



END USER LICENSE AGREEMENT

Effective Date: 14 October 2019

Modified Date: 10 March 2024

XUSDP, XUSDG, XUSDQ, or any of the XUSD Family of Cryptocurrencies is licensed to You (“End-User”) by **XUSD Blockchain Holdings, LLC**, located and registered at *8788 Southwestern Blvd., Angola, New York 14006, United States* (“Licensor”), for use only under the terms of this License Agreement.

1. SCOPE OF LICENSE

- 1.1. You, the licensee, hereby become bound by the terms and conditions of this License Agreement by purchasing, and/or otherwise acquiring any number and/or any portion of **XUSDP, XUSDP2, XUSDG, XUSDG2, XUSDQ, or any of the XUSD Family of Cryptocurrencies** operating on an appropriate *Smart Contract Platform* as a transaction protocol intended to automatically execute, control and/or document events and actions on the blockchain in relation to the apportionment of the value of the physical assets attached thereto; hereto after referred to as the “*Licensed Cryptocurrency*”; from any authorized central or decentralized exchange platform (“*Authorized Platform*”), private party, and/or product marketer (“*Authorized Reseller*”).
- 1.2. This License Agreement will also govern any updates of the Licensed Cryptocurrency provided by Licensor that replace, repair, and/or supplement the first Licensed Cryptocurrency, unless a separate license is provided for such update, in which case the terms of that new license will govern.
- 1.3. For avoidance of doubt, Licensor and/or its authorized representatives reserves the right, at its discretion, to modify the terms and conditions of this License Agreement pursuant to its Licensed Patents at any time, with or without public notice.

2. ACCEPTANCE OF TERMS

- 2.1. You, the licensee, are hereby granted a non-exclusive, revocable, limited license to use the Licensed Cryptocurrency subject to the terms of this Agreement.
- 2.2. The Licensor reserves all rights not expressly granted to You, the licensee.
- 2.3. You, the licensee, hereafter agree to be bound by all of the terms and conditions of this License Agreement, and You; the End-User; hereby accept this License Agreement in full via the mechanism as described in **Section 1, Subsection 1.1** of this Agreement.
- 2.4. If You, the licensee, do not agree to the terms and conditions of this Agreement, You, the End-User, are **not** authorized to use the Licensed Cryptocurrency for any purpose.

END USER LICENSE AGREEMENT

3. LIABILITY OF AUTHORIZED OUTSIDE PARTIES

- 3.1. The parties of this License Agreement acknowledge that any Authorized Platform and/or Authorized Reseller are not a Party to this License Agreement and are not bound by any provisions or obligations with regard to the Licensed Cryptocurrency, such as warranty, liability, maintenance, and support thereof.
- 3.2. **XUSD Blockchain Holdings, LLC**, not the Authorized Platform and/or Authorized Reseller, is solely responsible for the Licensed Cryptocurrency and the content thereof.

4. USAGE RULES

- 4.1. This License Agreement does not provide usage rules for the Licensed Cryptocurrency that are in conflict with US as well as international law.
- 4.2. **XUSD Blockchain Holdings, LLC** and its legal team acknowledges that it has had the opportunity to fully review this License Agreement; and determined that it is **not** conflicting with the aforementioned currently available laws and or regulatory frameworks of the above listed parties in anyway.

5. TECHNICAL REQUIREMENTS

- 5.1. You, the licensee, acknowledge that it is Your responsibility to confirm and determine that the app end-user device on which You intend to use the Licensed Cryptocurrency satisfies the technical specifications.
- 5.2. The required technical specification for the Licensed Cryptocurrency requires devices be used that operate with third-party cryptocurrency wallet applications compliant with the *ERC-20 Token Standard*
- 5.3. To avoid data loss, You, , the licensee, are required to make use of backup and/or security functions of the third-party wallet applications utilized for the Licensed Cryptocurrency to the extent allowed by applicable terms and conditions of use of said third-party wallet applications.
- 5.4. Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

6. MAINTENANCE AND SUPPORT

- 6.1. The Licensor is solely responsible for providing any maintenance and support services for the Licensed Cryptocurrency; less support for third-party wallet applications.
- 6.2. **XUSD Blockchain Holdings, LLC** and the End-User acknowledge that any Authorized Platform and/or Authorized Reseller have no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Cryptocurrency.

END USER LICENSE AGREEMENT

7. RESTRICTIONS

7.1. You, the Licensee, may not engage in any of the following actions and/or activities:

7.1.1. reverse engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Licensed Cryptocurrency, the Smart Contract, any Intellectual Property; to include graphics, whitepapers, research documentation, blog posts, and/or social media content; either Patented Pending and/or Approved works nor any part thereof (*except with XUSD Blockchain Holdings, LLC's prior written consent*).

7.1.2. use the Licensed Cryptocurrency for resale or distribution directly on the *UniSwap Network*.

7.1.3. participate in acts of misinformation, disinformation, slander, libel, doxing, extortion, blackmail, or any other unethical and/or illegal act against any XUSD Team, XUSD Advisory Team, Beta Test Team member(s), and/or any other XUSD token holder at any time.

7.1.3.1. *The above listed types of nefarious acts apply to any of the following media types:*

7.1.3.1.1. text-based post, blog post, article, story, announcement, teaser, chat, testimonial, interview, tutorial, quote, exposé, presentation, poll, survey, quiz, AMA Event, advertising, promotion, discount;

7.1.3.1.2. image-based post and/or image caption or description, GIF, meme, infographic, slide deck, teaser, presentation, testimonial, advertising, contest, giveaway, quote, poll, survey, quiz, advertising, promotion, discount;

7.1.3.1.3. video-based post, live stream, webinar, testimonial, presentation, reel, podcast episode, interview, contest, giveaway, quote, tutorial, exposé, documentary, teaser, presentation, poll, survey, quiz, advertising, promotion, AMA Event;

7.1.3.1.4. audio-based post, audio snippet, podcast episode, contest, giveaway, quote, interview, tutorial, exposé, documentary, teaser, presentation, poll, survey, quiz, advertising, promotion, discount, AMA Event;

7.1.3.1.5. and/or any other ephemeral content;

7.1.3.1.6. and/or any other user-generated content not herein classified.

END USER LICENSE AGREEMENT

7.2. You, the Licensee, also hereby agree that you will not use the Licensed Cryptocurrency for any purpose(s) prohibited by United States and/or international law; including, but without limitation, to the following:

- 7.2.1. the purposes of illegal money laundering activities pursuant to applicable Canadian, United States, European Union (“EU”) and/or United Kingdom (“UK”) regulations;
- 7.2.2. the purposes of the promotion and/or finance of organized crime or any such criminal activity;
- 7.2.3. the purposes of the promotion and/or finance of terror organizations;
- 7.2.4. the purposes of the promotion and/or finance of unethical hacking or related computer crimes;
- 7.2.5. the purposes of the promotion and/or finance of fraudulent activities; to include but not limited to, Ponzi Schemes and/or Phishing;
- 7.2.6. the purposes of the promotion and/or finance of Nation States, organizations, and/or individuals named on any list of sanctioned entities or individuals maintained pursuant to applicable Canadian, United States, European Union (“EU”) and/or United Kingdom (“UK”) regulations;
- 7.2.7. the purposes of the promotion and/or finance of the development, design, manufacture, or production of nuclear, chemical or biological weapons;
- 7.2.8. the purposes of the promotion and/or finance of the development, design, manufacture, or production of weapons of warfare;
- 7.2.9. the purposes of the promotion and/or finance of *Crypto Extortion* activities;
- 7.2.10. the purposes of the promotion and/or finance of the *Exploitation of Women and Children*;
- 7.2.11. the purposes of the promotion and/or finance of national and/or international drug trafficking pursuant to applicable Canadian, United States, European Union (“EU”) and/or United Kingdom (“UK”) regulations;
- 7.2.12. the purposes of the promotion and/or finance of Dark marketplace trading pursuant to applicable Canadian, United States, European Union (“EU”) and/or United Kingdom (“UK”) regulations.

END USER LICENSE AGREEMENT

8. LIABILITY

- 8.1. Licenser takes no accountability or responsibility for any damages caused due to a breach of duties according to this License Agreement.
- 8.2. Licenser takes no accountability and responsibility in case of loss of the Licensed Cryptocurrency due to negligence on behalf of You, the End-User.
- 8.3. Licenser takes no accountability and responsibility in case of loss of third-party wallet password resulting in the loss of access to the Licensed Cryptocurrency.
- 8.4. Licenser takes no accountability and responsibility in case of failure of third-party application providers and/or the Authorized Platform to provide proper security of the third-party application resulting in the loss of the Licensed Cryptocurrency.
- 8.5. Licenser takes no accountability and responsibility in case of loss of the Licensed Cryptocurrency due to lack of due diligence on behalf of You; the End-User; involved in off-market transactions of the Licensed Cryptocurrency.
- 8.6. Licenser takes no accountability and responsibility in case of loss of fiat funds or other cryptocurrencies due to fraud on behalf of nefarious parties on social media and/or any other communications mediums involved in transactions of the Licensed Cryptocurrency.
- 8.7. Licenser takes no accountability and responsibility in case of lack of growth based upon claims made by the Licenser and/or any Authorized Reseller.

END USER LICENSE AGREEMENT

9. DISCLAIMER OF WARRANTY

- 9.1. Licensor warrants that the Licensed Cryptocurrency is free of spyware, trojan horses, viruses, or any other malware at the time of Your purchase from any Authorized Platform and/or Authorized Reseller.
- 9.2. No warranty is provided for the Licensed Cryptocurrency that:
 - 9.2.1. that has been unauthorizedly modified;
 - 9.2.2. handled inappropriately or culpably;
 - 9.2.3. stored within third-party wallet applications and/or hardware or software that is incompatible with the Technical Requirement as described in Section 5;
 - 9.2.4. or if there are any other reasons outside of the Licensor's sphere of influence that affect the tradability of the Licensed Cryptocurrency.
- 9.3. To the maximum extent permitted by applicable law, any Authorized Platform and/or Authorized Reseller will have no warranty obligation whatsoever with respect to the Licensed Cryptocurrency, and any other losses, claims, damages, liabilities, expenses, and costs attributable to any negligence to adhere to any warranty; unless expressly permitted by the warranty terms and conditions presented by said Authorized Platform and/or Authorized Reseller.
- 9.4. Other than the terms and conditions discussed herein, the Licensed Cryptocurrency is provided "as is" and "as available" with all faults and without warranty of any kind.
- 9.5. Licensor disclaims all warranties, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

10. LEGAL COMPLIANCE

You, the licensee, hereby represent and warrant that You are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "*terrorist supporting*" country; and that You are not listed on any US Government list of prohibited or restricted parties.

11. ARBITRATION NOTICE

You, the licensee, hereby agree that disputes between You and the Licensor and its authorized representatives shall be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.

END USER LICENSE AGREEMENT

12. TERMINATION

- 12.1. This License Agreement is valid until terminated by the Licensor or by You. Your termination of this License Agreement is subject to You discontinuing the use of the Licensed Cryptocurrency.
- 12.2. Your rights as the licensee under this License Agreement will terminate automatically; and without notice; from the Licensor if You fail to adhere to any term(s) of this License Agreement.

13. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY

- 13.1. Licensor represents and warrants that the Licensor will comply with applicable third-party terms of agreement when using the Licensed Cryptocurrency.
- 13.2. Any Authorized Platform, Authorized Reseller, and/or authorized representative of the Licensor shall be third-party beneficiaries of this End User License Agreement and - upon Your acceptance of the terms and conditions of this License Agreement, will have the right (*and will be deemed to have accepted the right*) to enforce this End User License Agreement against You as a third-party beneficiary thereof.

14. INTELLECTUAL PROPERTY RIGHTS

Licensor and the End-User acknowledge that, in the event of any third-party claim that the Licensed Cryptocurrency or the End-User's possession and use of that Licensed Cryptocurrency infringes on the third party's intellectual property rights, the Licensor, and not the Authorized Platform and/or Authorized Reseller, will be solely responsible for the investigation, defense, settlement, and discharge or any such intellectual property infringement claims.

15. VIOLATION ACKNOWLEDGEMENT

You, the Licensee, are aware that in case of violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to both civil as well as criminal prosecution and damages as well as be subject to seizure and/or total forfeiture of the Licensed Cryptocurrency where allowed by law.

16. APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the laws of the State of New York, United States.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between You and the Licensor with respect to the Licensed Cryptocurrency and supersedes all prior or contemporaneous understandings regarding such subject matter.

END USER LICENSE AGREEMENT

18. CONTACT INFORMATION

For general inquiries, complaints, questions, or claims concerning the Licensed Cryptocurrency, please contact:

XUSD Blockchain Holdings, LLC

*8788 Southwestern Blvd.,
Angola, New York 14006
United States*

General Inquiries & Questions: [*info@xusd.email*](mailto:info@xusd.email)

Abuse & Complaints: [*abuse@xusd.email*](mailto:abuse@xusd.email)

Support: *Visit The Support Center*