



Terms and Conditions

Last amended: 31.10.2024

XCARDS ACTS AS AN INTERMEDIARY BETWEEN THE CUSTOMER AND THE BANKS. XCARDS IS NOT RESPONSIBLE FOR THE CUSTOMER'S FUNDS. IN THE EVENT OF BLOCKING ANY FUNDS FROM THE BANKS, XCARDS MUST COMPLY WITH THE BANKS' DIRECTIVES. THE CUSTOMER SHOULD NOT STORE FUNDS IN SERVICES ACCOUNTS OR ON CARDS AND SHOULD USE SERVICES AS A BUFFER FOR PAYMENTS. XCARDS DOESN'T GUARANTEE THE SAFETY OF THESE FUNDS.

By accessing or using the services, the Customer is accepting these Terms and Conditions, represents and warrants that the Customer has the right, authority, and capacity to enter into these Terms. The Customer may not access or use the service or accept the terms if the Customer is not at least 18 years old. By making use of services shall assume all risks related to the use of services and the Xcards shall not be liable for any such risks or adverse outcomes. If the Customer does not agree with all of the provisions of these terms, the Customer shall not access and/or use the service.

The Terms and Conditions govern the basic provisions applicable to the opening of the account, the provision of payment services, and access to the Website (collectively shall be referred to herein as "Services"), with applicable fees based on agreed rates by Xcards ("Company", "We", "Us") to the Users of <https://xcards.net/> ("Customer"). The services and beta services are provided as is and as available.

Xcards reserves the right, in its sole discretion, to revise or modify these Terms and Conditions, Privacy Policy including any other legal documents related to specific services, that Xcards may publish (individually and collectively shall be referred to herein as "Terms and conditions"). Please note some of the provisions of the Terms and Conditions could be also elaborated within the website and account. At any time by posting the amended terms and conditions on or within the service.

The Customer is responsible for monitoring the terms and conditions periodically. The Customer's continued use of the service after a change or modification of these terms and conditions has been made shall constitute the Customer's acceptance of the revised terms and conditions.

For the avoidance of any doubts, hereinafter any references to the denomination in currency are made for ease of reference and evaluation of virtual items. The Company operates only with digital assets and in any case, nothing in these terms and conditions should be considered that Xcards operates with fiat money.

1. CREATING ACCOUNT

1.1. The following Terms and Conditions govern the Customer's access to <https://xcards.net/> ("Website") and use of services after completing the registration of the Account by providing the following information through the registration form:

- Login (Customer's email address); Password;
- Contact information (Telegram link, Skype link and etc.).

Account may also include other information the Customer provides to the Company for the replenishment of the virtual Wallet and providing Services.

1.2. The Company has the right to refuse to provide services to the new Customer but we guarantee that the refusal shall always be based on valid reasons. The Company has the right to limit or fully block the account of Customers in terms of specific rights, including limiting access and/or usage of their rights.

1.3. The Company is entitled both to act on behalf of third parties and partially or fully transfer the performance of its obligation to third persons, provided that it arises from the essence of the obligation or is more expedient for providing Services, considering the circumstances and depending on the Customer's place of residence or their seat and/or for any other reason at the discretion of the Company.

2. MANAGING ACCOUNT

2.1. The Customer agrees that he or she shall not violate any law, contract, intellectual property or other third-party right or commit a tort, and that the Customer is solely responsible for conduct while using the Company Services. If the Company detects suspicious activities related to fictitious transfers, the Company reserves the right to suspend or permanently block the Customer's account without prior notice.

2.2. The Account includes the following information:

- Customer's personal data;
- Wallets opened by the Customer and the number of Virtual Items disposed on these Accounts and Virtual Card;
- Information about transactions, which were made using the Account, Wallets and Virtual Card;
- Other information at the Company's discretion.

2.3. The Customer shall keep the Account secure and take all reasonable steps to safeguard the privacy, confidentiality, and security of Customer Credentials, including all reasonable means to protect mobile devices, web browsers, and anything else used to access or utilize the Services.

The Company is not responsible for the use of Customer's Password and Login or for all of the communication and activity that results from the use of Customer's Password and Login by the Customer or by any person to whom the Customer may have intentionally or by negligence disclosed Login and/or Password in violation of this confidentiality provision.

The Company is also not responsible for the use of the Account by a person who fraudulently used the Login and Password without the Customer's permission. If the Customer believes that the confidentiality of Login and/or Password may have been compromised, the Customer shall change them immediately or notify the Company without any delay.

2.4. The Company may block the Account or refuse to fulfill the Transfer Order, depending on the degree of risk of the Customer's activities and/or transactions, if:

- The Customer fails to fulfill the obligations under these Terms and Conditions;
- The Company suspects that the Virtual Items on Customer's Account/Wallet/Virtual Card may be used to commit the money laundering, terrorism financing or other crime or have been received from criminal activity already committed;
- The Company is obliged to do so by the legal acts;
- Transfers are made in breach of these Terms and Conditions and security requirements of Customer's account;
- Transfers are suspicious, unauthorized or fraudulent;
- The Company suspects that the corresponding transaction, the Customer or connected person is related to the territory, area of activity, the Service or a person subject to sanctions or other national transaction limits;
- In other cases, at the Company's discretion if the Company believes that it is necessary or advisable in order to protect the Account and/or the Company's business interests/activity;
- Following the individual terms of the card.

2.5. In the event of a violation of the Terms and conditions the Company reserves the right to initiate withdrawals from any Customer's accounts to rectify the breach, recover losses incurred due to the violation, or as otherwise deemed necessary by the Company. All such withdrawals shall be carried out following applicable laws and regulations, and the Company shall realize this right transparently and reasonably.

2.6. The Customer is responsible for satisfying the outstanding debt on the Account. There is a 3-hour window to settle debt in the event of debt. After this grace period, the Company's legal department shall initiate proceedings, and the account is subject to permanent suspension without any possibility of fund restitution.

The penalty for this violation is up to 100% of the total outstanding debt shall be levied in favor of the Company.

2.7. To maintain their current account level, the Customer must meet the monthly transactional activity criteria set by the Company. Failure to meet these criteria shall result in an automatic downgrade to the appropriate level based on their activity. The Company reserves the right to determine the Customer's Level at its sole discretion. The Customer is responsible for understanding and adhering to the criteria for their Level and all other relevant terms and conditions set by the Company in the Website.

2.8. Any funds that haven't been claimed shall be securely held by the Administrator for a period of year from the date when your account was suspended or terminated. After this year period, you'll be considered to have given up any rights to those funds. By using our services, you agree that once this period ends, the Administrator won't have any responsibility to return those unclaimed funds to you.

3. VERIFICATION OF ACCOUNT

3.1. The Customer may use an Unverified Account with the limitations specified in the Terms and Conditions.

3.2. The Customer may upgrade to the verified account by the means of verification by providing necessary additional information and documents set out in the Annex#1 to these Terms and Conditions (“Know Your Customer Policy”).

3.3. By concluding the Terms and Conditions, the Customer agrees that the Company ourselves or through third parties shall verify and evaluate the Customer's identity, activities, origin of funds, posed risks and any other information necessary for a proper performance of the “Know Your Customer” procedure. You must provide us with all the requested information within the time, in the form and in the language specified by us for the “Know Your Customer” procedure.

3.4. The User's Account is personal and may only be used by the Customer. The Customer warrants that, whether registering, changing, or completing the registered data, he or she shall provide only correct data about himself. The Customer assumes all the risk of negative consequences that may arise due to the provision of false data.

4. SCOPE OF SERVICES

4.1. The Company ensures the provision of the following Services to Customers via authorized third parties (as specified in these Terms and Conditions):

4.1.1. Deposits to Wallet with a cryptocurrency that is to be exchanged to the Virtual Items at the exchange rate placed on the Website and updated regularly.

At the moment of deposit, the estimated value is assigned and used to calculate the amount of funds to be refunded upon withdrawal the Virtual Items as specified in clause 4.1.6.;

4.1.2. Conversion of the Virtual Items denominated in one currency to the Virtual Items denominated in other currency at the exchange rate placed on the Website and in this way change the Virtual Items' amount in the Wallet;

4.1.3. Transfer of the number of Virtual Items indicated by the Customer to the third party also registered on the Website;

4.1.4. Withdrawal of Virtual Items from the Wallet of the Customer and crediting them to the Wallet of a third party registered on the Website upon the request of such third party registered on the Website and upon Customer's confirmation of such withdrawal in execution of the Customer's obligations to such third party;

4.1.5. Issuance of the Virtual Card upon the payment of the applicable Commission Fee and issuance of a security bond in the form of a pledge of Virtual Items in order to obtain a loan from the Company to be credited to the Virtual Card;

4.1.6. Withdrawal of the Virtual Items from the Wallet. The currency to be credited to the Customer shall be calculated in accordance with the exchange rate specified on the website at the time of the transfer.

4.2. The Parties agree and understand that the fact of denomination of Virtual Items into different currencies is made for determining the number of Virtual Items to be deposited in the Wallet in the exchange of currency and the amount to be withdrawn and returned as currency, and does not in any case mean making with fiat money.

4.3. Obligations of the Company hereunder shall be limited to rendering the Services related to the execution of Customer's Transfer Orders. The Company is not a party of any transaction concluded between the Customer and third parties registered on the Website, and accordingly:

- Shall not regulate and supervise compliance of the transaction with the requirements of the law and of other legal acts;
- Shall not consider claims of the Customer concerning non-fulfillment (undue fulfillment) of orders by recipients and their obligations under the transaction;
- Shall not bear any responsibility under any disputable issues arising between Customers.

5. LIMITS AND REFUSALS OF TRANSFERS

5.1. Transfer Orders may be given to the Company any time after the replenishment of the virtual Wallet and shall be fulfilled by the Company within a reasonable period provided that the Customer filled in the email address of the payee and the number of Virtual Items to be transferred. All Transfer Orders initiated and confirmed by the Customer shall be finite and irrevocable. If the Company suspects or identifies a transaction as fictitious or fraudulent, it has the right to decline or block the transaction to protect the integrity of the platform or system, prevent fraudulent activities, and comply with legal and regulatory requirements. Exchange rates are placed on the Website.

5.2. To execute the Transfer Orders made through the Virtual Card the Customer shall comply with the requirements, which could be provided additionally by the Company and/or third party. For effective risk management, the Company may decline the execution of transfer orders that are determined to pose an elevated risk to our platform, customers, or partners. If the Company refuses to execute a Transfer Order, it shall make its best effort to indicate the reason and explain what needs to be done to correct the errors that prevented the Transfer Order from being executed, unless it is impossible to do so or would contradict legal requirements.

5.3. The Company reserves the right to dismiss a Transfer Order if the Customer fails to confirm it by entering the confirmation code sent to the Customer's email address, Telegram account, or if the Wallet balance is insufficient to execute the Transfer Order. The Company reserves the right to decline the execution of transfer orders if there is suspicion of involvement in fraudulent or unauthorized activities.

6. COMMISSION FEE AND EXCHANGE RATES

6.1. Detail information about the fees for our services can be found in the Commission List on the Website. For transactions involving Virtual Items, the Customer can find the current exchange rates on the Website. The Company reserves the right to modify these fees, including increases, decreases, or the introduction of new fees.

6.2. Fees for our services are generally expressed in US dollars unless otherwise specified. Please note that these fees do not include applicable taxes, such as VAT. If there are any taxes or additional charges that need to be added to the Customer payment, the Company shall provide this information upon your request.

7. PERSONAL DATA

The Company proceeds personal data provided by the Customers for the provision of Services. It will include IP addresses, parameters of the browser, and other data



necessary for preventing unauthorized access to the account by third parties. All questions of data flow, processing, use and storage are reflected in the Privacy Policy.

8. LIABILITY

8.1. The Company shall not be liable for actions or information provided by any third parties (ex. wallet use, issuance of payment instruments (cards), virtual items execution of payment transactions and etc.). Any such relationships are regulated by the applicable agreements between the Customer and such third parties.

8.2. The Customer is responsible for all transactions conducted through the Wallet and any transactions using issued Virtual Cards. The Customer must familiarize themselves with the legislation of their residence that regulates Account opening, Virtual Items transactions, Virtual Card issuance, and other Services provided herein. The Company is not liable for any breaches of national laws by the Customer. The Customer shall compensate the Company for any damages incurred as a result of the Customer's violations of applicable laws when using the Services.

8.3. The Customer shall reimburse the Company for losses and pay compensations to the Company, as well as indemnify the Company, its affiliates, cooperation partners, and subcontractors against any claims, damages, costs, or expenses (including legal expenses, penalties, or forfeitures) resulting from violation by the Customer of these Terms and Conditions or applicable laws and regulations.

9. INTELLECTUAL PROPERTY

9.1. All materials, including but not limited to software, design, graphics, text, logos, images, and audio-visual materials provided through our product/service, are the intellectual property of the Company or our partners.

9.2. All intellectual property rights, including but not limited to copyrights, patents, trademarks, and trade secret rights, in relation to our materials are protected by intellectual property laws and international agreements.

9.3. Customers of our product/service agree not to copy, distribute, modify, create derivative works, reproduce, or interfere with the intellectual property associated with our product/service without prior written permission from the Company.

9.4. Any use of our product/service or its components that violates intellectual property rights may result in legal consequences, including lawsuits and claims for damages.

9.5. If you believe that any material posted in our product/service violates your intellectual property rights, please contact our legal department at support@xcards.net with a detailed description of the infringement.

9.6. You are prohibited from reproducing, distributing, publishing, transmitting, modifying, or creating derivative works based on the materials provided through our product/service without explicit written permission from the Company.

10. CONFIDENTIALITY

10.1. Parties shall not disclose Confidential Information to any third party. The Company guarantees and ensures the confidentiality of the information about the Customer. This information shall be used only to the extent necessary to achieve the purposes of these Terms and Conditions. If disclosure of Confidential Information is required according to the applicable law or purpose of execution of these Terms and Conditions such disclosure shall not be considered a violation of these Terms and Conditions.

10.2. The Company guarantees and ensures the confidentiality of information about the Customer and the transactions performed by them. All information transmitted during transactions from the Customer to the Company's servers is sent through a secure encrypted channel. The Company shall not store the Customer's password in plain text form. No employee of the Company is authorized to request the Customer's password.

11. COMMUNICATION BETWEEN THE PARTIES

11.1. The Customer shall be obliged to provide the Company with trustworthy information for communication with the Customer. The Customer shall be responsible for keeping the specified data updated at all times. Upon submitting to the Company, the Customer's contact information (email, additional email, telephone number and information about suitable messengers) the Customer agrees to receive information via the above-mentioned channels.

11.2. The Company may communicate with the Customer via any means of communication provided, suitable messengers and Website's interface. Any information the Company sends to the Customer through the above channels shall be considered valid and properly provided.

11.3. The Customer may chat the Company via the interface of the Website, send the email to the Company on the contact addresses provided on the Website or send via messengers using the contact information also presented on the Website.

Any answers sent to the Customer through the same channels as the Customers' question shall be considered valid and properly provided.

The answers are to be considered during the Company's business hours and answers shall be given within the reasonable time from the moment of message/email receipt, provided that such message/email was sent from the Account/email/telephone number registered on the Website.

11.4. Any communication between the Customer and the Company and answers given/information sent to the Customer shall not constitute investment consultations, or advice, an offer or recommendation to conduct a transaction.

11.5. For communication by mail the Company's contact details shall mean the following address: Suite 225, Premier Building, Victoria, Mahe, Seychelles.

11.6. If you have any feedback, comments, requests for technical support, or other communications relating to the Website, you may contact support service via online chat on our website or email support@xcards.net

12. TERM AND TERMINATION

12.1. These Terms and Conditions shall be in effect for an indefinite period until terminated following the provisions stated below.

12.2. The Company shall have the right to limit or cancel the Customer's right to use the Services and close the Account with withdrawing all funds, cancel relevant transactions, request refunds, and take any other necessary actions to ensure the fulfillment of the Customer's obligations and to compensate for any incurred losses, as well as to terminate these Terms and Conditions at any time without advance notice if it appears that:

- The Customer violates or has violated these Term and Conditions or any other Customer's obligations;
- The Customer has submitted to the Company data and/or information that is incorrect, misleading and/or inaccurate;
- The Customer behaves upon using the Services in bad faith, without dignity, illegally or in contradiction with the moral standards recognized in the society;
- The Company has discovered a circumstance based on which there may be a suspicion that third parties have gained possession of the data and devices

allowing logging into the Account and the Account could be used by an unauthorized person;

- The Customer does not accept new version of Terms and Conditions upon first logging into the Service after the new version of Terms and Conditions has been made available on the Website;
- The Customer, despite receiving the relevant request of the Company, does not submit documents or information that are necessary to perform the Company's due diligence obligations in accordance with the applicable law/requirements of third parties or submitted documents or information do not remove the Company's suspicion that the purpose of the business relationship or transaction may be money laundering, terrorism financing or other crime.
- In case of any attempts at hacking, exploiting vulnerabilities, or other attacks aimed at compromising the account's security may result in significant losses for the Customer and the Company. In the event of the detection of such actions or suspicions thereof, the Company reserves the right to immediately and completely block the Customer's account without prior notice.

13. DISPUTES RESOLUTION

13.1. Any disputes between the Company and the Customer shall be subject to resolution by way of negotiations.

13.2. Any complaints shall be reviewed and answered by the Company within 15 (fifteen) working days. If the complaint cannot be replied to within the aforementioned time due to its complexity or the necessity to clarify additional circumstances, the Customer who filed the complaint shall be notified of it as well as of the term during which the complaint will be replied to.

13.3. If the Parties fail to reach an agreement, any court action between the Parties shall be resolved according with the laws of Seychelles.

13.4. The Customer hereby agrees that the statute of limitations for all disputes and claims related to this Agreement is 1 (one) calendar year from the date of the dispute or claim's occurrence.

14. AMENDMENT

14.1. The Company has a right to unilaterally amend these Terms and Conditions by publishing the updated text on the Website.



The Company may notify the Customer of these Terms and Conditions' changes through posting an informational message on the Website.

14.2. The Customer agrees to the changed Terms and Conditions by continuing to use the Services. If the Customer does not agree with updated Terms and Conditions, the Agreement shall be terminated on the date the amendments enter into force.

15. FORCE MAJEURE

The Parties shall not be responsible for any delays in the performance or non-performance of the obligations, any expenses, including losses, and costs related to complaints by any third parties that may result from any due to any acts of God, acts of civil or military authorities, civil disturbances, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications, utility, Internet services or network Provider services, acts or omissions of a third party, infiltration or disruption of the services by a third party by any means, including without limitation, DDoS attacks, software viruses, Trojan horses, worms, time bombs or any other software program or technology designed to disrupt or delay the Services (each a "Force Majeure Event"). The Party experiencing the impact of any Force Majeure Event shall notify the other Party within 10 days after the commencement of such Force Majeure Event.

16. FINAL PROVISIONS

16.1. A Customer shall not transfer any rights or obligations under these Terms and Conditions to any third party.

16.2. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.

16.3. These Terms and Conditions has been drafted in the English language and may be translated in other languages. Nonetheless, the English version of this Agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and any other version.