

XSwap.link

TERMS OF USE

PLEASE READ THESE TERMS OF USE BEFORE USING THE PLATFORM CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED THEREIN, YOU AND COMPANY AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED AMICABLY, INCLUDING THROUGH MEDIATION, AND YOU AND COMPANY WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT. IF THE CLASS ACTION WAIVER REFERRED TO ABOVE IS FOUND TO BE UNENFORCEABLE, THAT PROVISION WILL BE DEEMED INVALID AND REMOVED FROM THE TERMS, AND THE REMAINING OBLIGATIONS WILL CONTINUE IN FULL FORCE AND EFFECT.

I. INTRODUCTION

Our organization provides its Services described herewith below to you through its Platform located at <https://xswap.link>, subject to the following Terms and Conditions. These Terms constitute a binding and enforceable legal contract between you and the Company.

By accessing the Platform, using, or clicking on the Services, and information made available by the Company via the Platform, you acknowledge that you have read, understand, and agree to be bound by these Terms, and to comply with all applicable laws and regulations, including export and re-export control laws and regulations as amended from time to time, and that you comply with the requirements listed herein. The Privacy Policy and other additional terms, guidelines, and rules as set forth on the Platform are hereby incorporated by reference into these Terms and expressly agreed to and acknowledged by the User. If you do not agree to all of these Terms or comply with the requirement herein, please do not access or use the Platform and the Services.

We reserve the right, at our sole discretion, to change or modify portions or the full wording of these Terms at any time, including for security, legal or regulatory reasons, as well as to reflect updates or changes to the Services or functionality of the Platform. You are strongly advised to check these Terms periodically to ensure that you are cognizant of the current version and comply with them. We shall also notify you about the major changes, either through the Platform interface or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except changes addressing new functions of the Platform or affecting the pricelist, which will be effective immediately. Such pricelist shall be presented to your acceptance via checkbox each time prior to completing the Transaction. By clicking on such checkbox, you hereby consent to the prices indicated in the pricelist and agree to use the Services in accordance with rates indicated therein.

Regardless of the above, you should always check the pricelist that is posted on the Platform before using the Services.

You should seek professional advice regarding any possible legal requirements you must comply within relation to the use of the Platform, the Service or the relevant tools provided by the Company.

By connecting your Wallet to the Platform, you are entering into a contract with organization which operates xswap.link web application.

II. DEFINITIONS

AML – shall mean Anti Money Laundering and Terrorist Financing procedure, that provides a record of the specific actions taken by the Company in the context of prevention of money laundering and terrorist financing.

AMM Protocol – shall mean an external service, provided by the third party, which is a type of decentralized exchange (DEX) protocol, which operates in a form of a peer-to-contract (P2C) on the Blockchain, that relies on a mathematical formula to price assets. The AMM Protocol is not controlled, managed, influenced or advised by the Company by any means.

Applicable laws – shall mean any relevant documents such as acts, statutes, regulations, ordinances, treaties, guidelines, and policies issued by governmental organizations or supervisory authorities, including, but not limited to, the governing law stipulated under Laws of Saint Vincent and the Grenadines which relate specifically to the Services provided by the Platform.

CCIP Protocol – shall mean an external service called Cross-Chain Interoperability Protocol delivered by Chainlink Foundation.

Company, we – shall mean the organization which operates xswap.link web application, e.g. X Services Limited Liability Company, a company established under the law of Saint Vincent and the Grenadines with its seat in Kingstone, address: suite 305, Griffith Corporate Centre, Kingstown.

Content – shall mean all content generated by the Company and provided on the Platform, including among others logos, identifying marks, images, illustrations, designs, icons, photographs, videos, text, any written or multimedia materials, services, advertisements, software, code, data, files, archives, folders, or available downloads on the Platform.

Cookie – shall mean piece of data from a website that is stored locally within a web browser that the website can retrieve at a later time.

Digital Assets – shall mean cryptographic tokens, of any standard or type, that can be introduced on the Platform.

Feedback – shall mean any comments, bug reports, ideas or other feedback about the Platform, including without limitation about how to improve the Platform.

Gas fee – shall mean a payment of a transaction fee for every transaction that occurs on the given Blockchain, which remains out of the Company's control or influence.

KYC – shall mean Know-Your-Customer procedure that Company can carry out itself or by means of third-party services, to identify its customers and beneficial owners and obtain the relevant information required to do business with the party concerned.

LP Token – shall mean Digital Assets issued to liquidity providers in exchange for providing the liquidity to a liquidity pool, that is governed and generated by the given AMM protocol. For the purposes of the Platform, the LP Token pair shall consist of XSWAP Token and selected stablecoin cryptocurrency.

PEP (Politically Exposed Person) – shall mean a person who has been entrusted with a prominent public function.

Platform – shall mean the Company's internal environment through which the Services are being provided, available under the network address <https://xswap.link>

Prohibited Jurisdictions – shall mean any country or jurisdiction (such as for example the United States of America – including its territories and dependencies or Democratic People's Republic of Korea) in which, conducting any activity related to virtual assets (in particular cryptocurrency), is otherwise prohibited or restricted, under Applicable laws or sanctions.

Project – shall mean the Company's project, developed and launched by means of the Platform.

User – shall mean a user who acts on the Platform as a part of his/her/its private activities.

Services – shall mean all the Services provided to the Users through the Platform, which include in particular the accessibility to the XSWAP Service.

Stake2Earn – shall mean a service which allows the User to lock the Digital Assets (meaning LP tokens or XSWAP Tokens or other) with selected length of the Unbounding Period and to be rewarded for active usage of the Platform while keeping such Digital Assets locked. After the withdrawal of Digital Assets, the User is no longer entitled to any rewards and needs to wait previously selected Unbounding Period before using Digital Assets again.

Submissions – shall mean any questions, comments, suggestions, ideas, feedback or other information about the Platform.

Terms – shall mean this Terms of Use.

Third-Party services – shall mean any services, content, and information owned, made available, or otherwise licensed by a third party.

TGE (Token Generation Event) – shall mean an act of generating XSWAP Token.

Transaction – shall mean an act of generating, selling, buying, transferring or locking Digital Assets by means of the Platform.

Unbounding Period – shall mean a period of time in which the staked Digital Assets cannot be staked or transferred, unless paying immediate unbounding fee.

Users, you – shall mean all the Platform users.

User Content – shall mean any content, Digital Assets, or other materials that the Users upload through the Platform or share with other Users or recipients.

Wallet – shall mean a digital wallet connected to the Platform by the Regular User to whom it belongs and which is compatible with the Blockchain.

Whitelist – shall mean a list of Wallet addresses of the Users that are allowed to partake in TGE or XSWAP Token sale participation earlier than any other Users and have a better chance of drawing a reward with better stats or participate.

XSWAP – shall mean the Company's website or the Platform itself that facilitates usage of the Services, which are developed therein and where the Company's Project is officially launched.

XSWAP Token – shall mean a ERC20 (or compatible) token standard Digital Asset which shall function as a Platform's native token, giving certain utilities to its holders, which are related strictly to the Platform functionalities.

XSWAP Trademarks – shall mean name and logos that are trademarks and service marks of the Platform and the Company.

XSWAP Service - shall mean a service offered by the Platform by means of which the User may bridge or exchange Users Digital Assets.

Yield Active Farming – shall mean a service which allows Users, that are XSWAP Token holder, to earn rewards simply for using Stake2Earn functionality of the Platform.

III. ABOUT XSWAP

XSWAP is a decentralized, permissionless space for Internet users acting B2C Clients, functioning as Users, that runs on several blockchains, using smart contracts, CCIP Protocol and AMM Protocols which allow Users to bridge or exchange their Digital Assets across different blockchains.

[Noncustodial]

The Company shall provide the Users with tools that they can use in their sole discretion and does not interfere with or participate in their functioning. Noncustodial nature of XSWAP Services does not facilitate or provide payment, escrow, remittance or merchant services. XSWAP technology allows to use the Platform without any middlemen. Digital Assets which are introduced within the Platform ecosystem can only be retrieved by the rightful User, who, depending on the status of the particular Transaction, is entitled to use such functionality of the Platform.

XSWAP does not ever take custody or possession of any Digital Assets which belong to the Users (excluding those that serve as a payment for Services, as defined in the pricelist or communicated to the Users before making use of the Services). The Platform facilitates the Transactions, but neither the Company nor the Platform are custodians of any Digital Assets introduced or generated within the Platform's ecosystem. The User understands and acknowledges that any of the functionality available on the Platform does not give XSWAP custody, possession, or control of any Digital Asset introduced or generated within the Platform at any time for the purpose of facilitating Transactions on the Platform. In this respect, you acknowledge and agree that XSWAP is a non-custodial software provider that has developed this distributed and decentralized environment where you can autonomously and directly access the Platform by connecting your individual Wallet.

USERS WILL NOT HAVE TO FORFEIT THEIR RIGHTS TO PRIVACY IN ORDER TO PARTICIPATE IN THE PLATFORM ECOSYSTEM.

[Lack of control]

All Digital Assets introduced within the Platform's ecosystem are outside of the control of any one party, including XSWAP and are subject to many risks and uncertainties. The Company neither own nor control any blockchain, AMM Protocol, external Wallets compatible to the Platform, your browser, or any other third-party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the Platform. The Company will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your Transactions or any other interaction with any such third parties. You understand that your Wallet public address will be made publicly visible whenever you initiate or engage in any Transaction on the Platform. As the Platform which only enables the usage of particular Services, XSWAP cannot make any representation or guarantee that any User of the Platform will achieve any particular outcome as the result of using the Services.

IV. HOW CAN I USE XSWAP ?

[Technical Requirements]

The easiest way to use the Platform is via a web browser, e.g., Google Chrome, Opera etc.

Once you have installed your browser, go to the Platform website <https://www.xswap.link> and connect your individual Wallet. In order to use the Services you must read and accept

- (i) these Terms,
- (ii) [Privacy Policy including Cookies Policy](#),
- (iii) data protection checkboxes and
- (iv) depending on the type of Service - the general pricelist which will be available on the Platform or the single price for the particular Service which may be presented to you on the Platform or via checkbox before final approval of the Transaction.

The Platform is based on several blockchains, secured using a Proof-of-Stake consensus algorithm (mechanism) or Proof-of-Work consensus algorithm (mechanism), powered by the corresponding SDK's and secured by a corresponding blockchain security system.

The core functionality of the Platform is based on CCIP protocol, developed, issued, maintained and monitored by Chainlink Foundation, which is totally separate and We have no possibilities to change anything in CCIP, as we use it as-it-is.

By similarity, We use different AMM Protocols, which also are operated by different companies and we use them as-it-is.

The Wallet, that the User is required to connect to the Platform in order to use its Services, is an external tool (an electronic wallet) provided by a third party that enables to engage in Transactions. The choice of the Wallet, that the Regular User connects to the Platform, remains at the sole discretion of the particular Regular User and is limited only by the technical requirements corresponding to the blockchain. The Company does not hold any control over the functioning of the Wallet and cannot be considered as a provider of such solution. You hereby acknowledge and agree that the Company will not be liable for any damage, loss, consequence, or devaluation of the assets held in any of your Wallets, which may occur as a result or in connection with any matter related to disruptive function, broken internet system or any failure. You understand that you are solely responsible for maintaining the security of your Wallet. You acknowledged and agree that if you lose access to the Wallet, the Company will not be able to help you recover the loss, or transfer the Digital Assets back to your Wallet. You understand and agree that you will not hold the Company responsible for managing and maintaining the security of your Wallet. You further

understand and agree that the Company is not responsible (and you will not hold the Company responsible) for any unauthorized access to, or use of, your Wallet.

You will not be able to engage in any Transactions on the Platform other than through your browser. The Platform will only recognize you as the User, and you will only be able to interact with the Platform, if your Wallet is connected. There is no other way to act as the User, or to interact directly with the Platform.

[Your Registration Obligations]

Anyone can browse the Platform without connecting the Wallet.

You may be required to provide additional data such as e-mail address in order to access and use certain features on the Platform, such as participating in the Newsletter feature, which we send with the User's consent expressed via a special checkbox.

You must be at least 18 years old and you must have full legal capacity and authority to agree and bind yourself to these Terms and to use the Platform as well as to use any available Services. Moreover, by accepting these Terms you confirm that you are responsible for anything that occurs when anyone is using a device on which you enabled the access to the Platform through connecting your Wallet.

[Modifications to the Platform]

The Company reserves the right to modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice. You agree that the Company will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Platform.

[User]

Using the Platforms' smart contracts, Users can bridge or swap Users Digital Assets from one to another in the manner corresponding to the selected assets. The exchange rate is taken from AMM Protocols uses to execute the operation by the Platform.

v. RULES FOR USING THE PLATFORM

[User Obligations]

When using the Platform, no User is allowed to:

- > upload any content that (i) infringes any intellectual property or other proprietary rights of any party, (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships, (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, (iv) poses or creates a privacy or security risk to any person, (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or

any other form of solicitation, (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable, or (vii) in the sole judgment of the Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Platform, or which may expose XSWAP or its Users to any harm or liability of any type;

› interfere with or disrupt the Platform or servers or networks connected to the Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform; or

› violate any Applicable laws (i.e., local, state, national or international) or any regulations having the force of law, or which would involve proceeds of any unlawful activity;

› impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

› solicit personal information from anyone under the age of 18;

› harvest or collect email addresses or other contact information of other Users from the Platform by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;

› advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;

› further or promote any criminal activity or enterprise or provide instructional information about illegal activities, including for the purpose of concealing economic activity, laundering money, or financing terrorism;

› obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Platform;

› use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Platform or the content posted on the Platform, or to collect information about its Users for any unauthorized purpose;

› access or use the Platform for the purpose of creating a product or service that is competitive with any of our products or Services

› as well as to perform any other acts not mentioned above in violation of applicable local, state, national and international laws. Any attempt to intentionally harm XSWAP by any person is a violation of criminal and civil laws. The Company reserves the right to seek damages from such persons to the fullest extent permitted by law.

VI. INTELLECTUAL PROPERTY

[Company's rights]

The Company owns all legal rights, title, and interest in all intellectual property rights, including but not limited to copyrights and trademarks.

[Platform Content, Software and Trademarks]

You acknowledge and agree that the Platform may contain Content or features that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by the Company, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Platform or the Content, in whole or in part. In connection with your use of the Platform you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by XSWAP from accessing the Platform (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Platform or the Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Platform or distributed in connection therewith are the property of the Company, our affiliates and our partners. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Content. Any rights not expressly granted herein are reserved by the Company.

Other company, product, and service names and logos used and displayed via the Platform may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to XSWAP. Nothing in this Terms and Conditions or the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of XSWAP Trademarks displayed on the Platform, without our prior written permission in each instance. All goodwill generated from the use of XSWAP Trademarks will inure to our exclusive benefit.

[Third Party Material]

Under no circumstances will the Company be liable in any way for any content or materials of any third parties (including Users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that XSWAP does not pre-screen content, but that XSWAP and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Platform. Without limiting the foregoing, the Company and its designees will have the right to remove any content that violates these Terms or is deemed by Platform, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content and the purchase of any Token, including any reliance on the accuracy, completeness, or usefulness of such content.

[User Content Transmitted Through the Platform]

With respect to the User Content, you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant XSWAP and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicenseable, perpetual, irrevocable

license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Platform or the promotion, advertising or marketing thereof in any form, medium or technology now known or later developed.

Submissions provided by you to XSWAP are non-confidential and XSWAP will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

XSWAP may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, Applicable laws or government requests; (b) enforce these Terms and Conditions; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of XSWAP, its users and the public. You understand that the technical processing and transmission of the Platform, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

[Copyright Complaints]

XSWAP respects the intellectual property of others, and we ask our Users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify XSWAP of your infringement claim in accordance with the procedure set forth below.

XSWAP will process and investigate notices of alleged infringement and will take appropriate actions under the applicable intellectual property laws of Saint Vincent and the Grenadines with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to contact@xswap.link (Subject line: "Infringement Notice").

To be effective, the notification must be in writing and contain the following information:

- › an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- › a description of the copyrighted work or other intellectual property that you claim has been infringed;
- › a description of where the material that you claim is infringing is located on the Platform, with enough detail that we may find it on the Platform;
- › your address, telephone number, and email address;
- › a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- › a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Any personal information provided by you in your application is protected in

accordance with the Privacy Policy.

[Counter-Notice]

If you believe your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may e-mail us a written counter-notice to contact@xswap.link, containing the following information:

- > your physical or electronic signature;
- > identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- > a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and your name, address, telephone number and email address, a statement that you consent to the jurisdiction of Saint Vincent and the Grenadines and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

Any personal information provided by you in your application is protected in accordance with the Privacy Policy.

If a counter-notice is received by XSWAP we will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 7 (seven) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, up to 14 (fourteen) business days or more after receipt of the counter-notice, at our sole discretion.

VII. FEES AND TAXES

[Fees]

There will be fees established for the Transactions conducted by means of the Platform, however the fees will depend on the specific Service.

ALL OF THE FEES CHARGED OR COLLECTED BY THE COMPANY SHALL BE EXPRESSED IN CRYPTOCURRENCY.

All Transactions on the Platform are facilitated by smart contracts existing on the Blockchain, that requires the Gas fee or every transaction that occurs on the Blockchain. The User acknowledges that under no circumstances a contract, agreement, offer, sale, or other transaction on the Platform becomes invalid, revocable, retractable, or otherwise unenforceable on the basis that the Gas Fee for the given

Transaction was unknown, too high, or otherwise unacceptable.

[Taxes]

Users are solely responsible as required under applicable law to pay any and all sales, use, value-added and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority, associated with your use of the Platform (including, without limitation, any taxes that may become payable as the result of your ownership, transfer, purchase, sale, or creation of any Digital Asset).

VIII. RISKS ASSOCIATED WITH CRYPTOGRAPHY

You accept and acknowledge each of the following risks:

› The prices of blockchain assets are extremely volatile. Fluctuations in the price of all kinds of virtual assets could materially and adversely affect the value of your Digital Asset, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of the Digital Asset will not lose money.

› Tokens are tangible digital assets that exist only by virtue of the ownership record maintained in the given blockchain. All smart contracts are conducted and occur on the decentralized ledger. We have no control over, and make no guarantees, warranties or promises with in relation to smart contracts.

› We will not be liable to you for any losses you incur as the result of your use of the blockchain. This includes, but is not limited to, losses, damages or claims arising from (i) user error (e.g. forgotten access information (such as private keys, seeds or mnemonics or incorrectly construed smart contracts or other transactions); (ii) server failure or data loss; (iii) corrupted wallet files; (iv) unauthorized access or activities by third parties, including but not limited to the use of viruses, phishing, or other means of attack against the Platform, the blockchain, the Wallet or any other tool connected to the Platform. We are also not responsible for losses due to blockchains or any other features of the blockchain and Wallets or any other tool connected to the Platform, including but not limited to late report (or no report) by developers or representatives of any issues with the blockchain supporting the blockchain, including forks, technical node issues or any other issues having fund losses as a result.

› There are inherent security risks in providing information and dealing online over the internet. XSWAP implements appropriate technological and organizational safeguards to reduce the risk of any security breaches which could result in the accidental or unlawful destruction, loss, alteration, disclosure or access to your information. We also release periodic updates to reduce the risk of security incidents.

› There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Wallet. You accept and acknowledge that XSWAP will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the blockchain, however caused.

› A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of XSWAP ecosystem, and

therefore the potential utility or value of Digital Assets available on the Platform.

› The Platform, blockchain and Digital Assets could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of XSWAP continue to develop the Platform, or which could impede or limit your ability to access or use the Platform or blockchain, including access to your Digital Assets or other funds, and new regulations or policies may materially adversely affect the development of the XSWAP ecosystem, and therefore the potential utility of the Tokens.

› You acknowledge and understand that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to cryptocurrencies, digital assets and the Platform, which could result in the theft or loss of your Digital Assets. To the extent possible, it is intended to update the protocol underlying the Platform to account for any advances in cryptography and to incorporate additional security measures but does not guarantee or otherwise represent full security of the system. By using the Platform, you acknowledge these inherent risks.

› Any use or interaction with the Platform requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills. Any reference to a type of Digital Assets on the Platform does not indicate our approval or disapproval of the underlying technology regarding such type of Digital Assets and should not be used as a substitute for your own understanding of the risks specific to each type of Digital Asset. We make no warranty as to the suitability of the Digital Assets referenced on the Platform and assume no fiduciary duty in our relations with you.

› Use of the Platform, in particular for using XSWAP Strategies, may carry financial risk. Digital Asset are, by their nature, highly experimental, risky and volatile. You acknowledge and agree that you will access and use the Platform at your own risk. The risk of loss in trading the Digital Assets can be substantial. You should, therefore, carefully consider whether such creating, buying or selling Digital Assets is suitable for you in light of your circumstances and financial resources. By using the Platform, you represent that you have been, are and will be solely responsible for making your own independent appraisal and investigations into the risks of a given transaction and the underlying Digital Assets. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction conducted via the Platform or any underlying Digital Assets. You accept all consequences of using the Platform, including the risk that you may lose access to your Digital Assets indefinitely. All Transaction decisions are made solely by you. Notwithstanding anything in these Terms, we accept no responsibility whatsoever for and will in no circumstances be liable to you in connection with use of the Platform for performing Transactions. Under no circumstances will the operation of all or any portion of the Platform be deemed to create a relationship that includes the provision or tendering of investment advice.

› You are aware of and accept the risk of operational challenges. The Platform may experience sophisticated cyber-attacks, unexpected surges in activity or other operational or technical difficulties that may cause interruptions to or delays on the

Platform. You agree to accept the risk of the Platform failure resulting from unanticipated or heightened technical difficulties. We do not guarantee that the Platform is or will remain updated, complete, correct or secure, or that access to the Platform will be uninterrupted. The Platform may include inaccuracies, errors and materials that violate or conflict with these Terms. Additionally, third parties may make unauthorized alterations to the Platform or the software underlying the Platform. Accordingly, you should verify all information on the Platform before relying on it, and all decisions based on information contained on the Platform are your sole responsibility and we will have no liability for such decisions.

IX. DATA PRIVACY

All information we collect on this Platform is subject to our [Privacy Policy](#). By using the Platform, you consent to all actions we take with respect to the information you provide and our collection and use of your personal information as set forth in our Privacy Policy. Our Privacy Policy also details your rights with respect to where you are located. By using the Platform, you consent to our collection and use of personal data as outlined therein.

X. THIRD-PARTY SERVICES

The Services may include Third-Party services or contain links to Third Party Services (for example AMM Protocols used by XSWAP to exchange Users Digital Assets). You understand that Third-Party services are the responsibility of the third party that created or provided it and acknowledges that the use of such Third-Party services is solely at your own risk.

XSWAP makes no representations and excludes all warranties and liabilities arising out of or pertaining to such Third-Party services, including its accuracy or completeness.

All intellectual property rights in and to Third-Party services are the property of the respective third parties.

XI. PROHIBITED USERS

Prior to your use of the Services and on an ongoing basis you represent, warrant, and agree that:

[Jurisdictions]

You are not located in or you are not a resident of any jurisdiction in which it is prohibited to use the Services and therefore you are not permitted to make use of the

Services. For the avoidance of doubt, the foregoing restrictions on Services from Prohibited Jurisdictions applies equally to residents and citizens of other nations while located in a Prohibited Jurisdiction. Any attempt to circumvent the restrictions by any persons located in a Prohibited Jurisdiction, is a breach of this Terms. An attempt at circumvention includes, but is not limited to, manipulating the information used to identify the Users location and providing false or misleading information regarding the Users location or place of residence. If any provision of these Terms is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof.

Due to the rather uncertain and volatile regulatory environment surrounding virtual asset activities (including cryptocurrencies), every User shall each time prior to using the Services verify if he/she is not located in the Prohibited Jurisdiction or is not a resident or citizen of a Prohibited Jurisdiction.

[Personal use]

The Service is intended solely for the User's personal use.

[KYC and AML Policy]

XSWAP expressly prohibits and rejects the use of the Services for any form of illicit activity, including money laundering, terrorist financing or trade sanctions violations, consistent with various Applicable' laws, regulations and norms. To that end, the Services are not offered to individuals or entities on any PEP lists, or subject to any United States, European Union or other global sanctions or watch lists. By using the Service, you represent that you are not on any such lists.

ALL USERS ACKNOWLEDGE AND DECLARE THAT THEIR FUNDS COME FROM LEGITIMATE SOURCES AND DO NOT ORIGINATE FROM ILLEGAL ACTIVITIES; USERS AGREE THAT XSWAP MAY REQUIRE THEM TO PROVIDE OR OTHERWISE COLLECT THE NECESSARY INFORMATION AND MATERIALS AS PER RELEVANT LAWS OR GOVERNMENT ORDERS TO VERIFY THE LEGALITY OF THE SOURCES AND USE OF THEIR FUNDS.

XSWAP will maintain a stance of cooperation with law enforcement authorities globally and will not hesitate to terminate Users' access to the Platform on the basis of the legal mandate, if it is technically possible.

XII. OTHER LEGAL TERMS

[Indemnity and Release]

You agree to release, indemnify and hold Indemnitees harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Platform, any User Content, your connection to the Platform, your violation of these Terms or your violation of any rights of another.

[Disclaimer of Warranties]

Transactions on the Platform, including but not limited to the Presale, TGE, acceptances, and other operations utilize experimental smart contract and blockchain technology, including fungible tokens, cryptocurrencies, consensus algorithms, and decentralized or peer-to-peer networks and systems. Users acknowledge and agree that such technologies are experimental, speculative, and inherently risky and may be subject to bugs, malfunctions, timing errors, hacking and theft, or changes to the protocol rules of the blockchain, as well as of its forks, which can adversely affect the smart contracts and may expose you to a risk of total loss, forfeiture of your digital currency or Tokens, or lost opportunities to buy or sell Tokens.

YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. XSWAP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

XSWAP MAKES NO WARRANTY THAT (I) THE PLATFORM WILL MEET YOUR REQUIREMENTS, (II) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, PLATFORMS, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS.

[Limitation of Liability]

YOU EXPRESSLY UNDERSTAND AND AGREE THAT XSWAP WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, LOSS IN VALUE OF ANY DIGITAL ASSET, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF XSWAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE PLATFORM; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND PLATFORMS RESULTING FROM ANY DIGITAL ASSET, GOODS, DATA, INFORMATION OR PLATFORMS PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PLATFORM; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PLATFORM; OR (V) ANY OTHER MATTER RELATING TO THE PLATFORM. IN NO EVENT WILL XSWAP'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID XSWAP IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR

INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PLATFORM OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE PLATFORM.

[Termination Rights]

You agree that XSWAP, in its sole discretion, may suspend or terminate use of the Platform and remove and discard any content within the Platform, for any reason, including, without limitation, for lack of use. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. XSWAP may also in its sole discretion and at any time discontinue providing the Platform, or any part thereof, with or without notice. You agree that any termination of access to the Platform under any provision of this Terms may be effected without prior notice, and acknowledge and agree that XSWAP may immediately deactivate or delete your files related to the Services. Further, you agree that XSWAP will not be liable to you or any third party for any termination of your access to the Platform.

We do not get involved with User disputes.

You agree that you are solely responsible for your interactions with any other Users in connection with the Platform and XSWAP will have no liability or responsibility with respect thereto. XSWAP reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Platform.

[Legal Disputes]

Any claim, dispute or matter arising under or in connection with these Terms shall be governed and construed in all respects by the laws of Saint Vincent and the Grenadines. You agree that any action at law or in equity arising out of or relating to these Terms not subject to mediation, will be filed only in Saint Vincent and the Grenadines and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

[Mediation]

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO MEDIATION DISPUTES WITH XSWAP AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

You and XSWAP agree to mediation any dispute arising from these Terms or relating to the Site, except that you and XSWAP are not required to arbitrate any dispute in which either party seeks equitable or other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. You and XSWAP agree that you will notify each other of any dispute within fourteen (14) days of when it arises, and that mediation will be conducted confidentially by a single mediator. You also agree not to participate in claims brought in an private attorney general or

representative capacity, or consolidated claims involving another person, if XSWAP is a party to the proceeding. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then that language shall be deemed to have been dropped from the Terms and the remaining obligations relating to arbitration shall continue in full force and effect.

[General Legal Terms]

These Terms constitute the entire agreement between you and XSWAP and govern your use of the Platform, superseding any prior agreements between you and XSWAP with respect to the Platform. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third party content or third-party software. These Terms will be governed by the laws of Saint Vincent and the Grenadines without regard to its conflict of law provisions. With respect to any disputes or claims you and XSWAP agree to submit to the court of Saint Vincent and the Grenadines.

The failure of XSWAP to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

You may not assign this Terms without the prior written consent of XSWAP, but XSWAP may assign or transfer this Terms, in whole or in part, without any restriction at any time.

The section titles in these Terms are for convenience only and have no legal or contractual effect.

The Platform may provide notices to you of changes to these Terms or other matters by displaying notices or links to notices generally on the Platform.

[Eligibility]

If you are under the age of majority in your jurisdiction of residence, you may use the Platform or Services only with the consent of or under the supervision of your parent or legal guardian.

NOTICE TO PARENTS AND GUARDIANS: By granting your minor permission to access the Platform, you agree to these Terms on behalf of your minor. You are responsible for exercising supervision over your minor's online activities. If you do not agree to these Terms, do not let your minor use the Platform.

[Force Majeure]

XSWAP shall have no liability to you if it is prevented from or delayed in performing its obligations or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction.

XIII. No Financial and Legal Advice

The Company is merely a technology platform and we are not your broker, intermediary, agent, or legal advisor and has no fiduciary relationship or obligation to you in connection with any decisions or activities effected by you using or participating on the Platform. No communication or information provided to you by the Company is intended as or will be considered or construed as, the solicitation of an offer to buy, the investment advice, financial advice, legal advice, or any other sort of advice. All Services and Transactions will be executed automatically based on the parameters of your consideration. You will be solely responsible for determining whether any services are suitable and match your interests according to your judgement, objectives, circumstances and risk tolerance. You will be solely responsible for any losses or liabilities therefrom.

Before executing any Transaction you should consult with your independent financial, legal, or tax professionals. The Company will not be liable for the decisions you make through the Platform.

XIV. Feedback and contact details

You may choose to submit any Feedback by emailing us. We are free to use such Feedback at our discretion and without additional compensation to you and may disclose such Feedback to third parties.

Users with questions, complaints or claims with respect to the Platform can be made by contacting us at contact@xswap.link.

XV. Severability

If any provision of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.