

## TERMS OF USE AGREEMENT

**BY USING XASPAY'S WIDGET ("WIDGET") OR USING ANY OTHER XASPAY SERVICES MADE AVAILABLE TO YOU THROUGH LATOKEN WEBSITE (COLLECTIVELY, THE "SERVICES"), YOU ("USER", "YOU") ARE AGREEING TO ACCEPT AND COMPLY WITH THE TERMS AND CONDITIONS OF USE STATED BELOW ("TERMS OF USE"). YOU SHOULD READ THE ENTIRE TERMS OF USE CAREFULLY BEFORE USING THIS SITE OR ANY OF THE SERVICES.**

### I. GENERAL CONDITIONS

As used in these Terms of Use, "Xaspay" refers to XasPay Sp.z.o.o., a company duly incorporated in Poland under the registration number 0000978753, with registered address at: ul. Hoza 86, unit 210, Warsaw, 00-682, Poland, registered as a "Business within Virtual Currencies". "LATOKEN" refers to LiquiTrade Limited (a Cayman Islands entity, registration number 341867) and affiliates thereof.

Services of exchanging means of payment to Virtual Currencies (hereinafter "Primary crypto/fiat conversion services") or services of conversion of fiat assets into Digital Assets or Digital Assets into Fiat Assets (hereinafter "Secondary crypto/fiat conversion services"): such services are provided by Xaspay via a widget installed on the website of LATOKEN.

When making fiat to crypto conversion such services are provided by XasPay.

”

LATOKEN and the Website are NOT operated by XasPay Sp. z.o.o. Services and liability of XasPay Sp. z.o.o. are strictly limited to the exchange of means of payment to Virtual Currencies made by the users.”

Neither LATOKEN, nor XasPay Sp. z.o.o. provide acquiring, payment, banking services or execution of payment transactions, these services are provided by other licensed third-party providers.

XasPay Sp. z.o.o. is officially registered in the state Register of "Businesses within Virtual Currencies" under the number RDWW-365 by the Director of the Inland Revenue Administration Chamber in Katowice since July 7<sup>th</sup>, 2022. This registration allows to provide the following services:

- exchange between virtual currencies and means of payment;
- exchange between virtual currencies;
- provision and maintenance of accounts for virtual currencies (wallets);
- intermediation (brokerage) for the exchange of virtual currencies.

Secondary services:

You may also purchase Digital Assets from third party providers or using the services of third party providers to convert your Digital Assets to Fiat: Users, at their own risk and discretion, may select one of the alternative third party card acquiring and payment processing services made available to them. Although we made reasonable due diligence of the third party conversion service providers available for selection to users, we buy no way guarantee, endorse, or make ourselves financially responsible for any operations conducted through Secondary services. While making conversion operation(s) through such third parties Users are required to conclude an agreement between Users and this Secondary provider.

Depending on your country of residence or citizenship, you may not be able to use all the functions of the Widget. It is your responsibility to follow rules and laws in your country of residence and/or country from which you access this Widget and Services. As long as you agree to and comply with these Terms of Use, Xaspay grants you personal, non-exclusive, non-transferable, non-sublicensable and limited right to enter and use the Widget and the respective Services.

## **II. SUMMARY OF TERMS OF USE**

This summary of our Terms of Use sets out an overview of the key terms that apply to your use of our Widget and Services. While we hope this summary section is helpful, you should read the complete Terms of Use below since they provide important information about how our Services work.

Xaspay provides you with a simple and convenient way to buy Digital Assets (sometimes also referred to as “crypto” assets such as Bitcoin or Ethereum, together “Digital Assets”). Our Services **do not** provide users with the ability to trade Legal Tender Money or one form of Fiat Assets for another form of Fiat Assets. Xaspay or its partners do not provide custodial services of Fiat Money. Xaspay does not deposit, withdraw, keep or transmit Fiat Money / Legal Tender Money. Additionally, the Services available to you will depend upon the country from which you access Xaspay or in which you reside or whose citizenship you hold. You must meet certain other eligibility criteria to use Xaspay.

There are important legal terms provided below in the complete Terms of Use, including your indemnification responsibilities, our limitation of liability and warranty disclaimers. Please take the time to read these terms carefully. You can always contact us through support if you have any questions

### **IF YOU DO NOT ACCEPT THE TERMS OF USE OUTLINED IN THIS AGREEMENT, DO NOT ACCESS OUR WIDGET AND DO NOT USE OUR SERVICES.**

By registering for our services, the User expressly represents and warrants that he/she:

- follows the rules and laws in his/her country of residence and/or country from which he /she accesses this Widget and the Services;
- has accepted these Terms of Use;
- is at least 18 years old and has the right to accept these Terms of Use and receive the Services.

The User represents and warrants that he/she will only use the Widget in accordance with terms and conditions set out in these Terms of Use and that they are duly authorized and have capacity to use the Services on the Widget.

The User represents and warrants that the Services rendered to him/her do not violate the rights of any third party or applicable laws.

The User understands that his/her personal data and identifiers may be shared with appropriately authorized third parties, due to legal obligations such as prevention of crimes and for tax purposes and/or to provide the Services requested by the User.

### **1. USER ONBOARDING**

a. You will not be able to use Xaspay Services and buy Digital Assets until you have passed respective identity and security validation and verification checks, and provided information and documents requested in accordance with the applicable anti-money laundering regulations. We or a third-party provider may check all personal and identity verification information you provide with credit reference or fraud prevention agencies and other organizations. These agencies may keep a record of your information and the searches made. However, we do not perform a credit check and any search is for identity purposes only and will be recorded as such. We shall keep records of the information and documents We obtain to verify your identity in accordance with all applicable legal and regulatory requirements.

b. For the purposes of anti-money laundering prevention and combating terrorist activities, Xaspay reserves the right to request any additional information and documents from you about you and/or your Transaction, and suspend your access to our Services anytime in case the documents or information provided by you are unsatisfactory or insufficient, as Xaspay decide in its sole discretion.

c. Xaspay may from time to time be required by law and any applicable regulation (including without limitation local, national and international acts and regulations) and/or such policies and procedures as we may from time to time adopt to implement or comply with our obligations under the same to confirm and verify the identity of each person who registers as user.

d. Services are available for registered users of LATOKEN from “Tier 2” and above. For Tier 2 verification you need to provide your e-mail, full name, phone number, date of birth, citizenship, ID documents and your photograph. You may also be required to present proof of residence. Digital Assets purchase or withdrawal are not available for Users with Tier 1 or Tier 0 verification.

e. We may deem necessary or desirable from time to time in connection with requirements or recommendations of any applicable regulation to request additional or updated documents. We may also occasionally request updated documentation and/or information.

f. Xaspay does not accept any users (including residents and citizens, or through agency or representation) from the following jurisdictions: United States of America, Ontario (Canada), Afghanistan, Democratic People's Republic of Korea (DPRK), Iran, Iraq, Syria, Yemen, China (the “Restricted Countries”). If User is not a resident or citizen of a Restricted Country but is travelling to any of these countries, User should acknowledge that (i) he shall not use Services while in any of the restricted countries, and (ii) Services may be unavailable and/or blocked in such countries.

g. Xaspay currently may restrict trading activity for investors (including residents and citizens, or through agency or representation) in the following jurisdictions: Canada, UK, Australia, France, South Africa, New Zealand, Japan, People’s Republic of China, Singapore, South Korea, Israel, Cayman Islands.

h. Xaspay may at any time and in its sole discretion limit access to any Services. Certain Users from EU/EEA will have access to Alternative Tokens only subject to compliance with reverse solicitation regime pursuant to applicable EU and local regulations. The Widget and/or any other online materials provided do not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized, or to any person to whom it is unlawful to make such an offer or solicitation.

## **2. USING THE WIDGET**

a. This Widget is for your personal and non-commercial use only. We are vigilant in maintaining the security of our Widget and the Services. By registering with us, you agree to provide Xaspay with current, accurate and complete information about yourself, as prompted by the registration or verification processes, and to keep such information updated. You further agree that you will not use the Services other than for your own legitimate purpose or access the Wallet of any other User at any time or assist others in obtaining unauthorized access.

b. You agree that you will not use the Services to engage in criminal activity of any kind, including but not limited to, money laundering, illegal gambling operations, terrorist financing, malicious hacking or any other criminal or illegal activity.

## **3. DEPOSIT AND WITHDRAWAL OF USER’S DIGITAL ASSETS**

a. Digital Assets depositing is made to a user’s wallet, which is unique for every User. A User can obtain the address for depositing Digital Assets in the “Wallet” section of LATOKEN site.

Xaspay has no relation to any aspect of the user’s wallet maintenance.

After the respective Digital Assets are sent by the User to this address, the Wallet is automatically credited upon completion of the required number of confirmations on the blockchain depending on the type of the Digital Asset.

b. By making a deposit, the User confirms that he/she bears risks for any possible loss.

c. In case of complaints from payment systems (hacking or theft), Xaspay has the right to suspend the Service and request documents for investigation or verification purposes. The User is fully responsible for possible indication of an incorrect address for withdrawal and, as a consequence, possible financial losses.

#### **4. PURCHASE OF DIGITAL ASSETS**

a. To convert fiat assets to Digital Assets, a Customer can use the services of one of our independent third-party vendors. To use the services of independent third-party vendors, Xaspay will redirect you to their website, and you will have the ability to purchase Digital Assets from them. You may be required to go through a verification process in relation to such funds transfer. You may be charged fees by the vendor and other third parties that you use to credit your Wallet. Xaspay is not responsible for any fees or for the management and security on the part of or any third party vendor involved in funds transfer. You agree to comply with all terms and conditions imposed by the vendor or another third party executing the transfer. The timing to complete funds transfer transaction will depend in part upon the performance of third parties and Xaspay makes no guarantee regarding the amount of time it may take to credit funds to your Wallet.

#### **5. FEES, CHARGES AND OTHER COSTS**

The fees and charges payable for our Services are displayed on the Website and are charged pursuant to Xaspay procedures.

#### **6. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS**

a. Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on the Widget or provided in connection with the Services, including, without limitation, text, graphics, pictures, information, data, other files and the selection and arrangement thereof (collectively, "Xaspay information") and computer source codes, programs, data files and other software (including all machine readable code, printed listings of code) (collectively, "Software") are the proprietary property of Xaspay or our licensors or suppliers and are protected by international copyright laws and other intellectual property rights laws.

b. We hereby grant you a limited, nonexclusive and non-sublicensable license to access and use Xaspay Widget for your personal or internal business use. Such license is subject to these Terms of Use and does not permit (a) any resale of the Xaspay information; (b) the distribution, public performance or public display of any Xaspay information; (c) modifying or otherwise making any derivative uses of the Xaspay information, or any portion thereof; or (d) any use of the Xaspay information other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate your access to the Services.

#### **7. AVAILABILITY OF SERVICES**

a. The Services allow verified and eligible Users to trade Digital Assets with other verified and eligible Users.

b. Depending on the User's place of residence, the User may not have access to certain Services or products of Xaspay. It is the User's responsibility to follow the rules and laws applicable

to him/her in his/her place of residence and/or place from which the User accesses Xaspay.

c. We do not represent that Xaspay Widget will be available 100% of the time to meet your needs. We will strive to provide you with the Service as soon as possible, but there is no guarantee that access will not be interrupted, or that there will be no delays, failures, errors, omissions or a loss of transmitted information.

d. We will use reasonable endeavors to ensure that the Widget can be accessed by you in accordance with these Terms of Use. However, we may suspend use of the Site for maintenance and will make reasonable efforts to give you notice of this. You acknowledge that this may not be possible in an emergency, and accept the risks associated with the fact that you may not always be able to use the Site or carry out urgent transactions using your Wallet.

e. We may restrict or terminate access to our services for violation of Xaspay rules and conditions, as specified in details in section 12, SUSPENSION, CLOSURE, AND TERMINATION

### **8. THIRD-PARTY CONTENT**

In using our Services, you may view content provided by third parties, including links to web pages of such parties ("Third-Party Content"). We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

### **9. RISK DISCLOSURE**

For the avoidance of doubt, Xaspay does not provide any legal, tax, estate planning or investment advice in connection with Xaspay Services.

Any activity related to Digital Assets carries with it a significant risk. Prior to using the Services, the User should carefully consider the below risks and, to the extent necessary, consult a lawyer, accountant, and/or tax or investment management professionals prior to entering into this Agreement or requesting a transaction to be performed. You acknowledge and agree that you shall access and use the Services at your own risk.

As a User of Xaspay Services, you acknowledge and/or agree to the following:

a. You are investing at your own risk and discretion.

b. Neither Xaspay, nor its employees, owners, founders, affiliates, officers, board members, contractors, investors or advisors, are investment or trading advisors.

c. Absolutely none of the information provided is a recommendation to buy or sell any investment or asset or a guarantee of results.

d. You are not entitled to a refund at any time or for any reason.

e. Xaspay is not liable for any errors or omissions or oversights.

f. Hypothetical statements may have inherent limitations.

g. The Digital Assets market is a dynamic area and the respective prices are often highly

unpredictable and volatile. You should not deal in these or similar products unless you understand their nature and the extent of your exposure to risk. You should also be satisfied that the product is suitable for you in light of your circumstances and financial position. In addition, use of the Platform and of our Services can never be considered a safe investment but only an investment with a high risk of loss inherently associated with it. It is possible that the value of Digital Assets will drop significantly in the future. The market for Digital Assets is still new and uncertain. No-one should have funds invested in Digital Assets or speculate in Digital Assets that she is not prepared to lose entirely. Whether the market for one or more Digital Assets will move up or down, or whether a particular Digital Asset will lose all or substantially all of its value, is unknown. Participants should be cautious about holding Digital Assets.

h. There are risks associated with utilizing an internet-based platform including, but not limited to, the failure of hardware, Services software, and internet connections. You acknowledge that Xaspay shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the services.

i. Hackers or other groups or organizations may attempt to steal your Digital Assets or the revenue from your transactions.

j. The Software rests on open-source software, and there is a risk that some weaknesses or bugs may be introduced into infrastructural elements causing the loss of the Digital Assets stored in one or more Wallets.

k. The blockchain used for the Services software is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attack presents a risk to the Software, expected proper execution and sequencing of the transactions, and expected proper execution and sequencing of computations.

l. Digital Assets transactions are irrevocable and stolen or incorrectly transferred Digital Assets may be irretrievable. As a result, any incorrectly executed Transaction could adversely affect the value of your Wallets. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of Digital Assets or a theft of Digital Assets generally will not be reversible and there may be no compensation for any such transfer or theft.

m. The risk information presented here does not reflect all of the risks or other important aspects of your transactions via the Services (including related to the nature and performance of any products available on the Platform). Therefore, before starting to use the Services, you should learn the specifics of such transactions and possible underlying assets in detail or seek further professional advice. Please consider these risks carefully and seek professional advice if anything in this section or in the general is not clear to you. Do not use the Services until you are sure that you correctly understand all the associated risks.

n. Markets for Digital Assets have varying degrees of liquidity. Some are quite liquid while others may be thinner. Thin markets can amplify volatility. There is never a guarantee that there will be an active market for one to sell, buy, or trade Digital Assets or products derived from or ancillary to them. Furthermore, any market for tokens may abruptly appear and vanish. Xaspay makes no representations or warranties about whether a Digital Asset that may be traded on the Site any point in the future, if at all. Any Digital Asset is subject to delisting without notice or consent. Values in any digital asset

marketplace are volatile and can shift quickly. Participants in any Digital Assets market are warned that they should pay close attention to their position and holdings, and how they may be impacted by sudden and adverse shifts in trading and other market activities.

o. The legal status of certain Digital Assets may be uncertain. This can mean that the legality of holding or trading them is not always clear. Whether and how one or more Digital Assets constitute property, or assets, or rights of any kind may also seem unclear. Participants are responsible for knowing and understanding how Digital Assets will be addressed, regulated, and taxed under applicable law.

p. When you finance a purchase or sale of Digital Assets on a peer-to-peer basis, you run the risk of losing your provided financing. Similarly, when you accept financing to enter a trading agreement, you accept the risk of not being able to repay that financing (e.g., if the market price of the Digital Asset you purchased with the financing falls). Participants should know all of the terms of any contracts they enter and how their trading strategies and other market and risk factors can affect their financing obligations.

THE POINTS SET OUT ABOVE APPLY TO ALL PRODUCTS. THIS BRIEF STATEMENT DOES NOT DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF MARKETS. CERTAIN OTHER RISKS RELATED TO INVESTMENTS IN DIGITAL ASSETS MAY OCCUR.

#### **10. DISCLOSURE TO GOVERNMENTAL AUTHORITIES AND AUTHORIZED THIRD PARTIES**

a. We may share your Personal Data with law enforcement, data protection authorities, government officials, and other authorities when:

- i. Required by law;
- ii. Compelled by subpoena, court order, or other legal procedure;
- iii. We believe that disclosure is necessary to prevent damage or financial loss;
- iv. Disclosure is necessary to report suspected illegal activity; or
- v. Disclosure is necessary to investigate violations of our Terms of Use or Privacy Policy.

b. For further information on how we process your Personal Data, please refer to the [Privacy Policy](#).

#### **11. INTERNATIONAL TRANSMISSION OF PERSONAL DATA**

We store and process your Personal Data in data centers around the world, wherever Xaspay facilities or service providers are located. As such, we may transfer your Personal Data outside of the European Economic Area (“EEA”). Such transfers are undertaken in accordance with our internal policies. For further information on how we process your Personal Data, please refer to the [Privacy Policy](#).

#### **12. SUSPENSION OF SERVICES**

Notwithstanding anything to the contrary herein, we may temporarily or indefinitely suspend rendering our Services to you in the following cases:

- i. We detect unauthorized access to your account.
- ii. We are required to do so by a court order or command by a regulatory authority.
- iii. Your use of Xaspay services violates public interests, public morals or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using Xaspay services.
- iv. We detect unusual trading activities including market manipulation (such as pump and dump schemes, wash trading, front running, quote stuffing, spoofing, layering, regardless of whether prohibited by law).

- v. During the use of Xaspay services, you carry out activities that don't comply with the requirements of applicable laws and regulations, these Terms of Use and various guidelines of Xaspay.
- vi. You provide false, inaccurate, incomplete or misleading information upon registration or later on during the usage of Xaspay services.
- vii. if you fail to pay applicable fees or make any other payments when due;
- viii. You abuse Xaspay's or third-party copyright, patent, trademark or intellectual property rights.
- ix. You engage in activities such as blackmail, extortion, ransoming data, junk mail, spam, chain letters; if you attempt to gain unauthorized access to the Software or another User's Wallet or provide assistance to others attempting to do so; use web crawler or similar techniques to access Xaspay services or to extract data.
- x. Reverse engineer or disassemble any aspect of the Widget, the API, the App in the effort to access any source code, underlying ideas, concepts or algorithms.
- xi. Perform any actions that impose an unreasonable or disproportionately large load on our infrastructure or detrimentally interfere with, intercept or expropriate any system, data or information.
- xii. Engage in any other activity which, in Xaspay's reasonable opinion, amounts to or may amount to market abuse, infrastructure abuse or other adversely affects other users of Xaspay services.

### **13. APPLICABLE LAW**

The services provided by Xaspay and the present Agreement will be governed by and construed in accordance with Polish law without regard to conflict of laws provisions, and the parties irrevocably submit any dispute in relation to this Agreement to the nonexclusive jurisdiction of the Polish courts.

### **14. DISCLAIMER OF WARRANTIES**

a. Except as expressly provided to the contrary in a writing by us, our Services are provided on an "as is" and "as available" basis. We expressly disclaim, and you waive, all warranties of any kind, guarantee, declaration or condition, whether express or implied, including, without limitation, implied warranties of merchantability, market quality, commercial value, fitness for a particular purpose, title and non-infringement as to our Services, including the information, content and materials contained therein.

b. You acknowledge that information you store or transfer through our Services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, protocol changes by third party providers, internet outages, force majeure or other disasters including third party DDOS attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our Services.

### **15. LIMITATION OF LIABILITY**

a. You acknowledge and agree that, to the fullest extent permitted by the applicable law, the disclaimers of liability apply to any and all damages or injury whatsoever caused by or related to use of, or inability to use, the Services under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that Xaspay shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or inability to use, the Services, or purchase or sale of, or inability to purchase Digital Assets. You further specifically acknowledge that Xaspay is not liable for the conduct of third parties,



including other Users, and that the risk of using the services rests entirely with you. Notwithstanding the foregoing, nothing in this agreement shall affect your statutory rights or exclude injury arising from any willful misconduct or fraud of Xaspay.

b. Xaspay shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) transmission or delivery of information; (2) any failure to perform Xaspay obligations hereunder; (3) any loss or damage arising from any event beyond Xaspay's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, act of sabotage, riot, labor dispute, strike, accident, action of government, embargo, communications, delay or failure of any subcontract, power failure, accident to or breakdown or outage of computers, equipment or software malfunction, internet outages, internet latency, computer viruses, hacker attack, voluntary or mandatory compliance with any governmental act, regulation or request, flaw in third-party services, public enemy, terrorist acts or any other cause beyond Xaspay's reasonable control.

## **16. INDEMNITY**

You agree to defend, indemnify and hold harmless Xaspay and its respective directors, officers, members, employees, contractors, agents, affiliates, partners and their respective successors, heirs and assigns (the "Xaspay Indemnitees"), against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon Xaspay Indemnitees, or any of them, in connection with any claims, suits, actions, damages, losses, costs, expenses, demands or judgments of third parties, including without limitation, personal injury and product liability matters or reasonable attorneys' fees, arising out or relating to (a) your use of, or conduct in connection with, our Services; (b) any feedback you provide; (c) your violation of these Terms of Use; or (d) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

## **17. MISCELLANEOUS**

- a. These Terms of Use contain the entire agreement and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms of Use do not alter the terms or conditions of any other electronic or written agreement you may have with Xaspay for the Services or otherwise. In the event of any conflict between these Terms of Use and any other agreement you may have with Xaspay, the terms of that other agreement will control only if these Terms of Use are specifically identified and declared to be overridden by such other agreement.
- b. We reserve the right to make changes or modifications to these Terms of Use from time to time, in our sole discretion. If we make changes to these Terms of Use, we will provide you with notice of such changes by posting the amended Terms of Use via the applicable Xaspay websites and mobile applications and/or otherwise (notice on homepage, sending on email etc.). The amended Terms of Use will be deemed effective immediately upon posting. Any amended Terms of Use will apply prospectively to use of the Services after such changes become effective. If you do not agree to any amended Terms of Use, you must discontinue using our Services and contact us.
- c. Our failure or delay in exercising any right, power or privilege under these Terms of Use shall not operate as a waiver thereof.
- d. The invalidity or unenforceability of any of these Terms of Use shall not affect the validity or enforceability of any other of these Terms of Use, all of which shall remain in full force and effect.
- e. You may not assign or transfer any of your rights or obligations under these Terms of Use

without prior written consent from Xaspay, including by operation of law or in connection with any change of control. Xaspay may assign or transfer any or all of its rights under these Terms of Use, in whole or in part, without obtaining your consent or approval.

f. Xaspay shall not be obliged to perform any obligation under this Terms of Use if the User would be in violation of, or exposed to punitive measures under, sanctions or any other laws, regulations, statutes, prohibitions or restrictions imposed by the USA, the UN, the EU, the UK, Singapore, Canada, or Switzerland and/or applicable to the User relating to the adoption, implementation and enforcement of economic sanctions, export controls, trade embargoes or other restrictive measures of any type whatsoever.

g. These Terms of Use may be terminated as follows:

I. We reserve the right to terminate these Terms of Use and your registration for our Services in the following cases:

(1) It is required under any applicable law (including any change or update) or according to, any regulatory demand (such as a valid subpoena, court order, or binding order of a government authority);

(2) If for any reason We decide to discontinue to provide the Services (in whole or in part), by providing at least 3 (three) calendar days' notice (which may be provided by email, short text message etc.);

(3) If We believe that you have breached any of the terms of these Terms of Use, immediately without notice;

(4) In case of any circumstance having a material adverse effect on your financial position, assets or liabilities, immediately without notice;

(5) If We believe that any representation or warranty made by you provides to have been materially incorrect or inaccurate when made, immediately without notice;

(6) The death of the User;

(7) If your use of the Platform has been in any way improper or breaches spirit of these Terms of Use, immediately without notice;

(8) Upon an issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up proceedings in respect of the User, immediately without notice.

II. Termination of these Terms of Use will not extinguish or alter any rights, obligations or liabilities of you or Xaspay that accrued prior to such termination.

h. If these Terms of Use are terminated for any reason due to suspected misconduct by the User, Xaspay reserves the right to provide for withholding of any funds or assets in the Wallet until the matter is resolved.

## **18. CONTACT US**

If you have any questions relating to these Terms of Use, your rights and obligations arising from these Terms of Use and/or your use of the Xaspay Widget and the services, or any other matter, please contact [finance@xaspay.com](mailto:finance@xaspay.com).