

L-ark – Terms & Conditions (v2)

Last updated: [DATE]

Legal Entity: L-ark

Jurisdiction: United States of America

1. Agreement Between You and L-ark

These Terms & Conditions (“Terms”) constitute a **legally binding agreement** between you (“User”, “you”) and **L-ark** (“L-ark”, “we”, “us”, “our”).

By accessing or using the L-ark mobile application, website, or any related services (collectively, the “Platform”), you acknowledge that you have read, understood, and agree to be bound by these Terms.

If you do not agree, you must not access or use the Platform.

2. Description of the Platform

L-ark is a **digital legacy-focused crowdfunding platform** that enables individuals to:

- Create fundraising campaigns
- Receive donations from third parties
- Store digital content in a secure digital vault
- Designate beneficiaries to receive funds and digital assets

Important Clarifications

L-ark:

- Is **not** a bank, financial institution, or escrow service
- Is **not** a payment processor
- Does **not** provide legal, medical, or financial advice
- Does **not** guarantee fundraising success
- Does **not** certify identity or documentation

All payment transactions are processed exclusively by **third-party payment providers**, primarily **Stripe**.

3. Eligibility

To use the Platform, you must:

- Be at least **18 years old**
- Have full legal capacity
- Provide accurate, complete, and truthful information
- Comply with all applicable laws and regulations

L-ark reserves the right, at its sole discretion, to deny, suspend, or terminate access to the Platform.

4. User Accounts

Users must create an account using email-based One-Time Password (OTP) authentication.

User Roles

There are two primary roles:

- **Campaign Creator**
- **Beneficiary**

Both roles require registration and identity verification.

Unless otherwise stated:

- Each user may create **one (1) campaign**
- Each user may be beneficiary of **one (1) campaign**

L-ark may modify these limits at any time.

5. Identity Verification (KYC)

To create or receive funds from a campaign, users must complete a basic identity verification process, which may include:

- Government-issued identification (front and back)
- A selfie image

Nature of Verification

Identity verification is performed **solely for internal risk mitigation purposes**.

L-ark does **not** guarantee the authenticity, accuracy, or legal validity of any submitted documentation and does **not** provide certified identity verification.

L-ark reserves the right to approve, reject, suspend, or invalidate campaigns based on KYC review results.

6. Campaign Creation and Approval

- Campaigns may only be created by natural persons
- Campaigns may include or omit medical diagnoses
- Campaigns remain **inactive** until reviewed and manually approved by L-ark
- Fundraising limits vary by country

L-ark may suspend, invalidate, or remove campaigns that:

- Violate these Terms
- Are suspected of fraud or misuse
- Fail verification requirements
- Violate applicable laws

7. Donations and Payments

Payment Processing

- All donations are processed via **Stripe**
- Funds are collected and transferred **exclusively in USD**
- Displayed currency conversions are **informational only**

L-ark is not responsible for exchange rate fluctuations or conversion differences.

Fees

- **8% platform fee** per donation
- **5% administrative fee** upon fund delivery
- Stripe processing fees apply separately

Banking, SWIFT, or transfer fees are not covered by L-ark.

8. Custody and Handling of Funds

L-ark may temporarily retain or control funds via third-party payment providers for the purposes of verification, compliance, and campaign administration.

Exceptional Scenarios

- **Campaign invalidation:** Donations may be refunded at L-ark's discretion, subject to payment provider policies
- **Funds blocked by Stripe:** Campaigns may be paused until resolved
- **Beneficiary unable to receive funds:** Funds may be retained until requirements are met
- **Account deletion with active campaign:** Automatic deletion is disabled; refunds may be processed prior to termination

L-ark does not guarantee timelines for fund release beyond what is permitted by payment providers.

9. Refunds

Refunds are not guaranteed and may be issued **only at L-ark's discretion**, subject to third-party provider capabilities and policies.

10. Digital Vault and Storage

Campaigns include access to a digital vault:

- Free tier: **500 MB**
- Pro tier: **Up to 5 GB** via subscription

Vault content may include photos, videos, documents, and audio files.

L-ark does **not** guarantee perpetual storage or permanent availability of vault content.

11. SSD Delivery

- Physical SSD delivery is included with the service
- SSDs are shipped within **5 business days** following fund delivery
- Shipping delays caused by third-party logistics providers are outside L-ark's control

12. Subscriptions

- Subscriptions may be monthly or annual
- Pricing may change at any time
- Subscription fees are non-refundable unless required by law

13. Platform Availability and Technical Issues

The Platform is provided on an “as is” and “as available” basis.

L-ark does not guarantee uninterrupted, error-free, or secure operation.

L-ark will make reasonable efforts to resolve technical issues but is not liable for temporary outages or access limitations.

14. User Conduct

Users agree not to:

- Misrepresent identity or campaign information
- Engage in fraudulent activity
- Use the Platform for unlawful purposes
- Interfere with Platform operation

15. Intellectual Property

All Platform content, trademarks, and software are owned by L-ark or its licensors.

Users retain ownership of content they upload but grant L-ark a limited license to operate the Platform.

16. Limitation of Liability

To the maximum extent permitted by law:

- L-ark is not liable for indirect, incidental, or consequential damages
- L-ark does not guarantee fundraising outcomes
- L-ark is not responsible for third-party services or user actions

17. Indemnification

You agree to indemnify and hold harmless L-ark from any claims, damages, or expenses arising from:

- Your use of the Platform
- Your violation of these Terms
- Your campaigns or content

18. Account Suspension and Termination

L-ark may suspend or terminate accounts at its sole discretion for violations of these Terms or suspected misuse.

19. Governing Law and Jurisdiction

These Terms are governed by the laws of the **United States of America**, without regard to conflict of law principles.

20. Modifications to These Terms

L-ark reserves the right to modify these Terms at any time.

Updated versions will be published on the Platform.

Continued use of the Platform constitutes acceptance of the revised Terms.

21. Contact Information

For legal or support inquiries:

 support@l-ark.com / legal@l-ark.com