

Freelaunch Terms and Conditions

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Effective Date: 13 November, 2022

3NJOY LTD (“**Souffl3**,” “**we**,” “**us**,” or “**our**”) provides a Freelaunch tool that helps you create, deploy, launch and sell your own collections of NFTs (as defined below) (the “**Freelaunch Tool**” or “**Service**”). These Freelaunch Terms and Conditions (these “**Terms**”), along with our [Terms of Service](#), and our [Privacy Policy](#), govern your use of the Freelaunch Tool. “**NFT**” in these Terms means a non-fungible token or similar digital item implemented on a blockchain (such as the Aptos blockchain), which uses smart contracts to link to or otherwise be associated with certain content or data.

For purposes of these Terms, “user”, “you”, and “your” means you as the user of the Service. If you use the Service on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

BY CLICKING TO ACCEPT AND/OR USING OUR SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE.

Souffl3 reserves the right to change or modify these Terms at any time and in our sole discretion. If we make material changes to these Terms, we will use reasonable efforts to provide notice of such changes, such as by providing notice through the Service or updating the “Effective Date” date at the beginning of these Terms. By continuing to access or use the Service, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference effective as of the date these Terms are updated. It is your sole responsibility to review the Terms from time to time to view such changes and to ensure that you understand the terms and conditions that apply when you access or use the Service.

1. **Accessing the Service.** If you using the Freelaunch Tool to create, deploy, launch or sell your NFTs, you are a “**Freelaunch Creator**”. The NFTs created, deployed, launched or sold by the Freelaunch Creators are the “**Freelaunch NFTs**”.
2. **Eligibility**

You may use the Services only if you are 18 years or older and capable of forming a binding contract with us, and not otherwise barred from using the Service under applicable law.

- **Official Twitter Account**

NFT Creator must create an Official Twitter Account for the Freelaunch NFTs (the “**Official Twitter Account**”). The Official Twitter Account must have at least 1,000 followers (bots, spam accounts, inactive users, or other non-engaged/non-real users excluded). You acknowledge that without such Official Twitter Account, you may not use the Service. You represent and warrant that the Official Twitter Account is created and operated solely for the Freelaunch NFTs, and its followers are real and active.

1. **Freelaunch NFTs Terms.** If you are using the Freelaunch Tool, you agree to the following additional terms:
2. **Community Review**

Souffl3 operates and manages its community through a discord channel (the “**Souffl3 Community**”). The Freelaunch NFTs will be submitted to certain discord channel ([Souffl3 Discord Channel Community Review Section](#)) of the Souffl3 Community to review on the date on which you complete the creation process located at the “**Freelaunch-Create Page**” and launch your Freelaunch NFTs (the “**Launch Date**”). If any objection is raised by the Souffl3 Community within three days following the Launch Date, we will further review the Freelaunch NFTs and decide whether to terminate its launch.

- **Mint Date**

The time at which the Freelaunch NFTs become available for initial sale to the general public are the “**Mint Date**”. The Mint Date of the Freelaunch NFTs shall be not early than the third day following the Launch Date.

- **Additional Requirements and Limitation**

We may set some additional requirements and limitations on the Freelaunch NFTs (i.e. on the maximum items, maximum price, maximum Royalty Fee, the sale phases, etc.) as presented on the Freelaunch-Create Page. You agree to strictly comply with such requirements and limitations. We may modify those additional requirements and limitations presented on the Freelaunch Page at any time at our sole discretion.

- **The Creator’s Address**

The Freelaunch Creator shall use the wallet address designated on the Freelaunch-Create Page to receive all the Initial Sale Proceeds and the Royalty Fees (as defined below) (the “**Creator’s Address**”). You will have the only access to the private key of the Creator’s Address. You are solely responsible for keeping the Creator’s Address secure, and in no circumstances may Souffl3 assume any liability or responsibility for any direct or indirect loss arising directly or indirectly from the failure to keeping them safe (including your misconduct, etc.).

- **Initial Sale Proceeds**

The first sale of the Freelaunch NFTs by a Freelaunch Creator to a purchaser is the “**Initial Sale**”. “**Initial Sale Proceeds**” means the gross amount paid by the purchasers of the Initial Sale of the Freelaunch NFTs. The Initial Sale Proceeds will be subject to a mandatory lock-up or freezing period (the “**Initial Sale Clearing Period**”) and will be released to the Freelaunch Creator as follows: (1) 10% of the Initial Sale Proceeds will be released to the Creator’s Address on the date on which all phrases of the sale of the Freelaunch NFTs is closed (the “**Closing Date**”); (2) 45% of the Initial Sale Proceeds will be released to the Creator’s Address in each of the fifth and tenth day following the Closing Date; and (3) we will not collect or charge any fee in relation to the Initial Sale Proceeds.

- **Royalty Fees**

In each sale by other sellers following the Initial Sale of the Freelaunch NFTs, the Freelaunch Creator will receive the percentage of revenue with respect to each such sale set forth on the Freelaunch-Create Page (“**Royalty Fees**”). 100% of the Royalty Fees will be released to the Creator’s Address on their occurrence date. We will not collect or charge any fee in relation to the Royalty Fees.

- **Extended Clearing Period**

We reserve the rights to extend the Initial Sale Clearing Period for a further period of time (the “**Extended Clearing Period**”) provided that:

1. within the Initial Sale Clearing Period, a bona fide complaint is raised by a purchaser of the Freelaunch NFT or any third party for claims that are related to any intellectual property infringement or the identity, legitimacy, authenticity, and/or validity of legal title of the Freelaunch NFT, violation of these Terms and Terms of Services and/or violation of the terms of the Freelaunch NFT sale as agreed between the Freelaunch Creator and the purchaser. For any claim raised by the purchaser, the purchaser shall furnish proof that the Freelaunch NFT at issue remains in their account and agrees to have the Freelaunch NFT frozen pending resolution of the dispute;
2. we suspect that the Freelaunch NFT or your activities in relation to the Freelaunch NFT and/or the Initial Sale Proceeds to be in violation of the applicable terms between you and Souffl3 or any applicable laws and regulations; and
3. other circumstances that we deem appropriate at our sole discretion.

After the Extended Clearing Period, we may only continue to freeze the Initial Sale Proceeds if legal proceedings or investigations by the authorities have been commenced against the Freelaunch Creator (and where such legal proceedings or investigations require the Initial Sale Proceeds to be frozen), or in such other circumstances that Souffl3 deems appropriate at its sole discretion. For the avoidance of doubt, we reserve the right to freeze and take such other action in respect of the Initial Sale Proceeds in accordance with the Terms of Services, regardless of whether the situation is expressly provided in these

Terms. In such circumstances, we have the discretion to extend the freeze for any further duration pending the resolution of the dispute.

If we do not receive proof that such a formal legal action or complaint has been filed within the Extend Clearing Period, we may be entitled to release the Initial Sale Proceeds to the Freelaunch Creator. If the complainant and the Freelaunch Creator are able to resolve the dispute at any stage, we will require written confirmation of the resolution of the dispute from all parties before we may proceed to release the Initial Sale Proceeds to the Freelaunch Creator.

In no circumstances may Souffl3 assume any liability or responsibility for any act or omission in relation to the freezing (or omission to freeze) of the Initial Sale Proceeds, and there shall be no freezing as part of any secondary sale of Freelaunch NFTs.

- **Taxes**

You are solely responsible for all costs incurred by you in using the Service and determining, collecting, reporting and paying all applicable Taxes. As used herein, "Taxes" means the taxes, duties, levies, tariffs, and other governmental charges that you may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to our Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Services. We reserve the right to report any activity occurring using the Services to relevant tax authorities as required under applicable law.

1. **Warranties.** You represent and warrant that (a) you have the full right, power and authority to grant the rights granted or agreed to be granted hereunder, including, but not limited to, fully cleared permissions, consents, rights and licenses to the Freelaunch NFTs in these Terms; (b) the Freelaunch NFTs, the content of the Freelaunch NFTs, and the launch and sale contemplated by these Terms, complies with all, and do not and will not violate any applicable law, statute, rule, or regulation, will perform in accordance with the intended specifications and without material error, and will be delivered free and clear of any claims, liens or rights of third parties; (c) the content of the Freelaunch NFTs and our use thereof in accordance with these Terms does not and will not infringe any intellectual property rights of any third party or any right of privacy or publicity, or contain any libelous, defamatory, obscene or unlawful material, or otherwise violate or infringe any other right of any third party; (d) you will fulfill your obligations under any terms with a purchaser of the Freelaunch NFTs, as applicable; (e) any advertising or promotion of the Freelaunch NFTs by you or on your behalf will not constitute false, deceptive or unfair advertising or disparagement under any applicable laws and will not suggest a likely increase in value of the Freelaunch NFTs; and (vi) you will not use the proceeds retained from sales of the Freelaunch NFTs, whether through Souffl3 or any other platform for capital raising purposes.
2. **Indemnification, Disclaimers, and Limitations of Liability of Souffl3. WE RESERVE ALL RIGHTS UNDER THE TERMS OF SERVICE AND YOU ACCEPT ALL THE INDEMNIFICATION, DISCLAIMERS, AND LIMITATIONS OF LIABILITY OF SOUFL3 CONTAINED THEREIN. YOU AGREE THAT SOUFL3 AND ITS SUPPLIERS MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY OF OUR SERVICE; IN NO EVENT WILL SOUFL3 OR ITS SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT OR INDERECT LOSS.**
3. **Breach of Terms.** For avoidance of doubt, any use of or interaction with the Freelaunch Tool by any user is governed by these Terms and Terms of Services. In the event of a conflict between these Terms and Terms of Services, these Terms will supersede and control. For any breach of such terms and without limiting the foregoing, we reserve the right, with or without notice and in our sole discretion, to suspend, disable, terminate, or delete your account and/or your ability to access or use our marketplace, terminate the launch or the sale of the Freelaunch NFTs or de-list the Freelaunch NFTs from our marketplace, and/or take other actions at any time and for any or no reason. You acknowledge and agree that our actions shall not be constituted a breach of these Terms by us and we shall have no liability or obligation to you in such events.
4. **Governing law and Venue.** These Terms and any action related thereto will be governed by the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws

provisions.

5. **Dispute resolution; Arbitration.** You agree that any dispute, controversy, or claim relating in any way to your access or use of the Service, to any products sold or distributed through the Service, or to any aspect of your relationship with Souffl3, will be resolved by binding arbitration, rather than in court, including threshold questions of the arbitrability of such dispute, controversy. The arbitration will be conducted by the American Arbitration Association (“**AAA**”). Any arbitration hearings will take place in the county where you live, unless we both agree to a different location. The award of the arbitrator is final and binding upon you and us.
6. **Contact Information.** If you have questions regarding these Terms, please feel free to contact Souffl3 for clarification via our Official twitter account at https://twitter.com/nft_souffl3.