

## TERMS OF USE

### OVERVIEW

These Terms of Use (“Terms of Use” or “Terms”) govern your access to and use of the xRocket Telegram Mini App , accessible via the Telegram messaging platform at <https://t.me/xrocket> (“xRocket”), operated by xRocket, (“XROCKET CORP. ”). Throughout the Terms, "we", "us", and "our" are references to XROCKET CORP.

By using xRocket, which encompasses features, all information, tools, and Services, you, the user, agree to be bound with the terms set forth in this document, including those additional terms, conditions and policies referenced herein and/or available by hyperlink, including, but not limited to, our Privacy Policy, Anti-Money Laundering and Combating the Financing of Terrorism Policy (collectively with these Terms of Use, “Policies”). These Policies apply to all users of the Services.

You can access the Privacy Policy at [https://static.xrocket.exchange/privacy\\_policy.pdf](https://static.xrocket.exchange/privacy_policy.pdf) and the Anti-Money Laundering and Combating the Financing of Terrorism Policy (AML/CFT Policy) at [https://static.xrocket.exchange/aml\\_policy.pdf](https://static.xrocket.exchange/aml_policy.pdf).

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING XROCKET OR USING THE SERVICES. BY ACCESSING OR USING ANY PART OF XROCKET, YOU AGREE TO BE BOUND BY THE POLICIES AND ADHERE TO THEM. IF YOU DO NOT AGREE TO ALL OR A PART OF THE TERMS AND CONDITIONS PROVIDED IN THE POLICIES, THEN YOU MAY NOT USE THE XROCKET.

### 1. GENERAL TERMS OF USE

Please be advised that not all Services are guaranteed to be available across all markets or jurisdictions, and we retain the discretionary right to restrict or deny access to all or a portion of Services as deemed necessary.

We grant you permission to use xRocket subject to the terms and conditions of these Terms of Use. Your use of xRocket is at your own risk, including the risk that you might be exposed to content that is inaccurate, objectionable, incomplete, fails to provide adequate warning about potential risks or hazards, or is otherwise inappropriate.

By using xRocket, you agree to comply with applicable laws of the Republic of Panama and your home country, including laws that apply to data transferring. You agree that we cannot and will not be liable for any loss or damage arising from your failure to comply with the responsibilities specified in these Terms of Use.

xRocket is not intended for any person who is a resident of a country where it would be prohibited or against local laws to provide the Services via xRocket. Any Services available through xRocket are only available to persons in jurisdictions in which these Services are permitted.

By agreeing to these Terms of Use and using xRocket, you represent and warrant that:

- (a) You are at least the age of majority in your country of residence;
- (b) You have full legal and physical capacity and have sufficient authority to agree to these Terms of Use;
- (c) You do not provide us with false, unreliable, or fraudulent information;
- (d) You have not previously been prohibited or restricted from using our Services;
- (e) You use Services at your discretion and under your own responsibility;
- (f) You have sufficient knowledge and experience in business and financial matters, including sufficient understanding of blockchain technologies, cryptocurrency and other Digital Assets, smart contracts, storage mechanisms (custodian wallets) to assess the risks and benefits of acquiring cryptocurrency, including the matters set out in these Terms of Use, and may bear risks, including the loss of cryptocurrency and liability to us and other persons for actions and omissions, including actions that are in breach of this Terms of Use, negligence, or fraud;
- (g) You are not under the control of jurisdiction that explicitly prohibits the use of similar Services;
- (h) All transactions in the xRocket will be performed only on your behalf, to a digital wallet or bank account not located in the country or in the territory, which were entered in the list of Restricted Jurisdictions (as defined in the AML/CFT Policy);
- (i) You are the lawful owner of the funds used within the Services, and these funds come from legal sources;
- (j) When utilizing the Services, you do not violate any laws or regulations in your jurisdiction, including cryptocurrency laws and regulations;
- (k) You are not a Restricted Person (as defined in the AML/CFT Policy) and you are not attempting to aid any Restricted Person in bypassing trade embargoes or sanctions laws and regulations;
- (l) You do not misrepresent your IP address, nor use TOR (The Onion Router), VPNs (Virtual Private Networks), or other ways to change your reflected address and/or location.

A breach or violation of any of these Terms will result in an immediate termination of our Services to you. You, in addition, will be liable for all losses and damages to us, the xRocket or third parties caused by your failure to comply with these Terms.

We reserve the right to modify our eligibility criteria at our discretion. These alterations may stem from legal and/or regulatory adjustments, as well as changes made for your advantage.

We reserve the right to modify or discontinue the Services (or any part or content thereof) without notice at any time.

We may also, in the future, offer new services and/or features through the xRocket (including the release of new tools, features and resources). Such new features and/or services shall also be subject to these Terms of Use.

We shall not be liable to you or to any third party for any change, suspension or discontinuance of the access to the xRocket or certain Services.

## **2. SERVICES**

### **2.1. Description of Services**

We provide an online trading platform for users with the following services, including but not limited to, depositing, withdrawing, storing, exchanging virtual assets, Subscriptions, Rocket Pay, and P2P ("Services").

The Services are exclusively accessible through the xRocket, while certain Services may be provided by the Partners ("Third-Party Tools").

### **2.2. Third-Party Tools**

Your use of Third-Party Tools is governed by these Terms of Use as well as separate terms and conditions as might be provided by such Partners. By accessing Third-Party Tools, you acknowledge and agree that they are provided "AS IS" and "AS AVAILABLE," without any warranties, representations, or conditions, and without endorsement from us. We are not responsible for the actions or inactions of the Partners, nor do we examine or evaluate the content or accuracy of Third-Party Tools. We disclaim any liability or responsibility for Third-Party Tools or any other materials, products, or services provided by third parties.

Your use of Third-Party Tools through the xRocket is at your own risk and discretion. It is your responsibility to understand and agree to the terms under which these tools are provided by the relevant third-party providers. You should familiarize yourself with the terms and conditions of Third-Party Tools, including how these service providers may utilize your information in accordance with their privacy policies. All complaints, claims, concerns, or questions regarding Third-Party Tools should be directed to the respective Partner.

Moreover, you may incur additional fees from the Partners for using such Third-Party Tools.

2.2.1. The purchase of Virtual Assets for fiat currency (On-Ramp) and the sale or exchange of Virtual Assets into fiat currency, including cash withdrawals (Off-Ramp), through the xRocket are provided and managed exclusively by independent Partners. By accessing or using such services, you acknowledge and agree that:

- (a) Your use of Third-Party Tools for On-Ramp and Off-Ramp services is subject to the terms, conditions, privacy policies, and practices of the respective Partners.
- (b) xRocket does not endorse, control, or assume any responsibility for the conduct, services, or operations of Partners, including, but not limited to, KYC/AML compliance, the safeguarding of any fiat funds or Digital Assets transferred, held, or exchanged, the determination of exchange rates, fees, or settlement terms, and the delivery of cash or fiat

proceeds.

(c) xRocket is not a party to any On-Ramp or Off-Ramp transaction, does not at any time hold, manage, or transfer fiat funds or Digital Assets involved in such transactions, and bears no liability for their execution or settlement.

(d) Any disputes, claims, delays, losses, or issues arising from your use of On-Ramp or Off-Ramp services shall be resolved directly between you and the respective Partner, without any involvement or liability of xRocket.

### 2.2.2. Electronic Fiat Exchange Service

We may provide an additional service called the “Electronic Fiat Exchange Service” (“Fiat Exchange Service”). All Fiat Exchange Service transactions, including deposits to and withdrawals from a bank card, are processed by the Partner. xRocket does not at any time hold, manage, or transfer fiat funds, nor does it provide banking or payment services.

Identification and verification of Users required for the use of the Fiat Exchange Service are carried out by the Partner through integrated verification procedures. xRocket relies on the results provided by the Partner, and for regulatory purposes, KYC/AML obligations are deemed to have been fulfilled by the Partner.

By using the Fiat Exchange Service, the User acknowledges and agrees that: (i) the Partner is solely responsible for compliance with financial, payment, and banking regulations, (ii) execution of settlement transactions, and (iii) maintaining liquidity and reserves required for such operations. xRocket assumes no liability for the execution, settlement, or regulatory compliance of fiat operations.

Applicable commissions, exchange rates, transaction limits, and thresholds are determined by the Partner and are displayed in the xRocket interface at the time of transaction initiation. By proceeding with a transaction, the User accepts such conditions.

xRocket shall not be liable for: (i) delays or failures in processing by banking institutions or the Partner, (ii) refusal to execute a transaction due to KYC/AML requirements, (iii) regulatory restrictions, or (iv) exchange rate volatility affecting fiat or digital assets.

## 3. REGISTRATION AND TERMINATION

In order to use our Services, you must submit a request for access to the xRocket.

Additionally, when utilizing the Third-Party Tools, you agree to sharing of your personal data to the Partners. We do not warrant that the Partners based on their own practices and policies will perform any order you place. Moreover, we reserve the right to restrict your access to the Services and Third-Party Tools based on information we receive from the Partners and other third-party service providers.

You have the right to inform us of your decision to discontinue utilization of the xRocket at any time by submitting a request to the support team using the contact details provided below. If you are dissatisfied with xRocket, its content, or any of the terms, conditions, and Policies, your sole and exclusive legal remedy is to discontinue using the xRocket.

In accordance with applicable AML/CFT legislation, it is incumbent upon us to identify and verify our users, as well as to monitor their activities and transactions.

Under certain circumstances, such as exceeding prescribed transaction thresholds, you may be required to furnish additional information, including but not limited to details regarding your interest in virtual currency, transaction purposes, and the source of wealth or funds, accompanied by documentary evidence.

Should we detect any suspicious activity or transactions, or foresee a risk thereof, we reserve the right to restrict or suspend your access to the xRocket or any associated Services, freeze your virtual assets, request additional information and/or defer transactions.

In specific circumstances, such as upon receipt of a subpoena, court order, or compulsory directive from a public authority, we may necessitate additional information from you or impose a waiting period post-transaction completion prior to granting access to any Services or Third-Party Tools, and before authorizing transactions exceeding certain limits. The aforementioned rights might be exercised under various circumstances, including but not limited to:

- (a) Suspicion of prohibited use of the xRocket by you;
- (b) Reasonable suspicion of your non-compliance with the Policies;
- (c) The involvement of your xRocket account in legal proceedings, investigations, or government inquiries;
- (d) Reasonable determination of an escalated risk of non-compliance with legal or regulatory obligations related to your xRocket usage;
- (e) Inability of Partners to support your utilization of Third-Party Tools;
- (f) Actions taken by you aimed to circumvent established rules and controls, such as creating multiple accounts or exploiting promotional offers provided by xRocket; or
- (g) Reasonable determination that you or your utilization of xRocket and Services could harm xRocket, us or any other Indemnified Party (as defined below), or negatively affect reputation. We are not liable for any adverse effects these actions may have on you or any third party.

We retain the right to modify the relevant limits and restrictions at any time and at our sole discretion, in the interest of adhering to applicable laws, our AML/CFT Policy, or these Terms of Use.

Please be advised that the exercise of these rights is contingent upon our discretion and judgment in each individual case. We shall have no obligation to disclose the details of the risk management and security procedures to you unless otherwise provided in our Privacy Policy.

#### **4. REQUIRED PERSONAL DATA**

When requesting access to xRocket, you authorize us to access and gather information from your Telegram account's personal details.

By utilizing Services, you grant us the authorization to conduct inquiries, either directly or through third parties, as deemed necessary to verify your identity. These inquiries are conducted to ascertain the identity of individuals utilizing Services, to mitigate risks associated with fraud, money laundering, terrorist financing, or other financial crimes, and to undertake requisite actions based on the findings of these inquiries.

During these inquiries, you acknowledge and understand that your personal data, alongside that of any authorized users, may be disclosed for the purpose of identity verification, compliance data recording, fraud prevention, or to financial crime agencies. These agencies may furnish us with comprehensive responses to our inquiries.

Furthermore, we may require your cooperation with our enhanced due diligence procedures, which may entail the submission of additional information regarding you, source of your funds.

We reserve the right to request information from you at any time in order to comply with the requirements of applicable laws and regulations, identity verification requirements, or to assist in the detection of money laundering, terrorist financing, fraud, or any other financial crime, or for any other legitimate purpose.

Your provision of personal details through the xRocket is governed by our Privacy Policy and AML/CFT Policy. For further information, please refer to our Privacy Policy and AML/CFT Policy.

You acknowledge that your personal data (excluding credit card and digital wallet address information) may be transferred unencrypted and may involve:

- (a) Transmissions over various networks;
- (b) Transmissions to the Partners;
- (c) Modifications to conform and adapt to the technical requirements of connecting networks or devices; or
- (d) Disclosures to competent authorities or for other legal purposes.

Bank address and digital wallet address information are consistently encrypted during transmission across networks, except when compelled by applicable law or competent authority. While we make diligent efforts to safeguard the transfer and electronic storage of your data, we cannot provide an absolute assurance that such transfer and storage will be entirely secure.

## **5. RISKS**

Services available through xRocket, given the uncertain legal status of cryptocurrency in many jurisdictions, carry inherent risks. Please refrain from using xRocket if you do not fully comprehend these risks. By utilizing our Services, you acknowledge and accept all associated risks.

Services provided by us may not be suitable for you. If you are uncertain about the merits of using our Services, it is advisable to consult with an independent advisor.

Be aware that there is no guarantee that entities accepting Digital Assets as means of payment or which store value of Digital Assets will continue to do so in the future.

Digital Assets are generally considered a high-risk, necessitating cautious judgment in trading of Digital Assets. Due to their complexity, novelty, and dependence on technological features, the nature of Digital Assets and their associated terms, features, and risks might not be easily or fully comprehensible.

By accessing and using Services, you confirm your understanding of the risks associated with

cryptographic and blockchain-based systems, including a working knowledge of Digital Assets. You recognize that the markets for these Digital Assets are highly volatile, influenced by various factors such as adoption, speculation, technology, security, and regulation. You also acknowledge that the costs and speed of transactions with cryptographic and blockchain-based systems can vary and may increase significantly without warning.

YOU ACKNOWLEDGE AND AGREE THAT YOU MAY LOSE SOME OR ALL OF YOUR FUNDS. CRYPTOCURRENCIES ARE A NEW AND INSUFFICIENTLY TESTED TECHNOLOGY. IN ADDITION TO THE RISKS INCLUDED HEREIN, THERE ARE OTHER RISKS ASSOCIATED WITH YOUR USE OF XROCKET, AND THE PURCHASE, HOLDING AND USE OF CRYPTOCURRENCIES, INCLUDING THOSE THAT XROCKET CANNOT ANTICIPATE. SUCH RISKS MAY FURTHER MATERIALIZE AS UNANTICIPATED VARIATIONS OR COMBINATIONS OF THE RISKS DISCUSSED HEREIN.

## **6. UTILIZATION AND PROHIBITED USE**

Any utilization of Services or content of xRocket beyond the scope defined herein is explicitly prohibited, and all other rights, titles, and interests in Services or xRocket are exclusively owned by us and our licensors.

You are expressly prohibited from utilizing xRocket or Services:

- (a) For any unlawful purpose or engaging in any transaction, activity, or use of Services, xRocket, or its content other than as permitted by these Terms of Use;
- (b) To solicit others to engage in unlawful or prohibited acts;
- (c) To contravene any international, federal, provincial, or state regulations, rules, laws, or local ordinances;
- (d) To infringe upon or violate our intellectual property rights or those of others;
- (e) To upload or transmit viruses or any other malicious code that may affect the functionality or operation of xRocket;
- (f) To collect or track personal information of others;
- (g) For any obscene or immoral purpose;
- (h) To interfere with or bypass the security features of xRocket;
- (i) To reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to access or derive any software component of xRocket, in whole or in part;
- (j) To access or use xRocket for competitive analysis, development, provision, or use of a competing software service or product, or any other purpose detrimental to us or commercially disadvantageous;
- (k) To access or use xRocket in, or in connection with, the design, construction, maintenance, or operation of hazardous environments, systems, or applications, safety response systems, or other safety-critical applications, or any other use or application where the use or failure of xRocket could result in personal injury or significant physical or property damage;

- (l) To remove, delete, alter, or obscure any trademarks, warranties, disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from xRocket, including any copies thereof;
- (m) To use xRocket in a manner that may incur civil or criminal liability for us, or may tarnish our reputation;
- (n) To engage in any transactions related to illicit activities, fund obfuscation, illegal services, fraudulent schemes, pyramid schemes, dark net activities, extortion, money laundering, terrorist financing, subjects of sanctions regimes, or other categories of unacceptable risk for xRocket.

We retain the right to terminate your utilization of xRocket and Services, freeze your assets, void any transaction, or undertake any necessary actions at our sole discretion in the event of any infringement of these prohibited uses

## **7. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We shall not guarantee the accuracy, completeness, reliability of any content, such as, but not limited to, advertising in xRocket in any manner. We are not responsible for any products, services, information or materials purchased or obtained by you based on information published in xRocket. The user bears the risk of using the content of xRocket.

Occasionally, there may be information in xRocket that contains typographical errors, inaccuracies or omissions that may relate to any features of xRocket, Services, and other information provided within xRocket. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information if any information in xRocket is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in xRocket, including, without limitation, information about Services, except as required by law. No specified update or refresh date applied in xRocket should be taken to indicate that all information in xRocket has been modified or updated.

xRocket does not verify or endorse any information, rates, or terms provided by Third-Party Tools providers. All such information is for informational purposes only and may be inaccurate or outdated.

## **8. DISCLAIMER OF WARRANTIES; LIABILITY AND LIMITATION OF LIABILITY**

You acknowledge and agree that Services are provided by us based on our current technological capabilities and prevailing conditions. Despite our diligent efforts to ensure the continuity and security of Services, we cannot entirely anticipate and mitigate all legal, technological, and other risks, including but not limited to force majeure events, viruses, hacker attacks, system instabilities, vulnerabilities in third-party services, governmental actions, or regulatory changes. These risks may lead to service interruptions, data loss, and other potential losses and hazards.

We warrant that we:

- (a) Will not sell, buy, provide, exchange, or otherwise disclose your data, transaction details, or personal information or to anyone other than the Partners and third parties set out in the Privacy Policy;
- (b) Will perform the Services: (i) in a good, timely, efficient, professional and workmanlike manner; and (ii) using personnel who are qualified and fully familiar with the technology, process and procedures to be used to deliver the Services.

We do not guarantee, represent or warrant that:

- (a) Your use of xRocket or Services will be available, uninterrupted, timely, secure, accurate, complete, and error-free or will operate without loss;
- (b) The data that may be obtained from the use of xRocket or Services will be accurate or reliable;
- (c) Your use of xRocket or Services will meet your expectations on merchantability, merchantable quality, fitness for a particular purpose, durability, title, profitability and non-infringement;
- (d) Any protection or other security measures for your digital wallet that you may use or allow others to use in connection with xRocket and the Services will prevent unauthorized access to your wallet, or that your wallet will not be accessed or misused by any other party.

In no case shall we, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of xRocket and Services, or for any other claim related in any way to your use of xRocket and/or Services, including, but not limited to, (i) consequences arising from the application, use, or misuse of any resources contained on or made available through xRocket, including any injury and/or damage to any person or property as a matter of product liability, negligence, or otherwise, (ii) any errors or omissions in any content, (iii) or any loss or damage of any kind incurred as a result of the use of xRocket and Services, including the loss of due or expected savings, or any content posted, transmitted, or otherwise made available via xRocket, even if advised of their possibility.

We do not endorse any claims about the efficacy of the Services. We specifically disclaim any guarantee or warranty, express or implied, with respect to any Services. No information conveyed by us either orally or in writing shall create such a warranty.

To the maximum extent permitted by law, we hereby exclude liability for any losses or damages which you may suffer, whether the same are suffered directly or indirectly or are immediate or consequential, which fall within any of the following categories:

- (a) Your failure to ensure security of access to your wallet in xRocket and all consequences related to your failure to so;
- (b) Your failure to observe or comply with any notices or warnings that we may send you;
- (c) Any circumstances that affect the transaction after the virtual currency has been sent to the address you have provided;

- (d) Any unauthorized access to your wallet in xRocket or unauthorized management of virtual currencies in your wallet;
- (e) Any change in the exchange rate of cryptocurrency;
- (f) Any changes in applicable law or regulation, or the acts of any legislator or regulator in any part of the world;
- (g) Any delays, failures, or interruptions in Services, which result directly or indirectly from any Force Majeure Event. "Force Majeure Event" means any event that is beyond our reasonable control, including, but not limited to, unforeseeable disruption or breakdown of cryptocurrency markets (or other related financial markets), acts of war, issues with technology suppliers, issues with import/export restrictions, unforeseeable lack of electricity supplies, blackouts, brownouts, power shortages, government regulations, weather (including blizzards and other similar items), disease, epidemic or pandemic (where an epidemic or pandemic has been declared at our place of business by the Center for Disease Control or the World Health Organization), where such disease, epidemic, or pandemic causes a government-mandated shutdown, or any other issue outside of our reasonable control;
- (h) Any interruptions to or errors of your device, or networks;
- (i) Any actions or inactions of Partners that are engaged in the transactions;
- (j) Any insecurity while transferring or storing your data;
- (k) Any damage to your data;
- (l) Any loss of goodwill;
- (m) Any damage or interruption caused by any computer viruses, spyware, scareware, Trojans, worms, or other malicious software that may affect your device, or any phishing, spoofing, or other attacks;
- (n) Special damage even though either party was aware of the circumstances in which such special damage could arise;
- (o) Loss of anticipated savings, profit, income, or any indirect, special, incidental, or consequential damages and loss of opportunity;
- (p) Loss of currency or cryptocurrency arising as a result of any of your acts or omissions or those of any third party;
- (q) Loss arising out of or in connection with:
  - (i) Any defect or insecurity in any systems or tools of xRocket;
  - (ii) Any inaccurate or incomplete information you provide, including digital wallet or bank details;
  - (iii) Any changes to the regulatory, legislative or technical environment applicable to cryptocurrency;
  - (iv) Any indirect, special, incidental, or consequential damages;
  - (v) Any acts or omissions of any Partner; or
  - (vi) Any change in the value of cryptocurrency howsoever arising (including as a result of our acts or omissions).

You hereby represent and warrant that:

- (a) You will implement all necessary security measures to safeguard your digital wallet within xRocket;
- (b) You have the right to use any digital wallet, credit card, or other method of payment that you submit in connection with the Services;
- (c) You possess adequate knowledge and experience in business and financial matters, including a thorough understanding of blockchain technologies, cryptocurrency, Digital Assets, smart contracts, and storage mechanisms (crypto wallets). Upon confirmation on the blockchain that the virtual currency has been transmitted, our obligations shall be deemed duly fulfilled;
- (d) You bear full responsibility for the accuracy of the digital wallet address provided. In the event of loss of virtual currency due to an incorrect, invalid, or unsuitable address for a particular type of virtual currency, you shall assume liability;
- (e) You assume the responsibility to maintain up-to-date contact details to ensure receipt of any notifications or warnings we may issue;
- (f) All currency or cryptocurrency received via xRocket will be utilized solely for lawful purposes, strictly adhering to all applicable laws. This includes, but is not limited to, ensuring compliance with anti-money laundering and counter-terrorist financing requirements, sanctions, and other regulatory mandates.

Please note that if you lose access to your Telegram account or if your Telegram ID in Telegram is deleted, although your virtual currencies will still be stored in your personal wallet in xRocket, you may permanently lose access to the wallet. In this case, we waive any responsibility for the loss of your savings. If you lose access to your Telegram account or your Telegram ID in Telegram is deleted, please immediately notify us of such circumstances.

You agree that from time to time we may remove from xRocket any Services for indefinite periods of time or cancel Services at any time, without notice to you.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, THE WALLET AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". WE HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION WE MAKE NO WARRANTY OF ANY KIND THAT THE WALLET OR SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET USER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICE, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. WE MAKE NO GUARANTEE OF FUNCTIONALITY, SECURITY, OR AVAILABILITY OF THE WALLET OR SERVICES.

THE OPERATION OF XROCKET MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND OUR CONTROL. THE OPERATION OF XROCKET, WHETHER BY US, OUR SUPPLIERS OR OUR VENDORS, MAY NOT BE SECURE. SECURITY AND PRIVACY RISKS CANNOT BE ELIMINATED.

PROTECTION AND ANY OTHER SECURITY MEASURES MAY NOT PREVENT UNAUTHORIZED ACCESS TO DIGITAL WALLET YOU MAY USE OR ALLOW OTHER PERSONS TO USE IN CONNECTION WITH XROCKET OR THE SERVICES, INCLUDING MATERIALS POSTED OR SUBMITTED TO XROCKET.

CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE POLICIES, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED USD \$1,000.00.

You acknowledge and agree that the limitations set forth above are fundamental elements of these Terms of Use and the Services would not be provided to you absent such limitations.

No action, suit or proceeding arising out of or in connection with these Terms of Use may be brought more than one year after the asserted cause of action arises. The provisions of this Section shall not limit (a) liability for breach of any confidentiality obligation, (b) liability for infringement of the other party's Intellectual Property Rights, (c) the indemnity obligations set forth in these Terms of Use, (d) liability added by a court or an arbitration panel to a judgment entered in any action or proceeding under these Terms of Use.

xRocket specifically disclaims any liability for Third-Party Tools provider actions, including but not limited to delays in cash issuance, incorrect amounts, regulatory non-compliance, or provider insolvency. Users assume all risks associated with relying on Third-Party Tools providers.

## **9. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless us and other Indemnified Parties from any claim or demand, including attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Use or the documents they incorporate by reference, or your violation of any law or the rights of a third party.

## **10. INTELLECTUAL PROPERTY RIGHTS**

You understand that all graphics, logos, service marks and trade names used on or in connection with xRocket are trademarks that belong to us and may not be used without permission in connection with any third-party products or utilities.

Subject to your compliance with these Terms of Use, we grant to you, for so long as you are permitted by us to use xRocket, a limited, revocable, non-exclusive, non-transferable license to access and use xRocket (including any content or other materials generally made available through xRocket to you) solely for your non-commercial use.

As we own rights to xRocket and all the content on xRocket, including text, graphics, legends, customized graphics, original photographs, data, images, typefaces, titles, button icons, logos, designs, words or phrases, page headers, and software as well as the design, coordination, arrangement, enhancement, and presentation of this material, xRocket and all the content on xRocket is subject to trademark, service mark, copyright, and/or other intellectual property rights held by us and our suppliers and vendors. Any trademark or copyright notices may not

be deleted or altered in any way. Our trademarks and copyrights may not be used in connection with any products or services that are not offered by or on behalf of us. You acknowledge that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.

## **11. INTERPRETATION AND DEFINITIONS**

### **11.1. Interpretation**

The headings used in these Terms of Use are included for convenience only and will not limit or otherwise affect these Terms.

### **11.2. Definitions**

AML/CFT – Anti-Money Laundering/Combating the Financing of Terrorism;

Digital Assets – virtual financial assets, cryptographic tokens, digital tokens and/or cryptographic currency. Digital Assets also include NFTs and other digital collectibles;

Indemnified Parties – we, our parent, subsidiaries, affiliates, Partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees;

P2P – a peer-to-peer matching service which enables users to trade fiat currency and virtual assets including NFTs as derivatives linked to virtual assets directly with one another. This allows users to buy and sell Digital Assets among themselves without relying on a centralized, trusted third party like an exchange;

Partners – our partnering third-party service providers;

Policies – Terms of Use, Privacy Policy, Anti-Money Laundering and Combating the Financing of Terrorism Policy and any other terms, conditions and policies referenced in the Terms of Use and/or available by hyperlink;

Rocket Pay – an application programming interface (pay API) which enables users to depositing, withdrawing, and storing of cryptocurrency;

Services - functionalities and features accessible through xRocket, including but not limited to, depositing, withdrawing, storing, exchanging virtual assets, Subscriptions, Rocket Pay, and P2P;

Subscriptions – a service that allows users to set up and manage payments for both individual subscriptions and multi-subscriptions to groups and channels;

Third-Party Tools – functionalities and features of xRocket provided by the Partners.

## **12. ENTIRE AGREEMENT**

These Terms of Use, along with any Policies or operating rules posted by us, constitute the entire agreement and understanding between you and us, governing your use of xRocket and Services. The terms herein and in the Policies supersede any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use).

Any ambiguities in the interpretation of these Terms of Use shall not be construed against us.

### **13. WAIVER**

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

### **14. SEVERABILITY**

In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

### **15. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms of Use, your use of xRocket and the Services, all transactions through the xRocket, and all related matters, regardless of your location, are governed solely by, and construed solely in accordance with, the laws of the Republic of Panama, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.

In the event that any claim or dispute arises out of or in connection with these Terms of Use, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the parties may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this section, either party may commence proceedings in accordance with the arbitration clause below.

Any legal suit, action, proceeding, or dispute arising out of or related to these Terms of Use, or the transactions contemplated hereby may be instituted in the courts of the Republic of Panama or in the courts of the state where the collateral is located. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute. Each party (you and us) hereby irrevocably submits to the exclusive jurisdiction of the courts of the Republic of Panama for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or inconvenient venue for such proceeding. Each party (you and us) hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under these Terms of Use and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. The parties (you and us) hereby waive all rights to a trial by jury.

If either party shall commence an action or proceeding to enforce any provisions of these

Terms of Use, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses reasonably incurred in connection with the investigation, preparation and prosecution of such action or proceeding.

Any disputes related to Third-Party Tools providers, must be resolved directly with the relevant provider, and xRocket shall not be a party to such disputes.

## **16. MODIFICATIONS**

We may update these Terms of Use from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons. Any new features or tools that are added to xRocket shall also be subject to the Terms of Use.

You can review the most current version of the Terms of Use at any time in xRocket available at [https://static.xrocket.exchange/terms\\_of\\_use.pdf](https://static.xrocket.exchange/terms_of_use.pdf). We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes on xRocket. It is your responsibility to check these Terms periodically for changes. Your use of, or access to, xRocket following the posting of any changes constitutes acceptance of those changes.

## **17. GENERAL**

Legislation and regulation related to Digital Assets and any related activities varies by country and often changes quickly. You are responsible for making sure using xRocket in your country, state or other locale is in accordance with all applicable laws and regulations.

Neither these Terms of Use, nor any content, materials or features of xRocket and the Services create any partnership, joint venture, employment, or other agency relationship between you and XROCKET CORP. You may not enter into any contract on behalf of XROCKET CORP. or bind XROCKET CORP. in any way.

You may not assign any of your rights under this Agreement, and any such attempt will be null and void. We may, in our sole discretion, assign or transfer, without further consent or notification, these Terms or any or all of the contractual rights and obligations pursuant to these Terms, in whole or in part, to any affiliate of XROCKET CORP. or to a third party in the event that some or all of the business of XROCKET CORP. is transferred to such other third party by way of merger, sale of its assets or otherwise

## **18. NATURE OF THE SERVICES**

We do not offer personalized guidance on Services provided. We explicitly clarify that we are not acting as your broker, intermediary, agent, or advisor, and no fiduciary relationship or obligation is established between us in connection with any transactions or activities undertaken through xRocket. We refrain from providing investment or consulting advice of any nature. None of the communications or information disseminated by us should be construed as advice of any kind.

While on occasion, we may furnish factual information, elucidate transaction procedures, or delineate potential risks, it remains unequivocally your decision to utilize xRocket and its Services. Any communication or information conveyed by us should not be interpreted as

investment advice, financial advice, trading advice, tax advice, or any other form of guidance.

The responsibility for utilizing Services and evaluating whether any investment, investment strategy, or associated transaction aligns with your individual investment objectives, financial position, and risk tolerance lies solely with you. In case of any concerns regarding your status or obligations when using Services, we advise seeking independent advice.

## **19. COMMUNICATIONS**

When you send emails or other electronic messages to us or in connection with the Services, you are communicating with us electronically and consent to our review and analysis of such messages and to receive return communications, if any, from us electronically. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. It is your responsibility to turn on notifications, including but not limited to notifications from a third-party payment processing company. By accessing or using xRocket, you consent to receive communications through emails, push notifications, text messages (including Telegram messages), and phone and Telegram calls. These communications may promote us or projects listed on xRocket. Please note that any communications, including calls, may be monitored and recorded for quality control purposes. You can opt-out of certain communications by submitting a relevant request.

You must respond promptly to all email and other correspondence from us, including without limitation email and correspondence concerning complaints or concerns regarding your use of the xRocket, the Services and the use of your personal digital wallet.

## **20. CONTACT US**

For more information about our practices, if you have questions, or if you would like to make a complaint, please contact us by e-mail at [support@xrocket.exchange](mailto:support@xrocket.exchange).