

Terms of Service

Last Updated: January 30, 2026

These Terms of Service (“Terms”) are a legally binding agreement between you (“User” or “you”) and us, Absolution Global Corporation (“Legion”, the “Company”, “us”, “we” or “our”), that governs your access and use of the products and services on our website <https://legion.cc>, all subdomains, all subdirectories, and any related, successor, or alias domains owned or operated by Legion, including all pages, content, applications, and functionalities available therein (the “Site”). In reading these Terms, the “Services” should be interpreted as all of the services, websites, and applications offered by Legion, including but not limited to the Legion Score, Launchpad Services, and Embedded Wallet Services as described further below.

BY ACCESSING OR USING THE SITE OR OUR SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED IN THESE TERMS OF SERVICE INCLUDING THOSE RELATED TO LIMITATIONS OF LIABILITY AND ARBITRATION, AS WELL AS OUR [PRIVACY POLICY](#), [COOKIE POLICY](#), AND [ELECTRONIC COMMUNICATIONS & SIGNATURE CONSENT POLICY](#).

IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO, AND MUST NOT, ACCESS THE SITE OR USE OUR SERVICES.

I. SERVICES

Embedded Wallet Services. As part of the Services, you are able to create an embedded wallet under your exclusive control to send, receive, and custody digital assets in connection with your participation in Launchpad Services or other platform features accessible with your Legion account. We refer to this as the Embedded Wallet Services, which facilitate the secure signing of transactions and the self-custodial management of assets within your Legion account. You acknowledge and agree that the Embedded Wallet Services are subject to additional, specialized terms outlined in the [Embedded Wallet Terms of Service](#), which are incorporated herein by reference.

Launchpad Services. Legion offers eligible users the opportunity to participate in early-stage token sales conducted by blockchain projects before their Token Generation Event (“TGE”). These Launchpad Services facilitate access to project discovery, token allocation windows, and smart contract sale mechanics. By using the Launchpad Services, you acknowledge that your participation is governed by these Terms and the more detailed [Launchpad Terms of Service](#), which are incorporated herein by reference. You understand that Legion acts only as a technology provider and that any token acquisition is a direct transaction between you and the project.

Legion Score. The "Legion Score" is a proprietary, dynamic reputation metric generated by the Site to reflect your participation in the digital asset ecosystem. It serves as an "on-chain resume" by analyzing components including, but not limited to, your on-chain activity, social presence, developer contributions,

and past investor behavior ("Value-add"). You acknowledge that the Legion Score is intended for informational purposes and does not constitute a financial rating or investment advice.

Voluntary Opt-In and Requirements. The generation and maintenance of a Legion Score is completely voluntary and opt-in. While a Legion Score may enhance your visibility to projects or improve your chances of receiving allocations in oversubscribed sales, it is **not required** to use the general Services or to maintain a Legion account. You choose which external accounts (e.g., X, GitHub, or specific wallets) to connect, and you may disconnect them or opt-out of the scoring feature at any time.

Algorithmic Discretion and Weighting. The calculation of your Legion Score is performed through proprietary algorithms. You acknowledge and agree that:

- **Company Discretion:** Legion retains absolute discretion to modify, add, or remove components of the score and to change the weighting factors of any component at any time without prior notice.
- **Dynamic Updates:** Your score is not permanent; it is updated periodically based on your ongoing activity across connected platforms.
- **Wallet Linkage:** While you may connect multiple wallets, the Company reserves the right to use only your single best-rated wallet per ecosystem (e.g., EVM or Solana) for scoring purposes.

Third-Party Use and Allocation Risks. The Legion Score is designed to help independent token projects identify genuine participants. However, the Company does not control how third-party projects utilize this data.

- **Project Autonomy:** Each project sets its own criteria. A high Legion Score does not guarantee an allocation or "whitelist" spot.
- **Non-Liability for Allocation:** The Company is not liable for how any third-party project uses, misuses, or chooses to ignore your Legion Score when making allocation decisions. All final decisions rest solely with the respective token project.
- **Post-Sale Behavior:** You acknowledge that actions such as immediate liquidation of tokens at "TGE" (Token Generation Event) may be tracked by the "Value-add" component and negatively impact your future Legion Score.

Additional Terms and Policies. Your use of the Services is subject to additional terms and policies as may be posted on the Site or otherwise on the Services from time to time and include the policies listed below.

II. ACCESS TO OUR SERVICES

Eligibility. To access or use any of our Services, you must be able to form a legally binding contract with us and you represent and warrant that you are at least 18 years of age. You will only use the Services for your own personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you.

Account Creation. In order to use the Services, you will need to register for a Legion account. Registration is limited to one (1) account per individual user. The creation of multiple accounts by the same individual is strictly prohibited and may result in the immediate termination of all associated accounts. By creating an account, you represent that all information provided is accurate, current, and complete. You're solely responsible for all activities that occur under your account, regardless of whether you know about them or intended the results. You are only allowed to create one account and you agree you won't share your account with anyone. You also agree that you will not: (i) create another account if we've disabled, frozen or deleted one you previously established, unless you have our prior written consent; (ii) buy, sell, rent, license or lease access to your account or username, unless you have our prior written consent; (iii) share your account password or other log-in credentials with anyone; or (iv) log in or try to log in to access any of the Services through unauthorized third party applications or clients.

Legion Profile. Upon successful email verification, you will be directed to create a "Legion Profile." This profile serves as your semi-public identity within the platform and requires the following:

- **Display Name:** You must select a display name. This does not need to be your real name and may be a social media handle or pseudonym.
- **Profile Picture (Optional):** You may upload a profile picture, which may be graphic art, an image, or a personal photograph.
- **Bio (Optional):** You may provide a brief professional or personal biography. The Company reserves the right to remove or request changes to any display name, image, or bio that violates our community standards, is offensive, or infringes upon the intellectual property of third parties.

As part of your profile completion, you will be required to answer specific eligibility questions. You acknowledge that your responses to certain fields, such as "Investor Type" and "Primary Value Add," are intended for the benefit of third-party projects and will be visible to them to facilitate potential engagements. You must also truthfully disclose:

- Whether you are a citizen or resident of the United States.
- Whether you qualify as an "Accredited Investor" under U.S. law.

You represent and warrant that your responses to these questions are truthful. Misrepresentation of your residency or investor status may result in immediate revocation of access to the Services and potential legal liability.

Password Security. You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access your Legion account and our Services. You should only give such information to individuals who have the authority to take actions on your behalf, and we assume that such individuals have such authority. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your account by third parties and the loss or theft of any digital assets and/or funds held in your wallet associated with your account. You are responsible for keeping your personal information up to date in your user profile in order to receive any notices or alerts that we or other parties (*i.e.* token issuers, service providers, etc) may send you. You are responsible for checking your balances and your transaction history. WE ASSUME NO RESPONSIBILITY FOR ANY LOSS

THAT YOU MAY SUSTAIN DUE TO A COMPROMISE OF ACCOUNT LOGIN CREDENTIALS FOR WHICH WE HAVE NO CONTROL AND/OR YOUR FAILURE TO FOLLOW OR ACT ON ANY NOTICES OR ALERTS THAT WE MAY SEND TO YOU. In the event you believe your account information has been compromised, contact Legion immediately at hello@legion.cc.

ID Verification. While not mandatory for creating a Legion account and user profile, the Company utilizes a third-party service provider to perform "Know Your Customer" (KYC) and identity verification. You will be required to complete this process in order to access Launchpad Services and participate in token sales. By initiating this process, you consent to the collection and processing of your personal data and government-issued identification by the third-party KYC service provider in accordance with their privacy policy, our [Privacy Policy](#), and Panama Law No. 81 of 2019.

Jurisdictional Service Restrictions. Legion operates and controls the Site and Services from its offices in the Republic of Panama. We make no representation that the Site and Services are appropriate or available in other locations and by accessing the Site, you agree that regardless of your current physical location at the time of accessing the Site, your access to, and use of, the Site shall be deemed to occur solely within the Republic of Panama for all legal and regulatory purposes and for the purposes of these Terms. The information provided on or through the Site and Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would trigger any registration requirement for Legion within such jurisdiction or country. Accordingly, those persons who choose to access the Site and Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

III. USE OF OUR SERVICES

Third Party Services. The Services may contain links or connections to Third-Party Services that are not owned or controlled by us. In other cases, Third-Party Services may integrate with our Services, or we may integrate with third party websites or other services. When you access third party websites or use third party services, you accept that there are risks in doing so, and that we are not responsible for such risks. The fact that our Services may be used with other Third-Party Services should not be taken as an endorsement of those services. Any Third-Party Services, information or Content publicly posted or privately transmitted or made available through the Services is the sole responsibility of the person from whom such goods, services or content originated, and you obtain such goods or services and access all such information and content at your own risk, and we aren't liable for any errors or omissions or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services.

Open-Source Software. You acknowledge that the Services may use, incorporate or link to certain open-source software or components and that your use of the Services is subject to, and you will comply with any, applicable open-source licenses that govern any such open-source components (collectively, "Open-Source Licenses"). Without limiting the generality of the foregoing, you may not: (a) modify,

publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise use the Services in a manner that violates the licenses granted in these Terms or any other Open-Source Licenses..

Data Privacy and Security. Your privacy and the security of your digital identity are central to everything we build. Legion takes the protection of your personal information seriously, employing industry-leading technical and organizational safeguards—including encryption, secure access controls, and robust monitoring—to ensure the integrity of the Site and Services. By using our Services, you acknowledge and agree that we will process your personal data in accordance with Law No. 81 of 2019 of the Republic of Panama. This processing is a contractual necessity to provide you with the full functionality of our ecosystem. Detailed information regarding how we safeguard your information, the specific security protocols we maintain, and your legal rights to access, rectify, or port your data can be found in our [Privacy Policy](#) and [Security Policy](#), both of which are incorporated into these Terms by reference. You agree that your continued use of the Site and Services constitutes acceptance of these policies and our ongoing commitment to maintaining a secure and private environment for our community.

No Advisory or Fiduciary Relationship. None of the Services provided by the Company, its affiliates, or related parties should be construed as legal, financial, tax, or investment advice. The Company does not provide "execution-only" or "managed account" services. You are solely responsible for conducting your own due diligence on any affiliate service or third-party project before engaging with them.

Acknowledgement of Risks. You agree and understand that your access and use of the Site and Services is at your own risk. Some of the risks associated with using the Services include, but are not limited to:

- *Technological and Network Risks.* You acknowledge that the Site and Services utilize experimental blockchain and distributed ledger technology. You expressly assume all risks associated with using such technology, including but not limited to: (i) the risk of hardware or software failure; (ii) the risk of internet disruptions or malicious "denial of service" attacks; (iii) the risk of unauthorized third-party interference with your Embedded Wallet or Legion Profile; and (iv) the risk of vulnerabilities or "bugs" within smart contracts. You acknowledge that blockchain transactions are **irreversible**; once you initiate a transaction on-chain, the Company has no technical or legal ability to reverse, cancel, or refund that transaction, regardless of whether it resulted from an error, a hack, or a mistake.
- *Market Volatility and Investment Risk.* The digital assets available through the Launchpad Services are highly volatile and speculative. Prices can fluctuate significantly in very short periods, and the value of any asset may drop to zero. You represent that you have the financial sophistication to understand these risks and that you are not investing funds you cannot afford to lose. You acknowledge that there is **no guarantee of liquidity** for any assets acquired via the Site; you may be unable to sell or exchange your assets at any price, and the Company is under no obligation to provide a secondary market or liquidity for any project.
- *Regulatory and Legal Uncertainty.* The regulatory environment for digital assets and blockchain technology remains unsettled and varies significantly across jurisdictions. You acknowledge that new laws or regulations, including those in the Republic of Panama or your country of residence, may materially and adversely affect the Services, the value of your assets, or your ability to

access the Site. The Company makes no representation that the Services comply with the laws of any specific jurisdiction outside of Panama. You are solely responsible for ensuring your use of the Services complies with your local laws.

- *No Insurance or Protections.* Digital assets held in your Embedded Wallet or associated with the Services are **not insured** by any governmental agency, including the Superintendency of Banks of Panama, the FDIC, or any other deposit insurance scheme. Unlike traditional bank accounts, your digital assets do not benefit from the same legal protections or recovery mechanisms in the event of platform insolvency or technological failure.

IV. CONTENT OWNERSHIP, RIGHTS, AND RESPONSIBILITIES

Definitions. For these Terms, the term “Content” means all of the materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, and so forth. “User Content” shall mean all Content you or any User of your Account provides to be made available through the Services, including, without limitation, any profile information, the content of your communications, comments, or other postings on the Services, and any other information that you provide to us or another User in connection with the Services.

Our Content Ownership and Your Rights to Our Content. As between you and Legion, we exclusively own all right, title and interest in and to the Services and Content (including all associated intellectual property rights), other than User Content and Content owned by Third Party Services (which Third Party Services may include open-source software or services not owned or operated by us). Subject to your acceptance of and adherence to the Terms, we hereby grant to you a limited, non-assignable, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Services and access the Content through our Services for your reasonable internal business or personal purposes. You acknowledge that the Services and Content (including service names, logos, and other marks owned by us and used as part of the Services) are protected by copyright, trademark and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including Legion’s) rights. You also acknowledge and agree that Legion is not obligated to verify the Content provided by its Users (although we reserve the right to conduct any background check or other screening at any time using available public sources).

Your User Content and Your Grant of Rights to Us. You own your User Content. We do not claim any ownership rights in any User Content, and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, by making any User Content available through the Services, you hereby grant to us a non-exclusive, perpetual, irrevocable, transferable, worldwide, royalty-free license, with the right to sublicense through multiple tiers, to use, copy, modify, create derivative works based upon, distribute, publicly display, publish, and publicly perform your User Content in connection with providing, improving, and operating the Services. In the event that Legion is determined not to be the licensee of any User Content you have shared through the Site or provided to us for any reason, including all rights that may be known as or referred to as “moral

rights,” “artist’s rights,” “droit moral,” or the like (collectively “Moral Rights”), you hereby (a) ratify and consent to any action that may be taken by or authorized by us with respect to such Moral Rights and agree not to assert any Moral Rights with respect to such User Content, and (b) agree that you will confirm any such ratifications, consents and agreements from time to time as requested by us. You also agree that we may use your (and your organization’s) name and logo in listings of the Legion’s customers on our Site and in other public statements or disclosures for the purposes of marketing the Services.

Your Responsibility for User Content. You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You are also responsible for all your activity in connection with your use of the Services. You further represent and warrant that none of your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by us on or through the Services will infringe, misappropriate or violate a third party’s intellectual property rights, rights of publicity or privacy, Moral Rights, or result in the violation of any applicable laws. If any of your User Content infringes on another person’s rights, providing this User Content to us where we may republish it may subject you to liability, and Legion will not be responsible or liable for any use of your User Content in accordance with the Terms.

Removal of User Content. We may provide you with the ability to remove or delete your User Content. However, in certain instances (for example, where regulatory requirements apply), some of your User Content (e.g., the cover letter you write as part of your application to participate in a token sale) may not be completely removed, and copies of your User Content may continue to exist on the Site, as part of the Services or held by Legion. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content in accordance with these Terms.

Our Right to Control Content; No Obligation to Display Content. We may, but are not required to, monitor, edit, remove or in any other manner control the Content posted via the Services. A failure by us to exercise this right does not give you any right to make a claim against Legion or our affiliates. We may delete or modify any Content that has been uploaded through the Services at any time without notice to you. You acknowledge and agree that we have no obligation to accept, display, review, verify, monitor or maintain any User Content. Notwithstanding the foregoing rights, we reserve the right to treat User Content as Content stored at the direction of Users for which we will not exercise editorial control except as required to enforce the rights of third parties and applicable legal Content restrictions if brought to our attention.

No Payment Obligations. You acknowledge and agree that Legion is not obligated to pay you or to cause any other party to pay you any compensation with respect to your activities on the Services, the Site or Content you provide to the Site. You further acknowledge and agree that Legion is not obligated to feature or otherwise display your Content on the Site.

V. FINANCIAL TERMS AND INCENTIVES

Fees. Legion does not currently charge any fees for creating an account or using the Services. However, the Company reserves the right, in its sole discretion, to introduce fees for any part of the Services or for new premium features at any time.

Gas and Network Fees. You are solely responsible for all blockchain transaction fees ("Gas Fees") required to interact with the platform's Launchpad Services or to perform transactions via the Embedded Wallet. You acknowledge that Gas Fees are determined by decentralized network demand, are paid directly to the network, and are not collected by the Company. These fees are strictly non-refundable once a transaction is initiated, regardless of whether the transaction succeeds, fails, or is cancelled.

Third-Party Service Fees. Legion currently provides certain third-party services, such as identity verification via Veriff and investor accreditation checks, on a subsidized basis at no cost to you. However, you acknowledge that this subsidy is a discretionary promotional benefit and not a permanent right. The Company reserves the right to cease these subsidies or introduce platform service fees at any time. In accordance with Panama Law No. 473 of 2025, any future introduction of fees or the passing through of third-party costs will be inclusive of applicable national taxes (such as ITBMS) and implemented only after providing at least thirty (30) days' notice via the platform or your registered email.

Referral Program and Commission Structure. The Company may offer a referral program that allows you to earn commissions based on the activity of new users you successfully refer to the platform. Currently, you may be eligible to receive a referral fee equal to 0.25% of the total investment amount made by a referred user specifically within token sales conducted via the Launchpad Services. You acknowledge that this commission is only triggered upon the successful completion of a transaction and the fulfillment of all KYC and accreditation requirements by the referred user. We reserve the right, in our sole discretion, to modify the referral commission percentage, established minimum or maximum payout caps per sale, or the overall eligibility criteria for the referral program at any time. Any changes to the commission structure will be posted on the platform and will apply to referrals made after the date of the modification. The Company further reserves the right to withhold, cancel, or "claw back" any referral fees in the event of suspected fraud, the creation of multiple accounts by a single user to "self-refer," or any other violation of these Terms.

Rewards, Promotions, and Air Drops. From time to time, the Company or third-party projects may offer rewards, promotional bonuses, or digital asset distributions ("Air-Drops"). These incentives are provided "as-is" and without warranty. Legion does not guarantee the value or liquidity of any rewards or promotional assets provided through the platform or Services. Eligibility for such rewards is not guaranteed and may be determined based on a variety of factors, including but not limited to:

- Your Legion Score and internal reputation metrics;
- Your history of platform activity and project involvement;
- Your verified residency status and compliance with KYC/accreditation requirements;
- Participation in The Republic (including the completion of quests or community tasks);
- Attainment of Legion Ambassador or MVP status; and
- Randomized selection or "lucky draw" mechanics.

Legion reserves the right to modify eligibility criteria or cancel any promotion at any time without notice. You acknowledge that "MVP" or "Ambassador" status is a discretionary designation that may be revoked at any time. The Company is not responsible for any technical errors, smart contract failures, or network congestion that may prevent you from receiving or claiming a reward.

Taxes. You are solely responsible for all tax obligations arising from your use of the Services, including the receipt of any referral fees or the appreciation of digital assets. In accordance with Panama's territorial tax principles, the Company does not provide tax advice. You should consult with a tax professional regarding your reporting obligations in your country of residence or citizenship.

VI. PROHIBITED USE

In addition to the other covenants, representations and warranties you are providing by accepting these Terms, you represent, warrant, and agree that you will not use the Services or interact with the Services in a manner that:

- Infringes or violates the intellectual property rights or any other rights of anyone else (including ours);
- Violates any law or regulation, including, without limitation, any applicable export control laws;
- Uses false or deceptive identifying information or attempts to use false or deceptive information to hide your own affiliation or identity, including by use of identifying information that belongs to, is owned by, or controlled by another person with the intent to impersonate that person or for any other reason;
- Is otherwise harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- Copies, discloses or distributes Content except as expressly permitted by the Terms (including through the use of automated or non-automated harvesting, collection or "scraping") or otherwise use the Site or Services for competitive purposes;
- Uses any Content, or other information acquired from Legion, our Users, the Site or otherwise through your use of the Services for purposes outside of the purposes for which we make the Services available, or in a manner that directly or indirectly competes with Legion, the Site or the Services, without prior written approval from Legion;
- Jeopardizes the security of your Embedded Wallet or anyone else's;
- Attempts, in any manner, to obtain or use the private key, password, Account, other account, or other security information from any other user without appropriate authorization;
- Attempts to access another user's Embedded Wallet, private key or other security information on any third-party site or services that provide access to such user's Wallet or private key on our Services;
- Violates the security of any computer network, or cracks any passwords or encryption codes;

- Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services;
- Rents, leases, resells, sublicenses, distributes, or otherwise transfers access to any of the Services, or use any of the Services for service bureau or time-sharing purposes or in any other way allow third parties to exploit any of the Services other than in accordance with these Terms;
- Solicits or otherwise contact users on the Site to request contact information, other than in accordance with these terms;
- Violates our Group Lead Terms or Group Lead Guidelines; or
- Enables or facilitates any third party doing any of the foregoing.

Legion reserves the right in its sole discretion to determine whether any use of the Services by you or any third party violates any of the foregoing or is otherwise unacceptable and to revoke your or any third party's access to any aspect of the Services in the event Legion determines that such use is not consistent with Legion's values or otherwise not in the best interests of Legion, or its users. However, in no event do we have the ability to access or suspend your access to your own Embedded Wallet.

VII. ACCOUNT MANAGEMENT

Additional Information Required. Legion may require you to provide additional information and documents at the request of any competent legal authority or in case of application of any applicable law or regulation, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. Legion may also require you to provide additional information and documents in cases where it has reason to believe that: (i) your account is being used for money laundering or for any other illegal or unauthorized activity; (ii) you have concealed or reported false identification information and other details; or (iii) transactions effected via your account were effected in breach of these Terms. In each such case, Legion, in its sole discretion, may freeze, disable (or terminate) your account until such additional information and documents are reviewed by Legion and are accepted as satisfying the requirements of applicable law. If you do not provide complete and accurate information and documents in response to such a request, Legion may refuse to provide the Services to you. We reserve the right to report any activity occurring using the Services to relevant legal or tax authorities if required under applicable law. Other than as required by law, you are solely responsible for maintaining all relevant tax records and complying with any reporting requirements you may have as related to our Services.

Termination or Suspension. Legion has the right to (a) suspend, restrict, or terminate your access to any or all of the Services, and/or (b) deactivate or close your account if: we are so required by a facially valid subpoena, court order, or binding order of a government authority; we reasonably suspect you of using your Legion account in connection with a Prohibited Use; your use of your Legion account or our Services is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your activity; our service partners are unable to support your use; or you take any action that Legion deems as circumventing our controls, including, but not limited to, opening multiple Legion accounts or abusing promotions which Legion may

offer from time to time. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our compliance with applicable law and regulations, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.

If Legion suspends or closes your account, or terminates your use of the Services for any reason, we will attempt to provide you with notice of our actions unless a law, rule, regulation, court order or other legal requirement or regulatory process prohibits Legion from providing you with such notice. You acknowledge that Legion's decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to Legion's risk management and security protocols. You agree that Legion is under no obligation to disclose the details of its risk management and security procedures to you.

You may cancel your Legion account at any time. You will not be charged for canceling your account. You authorize us to cancel or suspend any pending transactions at the time of cancellation. If you cancel your account, or we suspend your use of the Services, you may continue to access your Embedded Wallet directly or through other services not hosted by us if you have stored your Secret or other Credentials (as defined in our Embedded Wallet Terms) independently.

Account Closure. If we have reason to suspect your death, we will freeze your account, and no transactions may be completed until we ascertain the fact of your death. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain this information and if applicable, your designated beneficiary. If we receive confirmation of your death and information on your designated beneficiary in a form satisfactory to us, we will work with your designated beneficiary in taking appropriate action to transfer the account.

VIII. RISK ALLOCATION

Limitation of Liability. DESPITE ANYTHING ELSE STATED IN THESE TERMS, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL LEGION, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, ARISING OUT OF OR IN CONNECTION WITH EITHER THE AUTHORIZED OR UNAUTHORIZED USE OF THE SITE OR SERVICES, OR IN CONNECTION WITH THESE TERMS, EVEN IF A LEGION REPRESENTATIVE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF LEGION'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW OR

EXCEPT IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Despite anything else stated in these Terms, we shall be under no obligation to inquire into and shall not be liable for any damages, other liabilities or harm to any person or entity relating to:

- The ownership, validity or genuineness of any digital asset;
- The collectability, insurability, effectiveness, marketability or suitability of any digital asset;
- Transactions you conduct or attempt to conduct using our Services; or
- Losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of circumstances beyond our control, including without limitation: the failure of the Ethereum network or a particular application; acts of God; action or inaction of civil or military authority; public enemy; war; terrorism; riot; fire; flood; sabotage; epidemics or pandemics; labor disputes; civil commotion; interruption, loss or malfunction of utilities, transportation, computer or communications capabilities; insurrection; elements of nature; or non-performance by a third party.

Release. You hereby irrevocably release any claims you may have against Legion and the directors, officers, managers, partners, employees, members, owners, shareholders, agents, attorneys, third-party content providers, distributors, licensee or licensors and representatives of the foregoing (the “Legion Parties”) that are in any way related to:

- The Site, the Services or your use of Content, including any representations, recommendations or referrals you may receive or make as a result of your registration with the Site;
- Misstatements, inaccuracies, misrepresentations, incompleteness or omissions in Content, and your reliance on the quality, accuracy or reliability of any information, and metrics used on or available through the Site or the Services;
- Contractual obligations or any other obligations that may arise, including by statute or operation of law, through communications made by Users;
- Violations of the Terms;
- Any use by a third party of Content obtained from the Site or Services;
- Your inability to use or access the Site, the Services or any Content, including, without limitation, as a result of (i) any suspension or termination of your Legion account; (ii) viruses, malicious code, bugs, glitches or errors in the Site or the Services; or (iii) delays, outages or disruptions that affect the Site or the Services;
- Your use of any the Embedded Wallet Services; and
- Any other party’s access and use of the Services with your Legion account.

Indemnification. To the fullest extent allowed by applicable law, you agree to indemnify and hold the Legion Parties harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’ fees) (collectively, the “Losses”) arising from or

in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party with access to your account), (b) your violation (including any violations by a third party with access to your account) of these Terms or applicable law, (c) your violation (including any violations by a third party with access to your account) of a third-party's rights, (d) any amounts awarded against or required to be paid by any Legion Party in connection with any dispute between or involving you and another User; (e) any Content you (or a third party with access to your account) shared with other Users through the Site or Services; (f) your negligence, willful misconduct or fraud; and (g) any other party's access and use of the Services (and any Legion Launchpad Services accessed through the Services) with your account. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to any contact information we have for you, if applicable (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder). You shall pay all reasonable attorneys' fees, court costs, settlements, disbursements and other defense costs in connection with the Losses arising under this paragraph. Your obligations under the foregoing indemnity may not be offset against any other claim you may have against any Legion Parties. You agree that the provisions in this paragraph will survive any termination of your account(s), the Site or the Services.

No Warranty. NEITHER LEGION NOR ITS LICENSORS OR SERVICE PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES, AND WE WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY, OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SITE OR SERVICES. UNLESS OTHERWISE SET FORTH IN A SEPARATE WRITTEN AGREEMENT, WE (AND OUR LICENSORS AND SERVICE PROVIDERS) MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SERVICES OR PRODUCTS OFFERED OR PURCHASED THROUGH THE SERVICES. THE SERVICES AND CONTENT ARE PROVIDED BY LEGION (AND ITS LICENSORS AND SERVICE PROVIDERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THE SECURITY ASSOCIATED USE OF, OR TRANSMISSION OF INFORMATION THROUGH, THE SERVICES. WITHOUT LIMITING THE FOREGOING, LEGION DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, BUG-FREE OR ERROR-FREE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IX. GOVERNING LAW & DISPUTE RESOLUTION

Governing Law. These Terms and the relationship between you and the Company shall be governed by the laws of the Republic of Panama. You agree that any dispute shall be resolved in accordance with Panamanian law, without regard to conflict of law principles.

Binding Arbitration. Any dispute, claim, or controversy arising out of or relating to these Terms, including the determination of the scope or applicability of these Terms to arbitrate, shall be determined

by arbitration in Panama City, Republic of Panama, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its International Arbitration Rules and Procedures. The legal seat of arbitration shall be Panama City, Panama. The proceedings shall be conducted in English; however, upon request by the consumer, the Company will provide translation assistance for core filings if required by equity. This clause is intended to be enforceable under Law No. 131 of 2013 (The Panama Arbitration Law).

Class Action and Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE COMPANY AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR THE COMPANY WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, REPRESENTATIVE ACTION, COLLECTIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION. NO ARBITRATOR SHALL HAVE THE POWER TO CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

FURTHERMORE, THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING, TO THE EXTENT SUCH A RIGHT EXISTS IN ANY RELEVANT JURISDICTION, ARISING OUT OF OR REASONABLY RELATED TO THESE TERMS OR THE SERVICES.

Costs and Fees. In any arbitration initiated by a consumer, the Company agrees to pay all JAMS case management fees and the arbitrator's fees, except for the initial filing fee required by JAMS. If the arbitrator finds that the consumer cannot afford the filing fee, the Company will consider a request to pay that fee on the consumer's behalf to ensure access to justice is not denied. The arbitrator may award attorney's fees to the prevailing party if authorized by Panamanian law.

Small Claims Court and Regulatory Exception. Notwithstanding the agreement to arbitrate, either party may bring an individual action in a Panamanian Small Claims Court or the equivalent local consumer protection agency (such as ACODECO), provided the matter falls within that court's specific jurisdictional limits and proceeds only on an individual basis.

Severability of Waiver. If the Class Action Waiver or Jury Trial Waiver contained herein is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts will be severed and shall proceed in a court of competent jurisdiction in Panama City, Panama, while the remaining parts will proceed in arbitration.

X. GENERAL

Changes to these Terms. We may amend, modify, or add terms to these Terms by posting it on the Site or emailing the revised Terms to you, and the revised Terms shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your Legion account. You agree that we shall not be liable to you or any third-party for any

modification or termination of the Services, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth herein.

Change of Control. In the event that Legion is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign these Terms and any information we have collected from you as part of such merger, acquisition, sale, or other change of control.

Assignment. You may not assign any rights and/or licenses granted under these Terms. We reserve the ability to assign our rights without restriction, including, without limitation, to any Legion affiliates or subsidiaries, or to any successor in interest of any business associated with Legion. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Severability. If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law or regulation, or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of these Terms shall not be affected.

Entire Agreement. These Terms, the Privacy Policy, Cookie Policy, E-Sign Policy, onboarding representations, appendices incorporated by reference herein, together with any other ancillary or transaction agreement, if any, comprise the entire understanding and agreement between you and Legion as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including, without limitation, any prior versions of these Terms), and every nature between and among you and Legion. Section headings in these Terms are for convenience only, and shall not govern the meaning or interpretation of any provision of these Terms.

Survival. All provisions of these Terms which by their nature extend beyond the expiration or termination of these Terms, including, without limitation, sections pertaining to suspension or termination, Legion account cancellation, debts owed to Legion, general use of the Legion Site, disputes with Legion and general provisions, shall survive the termination or expiration of these Terms.

XI. CONTACT US

If you have questions about these Terms, please reach out to us at hello@legion.cc