

Welcome to XROBIUM!

These Terms and Conditions of Use (the “Terms”) govern your access and use of the Services provided by SIVIN LLC, a business incorporated in Texas and doing business as XROBIUM (“our,” “we,” “XROBIUM”). Please read these XROBIUM Terms and our Privacy Policy (“Privacy Policy”) carefully, as they govern your use of the website located at [www.XROBIUM.com](http://www.XROBIUM.com) and other domain names offering or linking to the website (the “Site”), selected cryptocurrency services accessible via the Site, and any corresponding software and application offered by XROBIUM. To make these Terms easier to understand and read, the site, our services, software, and applications are collectively called the “Services.”

Please read these Terms and any additional terms applicable to your use of the Services before proceeding. By accessing or using the Services either as a registered user or not, you confirm your agreement to be bound by these Terms. These Terms expressly supersede prior agreements or arrangements with you regarding the use of the Services.

**IMPORTANT ARBITRATION NOTICE:** THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITIES INCLUDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION (PLEASE SEE SECTION 21 BELOW). ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES ARISING OUT OF YOUR USE OF OUR SERVICE UNLESS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

**CHANGES TO THIS AGREEMENT/AMENDMENT NOTICE:** We may modify these Terms at any time, at our sole discretion, as they are subject to change. If we do so, we will let you know either by posting the modified Terms of the Service (“Amendment Notice”), within XROBIUM’s Account Dashboard, or through other communication channels, such as the email address registered through your account. It’s important that you review the Terms whenever we modify them if you plan to continue using the Services.

The contents of this website may include technical inaccuracies or typographical errors. We may publish changes to the contents at any time without giving prior notice to you. We may also make improvements and/or changes in the products and services and/or the features described herein at any time without giving prior notice to you. We shall have the right to revise and edit these contents at any time. By linking, accessing, browsing, and/or using this site, you agree to be bound by any such revisions.

Because our Services are evolving over time, we may change or discontinue any or all parts of the Services, at any time and without notice, at our sole discretion.

## **1. XROBIUM Account: Registration and Acceptance**

- (i) Accounts: In order to make use of crypto trading features on the XROBIUM platform, you shall be required to register for an account and complete a profile with the required information. By creating an account with us, you represent and warrant that you have read and accepted the Terms and that you meet our eligibility criteria as stated below.

(ii) Eligibility: If you are registering to make use of cryptocurrency trading services as an individual, you understand that you must be at least 18 years of age (or the legal age in your jurisdiction) in order to be able to use XROBIUM trading services and also agree to be bound by these Terms. You also understand that you should only make use of XROBIUM if you are not barred from cryptocurrency trading under any law applicable to your jurisdiction. If you are registering to make use of XROBIUM on behalf of an organization or a legal entity (such as your employer), you represent and warrant that you have the required authority to enter into this agreement on behalf of such an organization or legal entity. To be able to use XROBIUM services as intended, you will be required to have an account with a cryptocurrency exchange service (Kraken is currently the only exchange service that we support) with a \$500 minimum and \$50,000 maximum for trading.

(iii) Registration and Acceptance: Account registration requires you to submit certain personal information, such as your name, email address, and/or mobile phone number. You agree to maintain accurate, complete, and up-to-date information in your account.

We may also require you to provide additional information about you and your preferences, which is not a compulsory requirement to register for a user account but may be helpful to XROBIUM in improving and providing you with a more customized user experience on the platform.

XROBIUM reserves the right to decline a registration to join the platform for any lawful reason or for any reason at all.

(iv) Username, Passwords and Account Security: Each individual or legal entity who uses the platform must register for their own account. When you register for an account, you will be asked to create a username and password. You are responsible for creating a strong password and maintaining adequate security and control of any and all passwords, hints, personal identification numbers (PINs), Application Programming Interface (API) keys, and/or any other codes that you use to access the cryptocurrency trading services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your XROBIUM Account by third parties. You are responsible for all activity that occurs under your Account, and you agree to keep your account username and password secure at all times. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your account or any unauthorized access to the password for any account. You further agree not to use your XROBIUM account or log in with the username and password of another user of the platform if (a) you are not authorized to use it, or (b) the use would violate the Terms. You hereby acknowledge and agree that XROBIUM will not in any way be liable to you for any loss caused by unauthorized access to your account.

(v) Additional Security for Account: We also employ two-step authentication methods in order to protect all user information, including trading activity, passwords, email addresses, phone numbers, and more. Investors are encouraged to activate all additional security features made available to them on the XROBIUM platform. However, the security of your account remains your full responsibility, and we shall, under no circumstances, be liable to you for any loss incurred due to unauthorized use of your account.

(vi) Integration: Connecting Your XROBIUM Account with a Cryptocurrency Exchange Account: In order to use our cryptocurrency trading services, you will be required to have a cryptocurrency exchange account (an “Exchange Account”), such as Kraken. You understand that in order to make use of the XROBIUM platform, you must have an exchange account. In order to connect your XROBIUM account to an exchange account, you will be required to log in to your XROBIUM account, select the desired Exchange Account, copy and paste your API key, and click on the “Connect” button to be able to start making use of the XROBIUM Services.

By connecting your XROBIUM account to your Exchange Account, you represent and understand that you are entering into a separate legal agreement with your chosen cryptocurrency exchange provider, and you agree to be bound by their own unique Terms, especially in relation to connecting an exchange account with a third-party service.

## **2. Scope of Services, XROBIUM’s Role, Your Role, and Supported Trading Pairs**

### *Scope of Services and XROBIUM’s Role*

XROBIUM is a technology company that provides investors with access to innovative trading solutions for cryptocurrency trading. By applying quantitative trading methods through the use of trading bots, XROBIUM trading bots are able to execute trading decisions when deemed profitable or as scheduled by the user. Investors will be able to configure the chosen XROBIUM trading bot via the bot setting module according to their trading preferences to execute certain orders automatically on the linked Exchange Account.

### *Your Role*

Avoid self-trading after activating trading bot: You agree that after activating a trading bot in your XROBIUM account, or after a purchase order has been placed by a trading bot, you should not self-trade or manually place trading orders from your Exchange Account. This action may result in potential losses.

Third-party bot services: While using XROBIUM Services, you should not connect any other trading bot services from third parties. If you connect multiple cryptocurrency trading bots to your Exchange Account, you will receive error prompts, which could result in potential losses.

### *Supported Trading Pairs*

You may only use cryptocurrency trading services in connection with those particular trading pairs shown as available through the XROBIUM platform. As a result of our security protocols, it may be necessary for us to retrieve private keys or related information from your Exchange Account in order to facilitate trade in accordance with your instructions. Under no circumstances should you attempt to use your XROBIUM Account to store, send, request, or receive cryptocurrency. XROBIUM assumes no responsibility in connection with any attempt to use your XROBIUM Account with any cryptocurrency that we do not support. Unless otherwise stated, XROBIUM does not support protocols and/or functionality that supplement or interact with the funds that you may hold in your Exchange Account.

## **3. Intellectual Property Rights, License, and Restrictions**

(i) Intellectual Property Rights: This platform is controlled and operated by XROBIUM; and all materials through this service, including but not limited to software, images, illustrations, text,

scripts, graphics, audio clips, and video clips, and other interactive features made available to you on the platform, as well as logos, trademarks, and service marks contained herein, are owned by XROBIUM. Other service marks, logos, and names on the platform are the property of their respective owners. Any use of the platform or the contents made available to you on the platform other than as specifically authorized herein, without XROBIUM's prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including but not limited to: limitation copyright, trademark laws, and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. This license is revocable by XROBIUM at any time without notice and with or without cause.

- (ii) License and Restrictions: Subject to your compliance with these Terms as expressly stated herein these Terms, we grant you a limited, non-exclusive, non-sub-licensable, revocable, non-transferable license to access and use our cryptocurrency trading services subject to these Terms. Any rights not expressly granted herein are reserved by us.

You may not: (i) remove any copyright, trademark, or other proprietary notices from any portion of the Service; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our services except as expressly permitted by us; (iii) decompile, reverse engineer or disassemble the Service except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the platform; or (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the platform or unduly burdening or hindering the operation and/or functionality of any aspect of the Service.

#### **4. Pricing: Fee and Payment**

Certain functions of the XROBIUM trading platform are only available to paying, registered users. All payments can be made using the payment methods made available to you upon registration. XROBIUM uses Stripe and Plaid to process card and ACH payments, and we also accept cryptocurrency payments using Coingate. By using either of these payment partners and any other one that we may make available from time to time, you also enter into an agreement with a payment partner; and you understand that your relationship with this payment partner is governed by the payment partner's terms and other applicable policies. However, XROBIUM does not guarantee the availability of any payment method at any moment. XROBIUM may add, remove, or suspend any payment method temporarily or permanently by its own discretion.

- (i) One-Time Registration Fee: In pursuit of an ideal user experience, maintenance of high-quality products, as well as licenses granted herein, users shall be required to pay a one-time, non-refundable registration fee and a recurring 5% bi-weekly performance fee. Unless otherwise agreed between XROBIUM and the user, the user shall pay the registration fee before the activation of the XROBIUM Service.

- (ii) Bi-Weekly Performance Fee: By agreeing to use the XROBIUM Services, you agree to pay the recurring bi-weekly performance fee. We charge 5% performance fee every two weeks, which is only applied to winning trades.
- (iii) Fee Increment: XROBIUM shall have the right to make modifications to the registration and performance fee on occasion, upon prior notice to users not less than thirty (30) days prior to the effective date of such change.
- (iv) Additional Fees from Third Parties: When making use of the XROBIUM trading platform, you shall be responsible for paying all additional fees such as processing fees or other services fees that may be applied to your use of such third-party services and for each user transaction.

## **5. Service Improvement: Suspension of Functions and Maintenance**

XROBIUM has the right to implement changes to the Software and its functions. Until all the circumstances have been clarified, XROBIUM may suspend or interrupt the provision of the cryptocurrency trading services, either entirely or partly, and without any liability to the user under the following circumstances:

- (i) Where it is necessary to carry out maintenance or other similar actions, including functionalities and security updates, in which case, XROBIUM will notify you of the interruption in advance to the extent reasonably possible;
- (ii) If your actions or omissions relating to the use of the platform interfere with or prevent the normal operation of XROBIUM cryptocurrency trading services or otherwise cause, or are likely to cause, harm, damage or other detrimental effects to our services, XROBIUM, or other users of the platform;
- (iii) if you use the cryptocurrency trading services in breach of these Terms and have not remedied the breach without delay after having been notified thereof by XROBIUM or use the platform in violation of any applicable laws, regulations or regulatory provisions;
- (iv) If there are reasons to suspect that your account has been compromised or personal details disclosed to an unauthorized third party and the platform is being used under such situation.

## **6. Risk Disclosure**

XROBIUM and the Services provided by XROBIUM are not to be considered financial advice. You agree that you make use of the Services we make available to you at your own risk. Please see our Risk Disclosure Policy for more information about risk.

## **7. User Representation and Acceptable Use**

You hereby represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the Service will be in violation of the rights of any third party, including but not limited to, the copyright, trademark, publicity, privacy, or other personal or proprietary rights.

Although we are committed to providing a safe user experience, we do not guarantee that the Service, or any content in it, will be safe, error-free, or uninterrupted, or that it will be free from bugs or viruses.

On occasion, access to the service may be interrupted, suspended, or restricted because of a fault, error, unforeseen circumstances, or scheduled maintenance. We shall not be liable to you for any loss or damage that you may suffer as a result of the service being unavailable at any time for any reason.

You agree, undertake, and confirm that your use of the platform shall be strictly in accordance with the following binding guidelines:

- a. You shall not host, display, upload, modify, publish, transmit, update, or share any listing or information which:
  - i. belongs to another person and to which you do not have any right to make use of, or promotes an illegal or unauthorized property or copy of another person's content such as providing links to them, providing information about them;
  - ii. Impersonates or misrepresents your affiliation with any person or entity;
  - iii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, or relating to or encouraging money laundering, illegal gambling activities, market manipulations, or otherwise unlawful in any manner whatever;
  - iv. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, pedophilia, racism, bigotry, hatred, or physical harm of any kind against any group or individual, or provides material that exploits people in a sexual, violent, or otherwise inappropriate manner, or solicits personal information from anyone;
  - v. involves the transmission of "junk mail", "chain letters", unsolicited mass mailing, "spam", or contains any trojan horses, worms, time bombs, cancelbots, easter eggs, or other computer programming routines that may damage, detrimentally interfere with, diminish the value of, surreptitiously intercept, or expropriate any system, data, or personal information;
  - vi. forges any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive, or false source-identifying information;
  - vii. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, or libelous;
  - viii. Provides instructional information about illegal activities, such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; contains video, photographs, or images of another person (with a minor or an adult);

- ix. tries to gain unauthorized access or exceeds the scope of authorized access to the Service or to profiles, blogs, communities, account information, bulletins, or other areas of the Service, or solicits passwords or personal identifying information for commercial or unlawful purposes from other investors;
- x. interferes with another user's use and enjoyment of the Services or any other individual's user and enjoyment of similar services;
- xi. refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Service or any other website, contains content that would be prohibited, or violates the letter or spirit of these Terms.

b. You shall not use any "deep-link", "page-scrape", "robot", "spider", or other automatic devices, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Service or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Service or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform Service. We reserve our right to bar any such activity.

c. You shall not attempt to gain unauthorized access to any portion or feature of the Service, or any other systems or networks connected to the Service or to any server, computer, network, or to any of the functionalities offered on or through the Service, by hacking, password "mining", or any other illegitimate means.

d. You shall not probe, scan, or test the vulnerability of the Service or any network connected to the Service, nor breach the security or authentication measures on the Service or any network connected to the Service. You may not reverse look-up, trace, or seek to trace any information on any other User or visitor to our Service, or any other customer, including any account on the Service not owned by you, to its source, or exploit the Service or information made available or offered by or through the Service, in any way where the purpose is to reveal any information, including but not limited to, personal identification or information, other than your own information, as provided for by the Service.

e. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Service or any transaction being conducted on the Service, or with any other person's use of the Service.

## **8. Your Content and Feedback**

Our Services may allow you to post, store, or share content such as text, files, documents, graphics, images, music, software, audio and video through the Service ("User Content"). XROBIUM does not claim any ownership rights to any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content. Nevertheless, by making any User Content available through the Services you hereby grant XROBIUM a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content in connection with operating and providing the Services.

You remain solely responsible for all your User Content and you represent and warrant that you have, and will always have all rights that are necessary to grant XROBIUM the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by XROBIUM on or through the Services, will violate, misappropriate, or infringe upon a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You can remove your User Content by specifically deleting it.

You should know that, in certain instances, some of your User Content (such as posts or comments you make) cannot be completely removed from the Service, and copies of your User Content may continue to exist on the Services. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content. We may make available, through the Services, content that is subject to intellectual property rights. We retain all rights to that content.

#### **9. No Assurance of Information/Content Accuracy**

Although we intend to provide accurate and timely information on the XROBIUM Service, the content provided through the Services may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products, and services.

Accordingly, you should verify all information before relying on it, as all decisions based on information contained on the XROBIUM Service are your sole responsibility, and we shall have no liability for such decisions. Information provided by third parties, including historical price and supply data for cryptocurrency and trading activities, is for informational purposes only, and XROBIUM makes no representations or warranties to its accuracy.

#### **10. Content Monitoring and Screening**

Although XROBIUM has no obligation to monitor, screen, or edit User Content, as well as access to or use of the Services, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

#### **11. How We Communicate: Consent to Electronic Transaction, Communication and Disclosures**

To the fullest extent permitted by law, these Terms and Conditions and any other agreements, notices or other communications from XROBIUM to you regarding our services being offered ("Communications") may be provided to you electronically, and you consent and agree to receive Communications in an electronic form. Electronic Communications may be posted on the pages within the XROBIUM website and/or delivered to your email address.

Also, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using an auto-telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, they may also leave a message on your answering machine, voice mail, or send one via text.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and auto-dialed) from us, our agents, representatives, affiliates, or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your account with information or questions about your account. You certify, warrant, and represent that the telephone numbers that you have provided to us are your numbers and not someone else's. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to alert us whenever you stop using a particular telephone number.

Consent to Monitoring and Recording of Calls: XROBIUM may, at its own discretion and without further notice or warning to you, monitor and/or record telephonic communications for our business purposes, such as quality control, fact verification, training purposes, and to help protect our rights and the rights of others, and you hereby consent to such monitoring and recording. All calls between XROBIUM and any user will be confidential.

Opting-Out and Withdrawal of Consent: You may withdraw your consent to receive Communications electronically by contacting us in the manner described below. If you withdraw your consent, from that time forward, we may still send you relevant information about your account and any transaction detail carried out between you and other users on the XROBIUM platform. You further acknowledge and agree that opting out and withdrawing consent may impact your use of XROBIUM Services.

## **12. Copyright Infringement and DMCA Notification**

XROBIUM respects the intellectual property of others and asks its investors to do the same. XROBIUM's Service may not be used to transmit, retransmit, distribute, post, or store any material that violates any rights of any person including rights protected by copyright, trade secret, patent, or other intellectual property or similar laws or regulations.

XROBIUM has established procedures for enforcing this statement which is designed to be in accord with the Digital Millennium Copyright Act of 1998 (the "DMCA"). If you believe that your copyrighted work has been copied and is accessible on any of XROBIUM's Services in a way that constitutes copyright infringement, please notify us by sending us an email at [info@XROBIUM.com](mailto:info@XROBIUM.com).

### *Notification of Alleged Copyright Infringement*

In order to be valid, the notification must be in writing and must contain the following information:

- i. a description of the copyrighted content or other intellectual property that you claim has been infringed;

- ii. a statement by you that you have reasonable belief that the use of this content or intellectual property is not authorized and for which reason;
- iii. a detailed description of where this content or intellectual property is located on the Service, in order for us to find it;
- iv. your address, telephone number, and email address;
- v. a signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- vi. a statement by you, made under penalty of perjury, that the above information provided by you in the notification is accurate and that you are the copyright or intellectual property owner or authorized to act on the behalf of the copyright or intellectual property owner.

#### *Counter-Notification of Alleged Copyright Infringement*

If you believe that your content on the XROBIUM Service was wrongly taken down or disabled by a DMCA takedown, you have the right to contest such takedown by submitting a counter-notice to us. Your counter-notice must contain the following information and sent via email ([info@XROBIUM.com](mailto:info@XROBIUM.com)):

- i. your name, telephone number, email address and address;
- ii. a description and identification of the content that has been taken down or disabled as well as the location at which the content appeared before it was taken down or removed, including any applicable URLs;
- iii. a statement, under penalty of perjury, that you have reasonable belief that the content was removed or disabled as a result of mistake or misidentification of the material in question;
- iv. a statement by you that you consent to the jurisdiction of the Federal District Court for the judicial district in which XROBIUM is located and that you will accept service of process from the person who submitted a notice in compliance with Section 512(c)(1)(C) of the DMCA; and
- v. your electronic or physical signature.

Please note that XROBIUM exercises little discretion in the entire DMCA process other than determining whether notices meet the minimum requirement as detailed above. You also understand that: (i) any person who knowingly misrepresents to XROBIUM that material is infringing shall be liable to XROBIUM and/or the alleged infringer for any damages (including costs and attorneys' fees) suffered or incurred by XROBIUM and/or the alleged infringer as a result of XROBIUM's reliance on such misrepresentation and removing or disabling access to such material. ii) Similarly, any person who knowingly misrepresents to XROBIUM that the material was removed or access blocked by mistake or misidentification shall be liable to XROBIUM and/or the copyright owner or its authorized licensee for any damages (including costs and attorneys' fees) suffered or incurred by XROBIUM and/or the copyright owner or its authorized licensee as a result of XROBIUM's relying on such misrepresentation and replacing such removed or blocked material.

### **13. Violations and Reporting Violations**

Users of the Service may receive a warning to their account for violations of any of these Terms or for any user misconduct reported to us. A warning may be sent to the email address attached to the user account. Warnings do not limit account activity but can lead to the user's account being suspended or becoming permanently disabled based on the severity of the violation.

If you come across any content that may be in violation of these Terms, you should report it to us immediately so that we can take appropriate actions. All cases are reviewed by our team. To protect individual privacy, the results of the review may not be shared and you understand that except as required by law, and you understand and accept that we are not obligated to take action in response to any report. You can review our Privacy Policy for more information on our disclosure practices.

### **14. Third-Party Links, Websites, or Resources**

The Services may allow you to access third-party websites or other resources outside of the XROBIUM Services. The linked websites, links or resources are not in any way under the control of XROBIUM, and we are not responsible for the contents of any of such linked websites or any link contained in a linked website or any changes or updates to such websites.

XROBIUM is not responsible for any form of transmission sent or received from any linked website. We are providing these links to you only as a convenience, and the inclusion of any link does not imply affiliation, adoption, or endorsement by us of the website or resources. Your use of any linked website or resources is at your own risk and is subject to the Terms of Use and Privacy Policies located on such websites.

You understand that any content or information made available or expressed by a third party on the XROBIUM Service is that of the respective owner(s) and not XROBIUM's. XROBIUM neither approves nor is responsible for the accuracy, currency, or reliability of any content, opinion, information, advice or statement made on the Service by anyone.

### **15. No Financial or Investment Advice**

For the avoidance of doubt, XROBIUM does not provide investment, financial, or legal advice, nor is XROBIUM a registered broker or broker-dealer. All XROBIUM trades are executed automatically, based on the parameters of your instructions and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any trade, trading strategy, or related transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.

Any information provided to You from XROBIUM or an employee of XROBIUM or a user of XROBIUM should not be treated as financial advice, and no employee of XROBIUM should be considered a financial advisor. Any communication made by XROBIUM in any form, chat on a support channel, email, material on the site should not be treated as financial advice. We are not liable for any losses incurred due to any action taken by You in accordance with any information provided to You from XROBIUM. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing, spoofing, or other cyber attacks. We advise the regular use of reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing

and phishing attacks, and you should use care in reviewing messages purporting to originate from XROBIUM. Always log into your XROBIUM Account(s) through the XROBIUM Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

You agree that You are using the Services provided by Us at Your own risk, and XROBIUM, its affiliates, employees, clients and agents will not be liable for any losses you may incur as a result of trading on our platform or using Our Services. Past performance is not necessarily a guide to future performance. No copied trader, account, portfolio and/or strategy guarantees the future performance of the user's account, or any specific level of performance, the success of any trading strategy, or the success of the overall management of XROBIUM. Investment strategies are subject to various market, currency, economic, political, and business risks.

#### **16. Termination of a User Account**

We may terminate, deactivate or suspend your access to and use of the XROBIUM Services, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. You may cancel your account at any time by discontinuing your use of the Services that we offer.

If XROBIUM suspends or closes your account, or terminates your use of XROBIUM Services for any reason, we may provide you with notice and reason for our actions unless a court order or other legal process prohibits XROBIUM from providing you with such information. You acknowledge that XROBIUM's decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to XROBIUM's risk management and security protocols.

#### **17. Disclaimers**

YOU ARE SOLELY RESPONSIBLE FOR ADHERING TO ANY AND ALL LAWS THAT MAY APPLY TO YOU AND YOUR USE OF XROBIUM PRODUCTS AND SERVICES. VARIOUS REGULATORY BODIES THROUGHOUT THE WORLD HAVE BEEN SCRUTINIZING CRYPTOCURRENCIES AND BLOCKCHAIN TECHNOLOGIES AND AS SUCH, XROBIUM MAKES NO ASSURANCE ON THE APPLICATION OF ANY LAWS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO GAMING, OPTIONS, DERIVATIVES, OR SECURITIES, TO YOUR USE OF XROBIUM PRODUCTS & SERVICES. THE USE OF XROBIUM PRODUCTS & SERVICES MAY BE PROHIBITED DEPENDING ON THE JURISDICTION. YOU ACKNOWLEDGE THAT XROBIUM IS NOT RESPONSIBLE FOR DECIDING WHICH LAWS APPLY TO YOU OR YOUR USE OF XROBIUM PRODUCTS & SERVICES. WE MAY RESTRICT THE USE OF OUR PRODUCTS AND SERVICES FOR CITIZENS AND RESIDENTS OF CERTAIN JURISDICTIONS.

YOUR USE OF THE XROBIUM SERVICES IS SOLELY AT YOUR OWN RISK. EXCEPT IF OTHERWISE STATED BY XROBIUM, THE XROBIUM SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, XROBIUM SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. XROBIUM DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE XROBIUM SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. XROBIUM DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. IN ADDITION, XROBIUM DOES NOT REPRESENT OR WARRANT THAT OUR SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR

ERROR-FREE. WHILE XROBIUM ATTEMPTS TO MAKE YOUR USE OF OUR SERVICES AND ANY CONTENT THEREIN SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR SERVICES OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES.

EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THESE TERMS, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS TO THE XROBIUM SERVICES AND XROBIUM SITE. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT XROBIUM WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL CURRENCY PRICE DATA, (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, OR (C) INTERRUPTION IN ANY SUCH DATA.

XROBIUM MAKES NO REPRESENTATIONS ABOUT THE ACCURACY, ORDER, TIMELINESS OR COMPLETENESS OF HISTORICAL DIGITAL TOKEN PRICE DATA AVAILABLE ON THE XROBIUM SERVICE.

### **18. Limitation of Liability**

TO THE fullest EXTENT PERMITTED under applicable LAW, NEITHER XROBIUM NOR ITS materials, content, product or SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, EXPECTED GAINS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT XROBIUM OR ITS SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL XROBIUM, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE XROBIUM SERVICES, OR THESE TERMS, EVEN IF AN AUTHORIZED REPRESENTATIVE OF XROBIUM HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF XROBIUM'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### **19. Indemnification**

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless XROBIUM and our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners and employees (individually and collectively, the “XROBIUM Parties”) from and against any losses, liabilities, claims, demands, damages, expenses or costs (“Claims”) arising out of or related to (a) your access to or use of the Services; (b) your User Content; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with the Services. You agree to promptly notify XROBIUM Parties of any third-party Claims, cooperate with XROBIUM Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the XROBIUM Parties will have control of the defense or settlement, at XROBIUM's sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and XROBIUM or the other XROBIUM Parties.

## **20. Choice of Law and Jurisdiction**

These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of Texas without regard to its conflict of laws provisions.

## **21. Dispute Resolution: Binding Arbitration**

Except as otherwise expressly set forth herein this section “Dispute Resolution”, the exclusive jurisdiction for all disputes that you and XROBIUM are not required to arbitrate will be the state and federal courts located in Austin in Texas, and You and XROBIUM each waive any objection to jurisdiction and venue in such courts.

### *Dispute Resolution*

(i) Mandatory arbitration of Disputes: We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “Disputes”) will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and XROBIUM agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms and that you and XROBIUM are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(ii) Exceptions: As limited exceptions to Section 21(i) above: (i) both parties may seek to resolve a Dispute in small claims court if it qualifies; and (ii) each may retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(iii) Arbitration Process and Arbitration Rules: The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org). Any arbitration hearings will take place in the county, city (or parish) where you live unless we both agree to a different location. The parties agree that the arbitrator

shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement. To the extent the location of the arbitration hearing is more than 100 miles from a location of XROBIUM offices, XROBIUM reserves the right to appear by video or voice conference to the fullest extent permitted by law.

(iv) Arbitration Costs: Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(v) Injunctive and Declaratory Relief: Except as provided in Section 21(ii) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall stay pending the outcome of the merits of any individual claims in arbitration.

(vi) No Class Action: YOU AND XROBIUM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(vii) Severability: With the exception of any of the provisions in Section 21(vi) of these Terms ("No Class Action"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

## **22. General provisions**

### **(i) *Integrated Agreement***

This Agreement, including all references and policies referenced herein, constitutes the complete integrated agreement between the Parties concerning the subject matter hereof. All prior and contemporaneous agreements, understandings, negotiations or representations, whether oral or in writing, relating to the subject matter of this Agreement are superseded in their entirety.

### **(ii) *Waiver***

No waiver of any of the provisions of this Agreement will constitute a continuing waiver unless otherwise expressly so provided in writing. The failure of either Party to enforce at any time any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions. We do not guarantee that we will pursue legal actions against all breaches of this Agreement.

*(iii) Assignment*

A user may not assign these Terms, or any of its rights or obligations hereunder, without XROBIUM's prior written consent in the form of a written instrument signed by a duly authorized representative of XROBIUM. We may freely assign this Agreement and the other Terms without the User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms herein are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties.

*(iv) Force Majeure*

Notwithstanding the other provisions of these Terms, if either party is in good faith prevented from performing its obligations under this Agreement because of an unexpected extraordinary event beyond the control of the Party concerned, including without limitation, war (declared or undeclared), acts of god, terrorism, earthquake, accident, explosion, fire or flood, such Party will promptly notify the other Party, and while so affected, the affected Party will be relieved from performing its obligations provided that, the Party affected will take all reasonable steps to promptly remedy the cause of such delay or failure if it is in its power to do so.

XROBIUM also reserves the right to modify, suspend any part of the service or cease to operate entirely in the event where operations become inoperable, including the website, web application or mobile applications (or any part thereof) with or without notice to you. We also reserve the right at any time in our sole discretion to block users from certain IP addresses. We shall not be liable to you for any liability or impact that any of such modifications to, or cessation of the XROBIUM Services may have on you.

*(v) Website Crash, Outages, or Downtime*

XROBIUM does not warrant that the Service will be uninterrupted or available at all times and as such, unscheduled and scheduled interruptions may occur. From time to time, interruptions, delays, crashes, outages, errors or other hindrances in providing the Services may occur due to a variety of factors, of which some may be outside of XROBIUM's control, and some which may require or result in scheduled maintenance or unscheduled downtime of the Services in general (collectively, "Downtime").

In the event of scheduled maintenance or downtime, investors may be notified and we shall endeavor to complete such scheduled maintenance as quickly as we can. However, in the event of an unscheduled downtime such as a crash, we shall endeavor to reasonably resolve such a problem and restore the service as quickly as we can. During these unscheduled or scheduled downtimes, users may be unable to transmit or receive data through the Service. You understand and acknowledge that part or all of the Platform or Services may be unavailable during any such period of downtime, and you acknowledge that XROBIUM will not be liable or responsible to you for any inconvenience or losses in any way to you as a result of such downtime.

*(vi) Entire Agreement*

These Terms with other policies presented to you, constitute the entire agreement between you and us with respect to the platform and its use and supersedes all prior agreements, proposals, communications between the parties, and understandings, whether oral or written.

*(vii) Heading*

The section headings herein this Agreement are included for ease of reference and convenience only and shall not be given any legal import nor shall it have any binding effect.

**23. Questions or complaints?**

Feedback, comments, requests for technical support, and other communications relating to the Services should be directed to us. Please contact us via email ([info@XROBIUM.com](mailto:info@XROBIUM.com)).