

X11 Website Terms

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Please read carefully these Terms and Use (“Terms”, “Terms of Use”, “Website Terms”)) before using website <https://bank11.io> (“Website”) made available through **Xeleven S.A.**, or its subsidiaries and affiliates (“Company”, “we”, or “us”), as they affect your obligations and legal rights, including but not limited to waivers of rights and limitation of liability. Company maintains the Website and provides any services through it on legitimate basis.

THESE TERMS ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU, ON THE ONE PART, AND THE COMPANY, ON THE OTHER PART (COLLECTIVELY, “PARTIES”).

IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS WEBSITE AND/OR THE SERVICES OR ANY INFORMATION CONTAINED ON THE WEBSITE. YOUR USE OF THIS WEBSITE AND/OR THE SERVICES ON THIS WEBSITE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW. YOU AGREE THAT THE COMPANY MAY MAKE CHANGES TO THE SERVICES OFFERED ON THIS WEBSITE, AT ANY TIME IN ITS SOLE DISCRETION WITHOUT ANY NOTICE, AND CAN REVISE THESE TERMS AT ANY TIME. WE WILL NOTIFY YOU OF SUCH REVISIONS BY POSTING AN UPDATED VERSION OF THESE TERMS ON THE WEBSITE AND/OR DISCLOSE NEW TERMS ELSEWHERE ON THE WEBSITE. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THESE TERMS. YOUR CONTINUED USE OF THE WEBSITE AND/OR THE SERVICES ON THE WEBSITE SHALL CONSTITUTE YOUR CONSENT TO SUCH CHANGES.

GENERAL INFORMATION

The Website provides users access to shares of companies on the stock market using advanced blockchain technologies (“Services”).

WALLET AND FUNDS

In order to be able to access and use the Website, you need to have a compatible wallet. The Company does not have access to your private key and cannot initiate an interaction with your digital assets or otherwise access your digital assets. You hereby acknowledge that Company is not responsible for transferring, safeguarding, or maintaining your private keys or any digital assets associated therewith. You hereby agree that, if you lose access to your wallet’s private keys, you may not be able to recover associated digital assets and that Company is not responsible for such loss. You hereby acknowledge and confirm that Company will not be held responsible for any loss, damage, or liability arising from your failure to comply with the Terms contained herein.

PAYMENTS AND FEES

Transactions that involve the use of the decentralized blockchain infrastructure (the “Distributed Ledger Technology”) may require that you pay a fee, commonly known as “Gas

Fees”, for the computational resources required to perform a transaction on the particular blockchain.

You acknowledge and agree that Company has no control over any Distributed Ledger Technology transactions, the method of payment for any Gas Fees, or any actual payments of Gas Fees. Accordingly, you must ensure that you have a sufficient balance of the applicable Distributed Ledger Technology network tokens stored at your compatible wallet address to complete any transaction on such network before initiating such transactions. We will make reasonable efforts to notify you of any Gas Fees before initiating any Services that require the use of the Distributed Ledger Technology blockchain.

ACCEPTABLE USE

Unless otherwise stated, the Company and/or its licensors own the intellectual property rights in the Website and material on the Website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the Website for your own personal use, subject to the restrictions set out below and elsewhere in these Terms.

You must not:

- A. republish material from this Website (including republication on another website);
- B. sell, rent or sub-license material from the Website;
- C. show any material from the Website in public;
- D. reproduce, duplicate, copy or otherwise exploit material on this Website for a commercial purpose;
- E. redistribute material or any part material from this Website except for content specifically and expressly made available for redistribution. Non-commercial republication is allowed only with the reference to the original address of the Website.

You must not use this Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Website without the Company’s express written consent.

You must not use this Website for any purposes related to marketing without the Company's express written consent.

USER'S REPRESENTATIONS AND WARRANTIES

By using or accessing the Website, you hereby explicitly represent and warrant that:

- you are at least 18 years old or equivalent minimum age in the relevant jurisdiction and have the full legal right, power, and capability to enter into and comply with the obligations under these Terms, including the ability to form a legally binding contract online;
- you are solely responsible for complying with the laws and regulations of the territory from which you access or use the Website;
- you know, understand, and accept all the risks associated with using this Website and that you are not otherwise prohibited from using the Website by any applicable laws or regulations;
- you will not attempt to use the Website or any part of the Services in order to breach any of the applicable laws and regulations;
- you will fairly and promptly report any and all profits gained as a result of your activity on the Website and pay any and all taxes according to the applicable laws and regulations.

COMMUNICATIONS

You hereby consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our "Communications") that we provide in connection with these Terms, Website, or any part of the Services. You agree that we may provide our Communications to you by posting them on the Website. You agree that Company may provide Communications to you by posting them on the Website, by emailing them to you at the email address you provide, and/or by posting them on Company's official social media channels; any such Communication shall be deemed in writing, valid and have legal force. You may electronically communicate with us by sending Communications through contact forms which may be from time to time available on the Website, or by sending them via email to the following address x@bank11.io.

AVAILABILITY AND ACCESS

We may, at our sole discretion, at any time and with or without prior notice to you, modify, suspend or disable, temporarily or permanently, the Website and Services, in whole or in part, for any reason whatsoever, including, but not limited to, as a result of a security incident. We will not be liable for any losses suffered by you resulting from any modifications to the Website, or from any suspensions or terminations, for any reason, of your access to all or any portion of the Services. All of the terms contained herein will survive any termination of your access to the Website regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive.

NO WARRANTIES

THE COMPANY DOES NOT PROMISE THAT THE WEBSITE OR ANY CONTENT, SERVICE OR FEATURE OF THE WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE WEBSITE WILL PROVIDE SPECIFIC RESULTS. THE WEBSITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE WEBSITE IS SUBJECT TO CHANGE IN COMPANYS SOLE DISCRETION AND WITHOUT NOTICE. THE COMPANY CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE WEBSITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE WEBSITE AND/OR ANY COMPANY'S SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE WEBSITE AND ANY LINKED WEBSITES. YOUR SOLE REMEDY AGAINST THE COMPANY FOR DISSATISFACTION WITH THE WEBSITE OR ANY CONTENT IS TO STOP USING THE WEBSITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE AGREEMENTS BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

The Company reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Website, or any portion of the Website, for any reason; (2) to modify or change the Website, or any portion of the Website, and any applicable policies or terms; and (3) to interrupt the operation of the Website, or any portion of the Website, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

LIMITATIONS OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITE IS AT YOUR SOLE RISK, AND THAT THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SITE AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE SITE, ANY SMART CONTRACT, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR

SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE SITE WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE SITE WILL BE ACCURATE, (III) THE SITE OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE SITE WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR WILLFULL MISCONDUCT.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE ETHEREUM NETWORK NOR DO WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES REGARDING ANY SMART CONTRACTS.

INDEMNITY

You hereby indemnify the Company and undertake to keep the Company indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by the Company to a third party in settlement of a claim or dispute on the advice of the Company's legal advisers) incurred or suffered by the Company arising out of any breach by you of any provision of these Terms, or arising out of any claim that you have breached any provision of these Terms.

RISKS

You accept and acknowledge each of the following:

- By accessing and using the Website, you represent that you understand the inherent risks associated with using Distributed Ledger Technology networks and that you have a working knowledge of the usage and intricacies of digital assets. The Company does not control the underlying software protocols of any digital assets accessible on the Website. You agree that we are not responsible for the operation, functionality, or security of the underlying protocols and will not be held liable for any loss of token value that you may encounter due to any changes, malfunctions, or failures in the underlying protocols. You further understand that the markets for these digital tokens are highly volatile and that there are risks associated with digital assets including (but not limited to) those related to adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with Distributed Ledger Technology networks are variable and may increase dramatically at any time. You should be aware that anyone can create

digital asset tokens on the blockchain. We make no representation about the nature, quality, or legal categorization of the token or associated project. You are responsible for doing your own research as well as ensuring that you may legally execute transactions using this token under your applicable laws and regulations.

- No part of the information or content available on the Website should be considered to be business, legal, financial, or tax advice regarding any matters to which all or any part of such information relates. You should consult your own legal, financial, tax, and/or another professional advisor about this information. We shall not be responsible for the accuracy of the information and materials on the Website, therefore any use of such information or materials is at your own discretion and risk and you are solely responsible for any possible damages or losses arising from such use, e.g. damages to your computer system, loss of data or digital assets
- You assume all risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet.

FORCE MAJEURE

The Company shall not be held responsible or liable for any delay or failure in performance of the Website resulted directly or indirectly from any events or circumstances beyond our reasonable control, including, but not limited to: fires; strikes; floods; power outages; natural disasters; civil unrest; acts of God; wars; terrorism; significant market volatility; malfunctions of Internet services, equipment or software.

CHANGES OF TERMS

We reserve the right, in our sole discretion, to change and modify the contents of these Terms at any time. We will notify users of any changes and modifications through our Communications channels, including but not limited to notifications on the Website. Unless explicitly stated otherwise, any modifications to the Terms are effective immediately, and your continued use of the Website will be the confirmation that you accept such changes. If you do not agree with the Terms, you must stop using the Services.