

Terms and Conditions of Use

Effective Date:

Please read these Terms and Conditions (the "Agreement") carefully before using the Xmart Cap Bot website, trading bots, applications, software, and services (collectively, the "Service"). By accessing or using the Service, you agree to be bound by this Agreement. Acceptance of this Agreement shall constitute the entire, complete, and binding agreement between you and Xmart Cap Bot (individually "Party", together "Parties") with respect to the Software. If you do not agree to these terms, do not use the Service.

1. Definitions

1.1 "Company," "we," "our," or "us" refers to Xmart Cap Bot including its officers, directors, employees, agents, subsidiaries, and affiliates.

1.2 "User," "you," or "your" refers to any person or entity accessing or using the Service.

1.3 "Digital Asset" refers to any digital currency, token, or cryptocurrency that may be used in connection with the Service.

1.4 "Trading Bot" refers to our proprietary or licensed automated software tools designed to perform digital asset trading strategies on behalf of users.

1.5 "Third-Party Exchange" refers to any digital asset trading platform that is integrated with or accessible through our Service.

1.6 "Client Account" refers to the account created by you for accessing the Services

1.7 "Exchange Account" refers to cryptocurrency exchange account from the available exchanges.

1.8 "Trading Bot" refers to automated trading systems.

1.9 "User Content" refers to any Content that you provide to be made available through the Services.

1.10 "Third Party" or "Third Party Services Providers" refers to any content, applications and services made available in the Services by Xmart Cap Bot, but provided by third-party providers

1.11 "Services" Refers to the Trading Bots, functionalities, tools, features, and content made available by Xmart Cap Bot through its web platform, mobile application, software, and any associated interfaces or APIs. This includes, without limitation, the provision of trading automation, performance monitoring, integrations with Third-Party Exchanges, notifications, account management features, and any other service provided by the Company to the User directly or through third parties.

1.12 "Software" Means any proprietary or licensed software provided or made available by Xmart Cap Bot, including code, scripts, APIs, executable files, plug-ins, and updates, whether accessed via browser, desktop, or mobile device, that enables or supports the Services.

2. Eligibility

2.1 By using the Service, you affirm that you are at least 18 years of age, have the full legal capacity to enter into this Agreement, and are not prohibited from using the Service under the laws of any jurisdiction applicable to you.

2.2 You agree that you are solely responsible for ensuring that your use of the Service complies with all applicable laws, regulations, and licensing requirements.

3. Account Registration and Connecting to Your Exchange Account

3.1 Creating a Client Account. To access the Software, you must create a Client Account. You can do this by visiting the sign-up page and following the instructions displayed

3.2 You are required to provide truthful, up-to-date, valid, and complete information in the Client Account sign-up process. When requested by Xmart Cap Bot, you must provide the respective supporting documentation. In case of any changes, you must update your Client Account information promptly. You may update or change your Client Account settings at any time.

3.3 By creating a Client Account you confirm that you access the Software at your own discretion, and you are fully responsible for all activity that occurs under your Client Account. You may not allow use of your Account by any third party. You are fully responsible for non-disclosure of your login credentials and the use of your Account. If, for whatsoever reason, your Account is blocked or deleted, you are no longer entitled to use the Platform, e.g. by using another Account and/or creating a new Account.

3.4 The Client Account is provided to you free of charge. Xmart Cap Bot has the right to refuse to provide you with a Client Account at its sole discretion without a reason, in which case you shall not use the Services.

3.5 Connecting with an Exchange Account. In order to use the trading functions of the Software you must connect your Exchange Account to your Client Account. Please note that when you use the specific Exchange Account, you are also bound by their specific terms and conditions. When connecting the Exchange Account, you confirm that the Exchange Account belongs to you personally and you are not connecting to someone else's account.

3.6 The suspension and/or termination of your Exchange Account will directly affect the availability of our Services connected to such Exchange Account.

3. Under certain circumstances and for ensuring the Client Account safety, Xmart Cap Bot may drop the API keys used for connecting the Exchange Account for security purposes, which will require you to connect to your Exchange Account again. Dropping your API keys may result in data loss.

4. Use of the Service

4.1 Description of the services as Xmart Cap Bot does with its own – trading bot that is linking to an exchange etc.

You will be required to fill in the trading parameters in order to use the Trading Bots, and the operation of any Trading Bot is dictated by the parameters set by you. All trading parameters are editable and must be confirmed by the Users prior to operation of the Trading Bot. All

actions executed by the Trading Bots are based on predetermined algorithmic or mathematical formula within the fixed parameters chosen and confirmed by the User. No Trading Bot has the ability to exercise any discretion with regard to a transaction without the input of the User. A User may stop the operation of any and all Trading Bots at any time in his/her own discretion. The Trading Bot will immediately start to cease operation upon the User's instruction. Depending on the type of operating Trading Bot, the ceasing of operation can be effective immediately upon the User's instruction, or can be effective after a reasonable period of time upon the User's instruction. Xmart Cap Bot.US shall bear no responsibility for any loss that you may sustain from the Trading Bots, and you shall be solely accountable for the loss or profit incurred by the Trading Bots.

4.2 You may use the Service solely for your personal, lawful, and non-commercial purposes.

4.3 You must be at least 18 years old to use our Services. You may not use any of the Services we offer in such a way that you violate any applicable law and regulations, including but not limited to financial and taxation regulations. As a condition for using our Services, you agree not to provide any information, data or content to us that is incorrect, inaccurate, incomplete or that violates any law or regulation, or is unacceptable to general standards. In addition, you agree that you will not, nor allow third parties to engage in, among others, the following actions: enter any non-public/secure areas of our Services; send viruses, worms, junk mail, spam, chain letters, unsolicited offers or ads of any kind and for any purpose; investigate, scan, or test the Services or any other related system or network, or violate any security or authentication; use any automated systems to withdraw data from the Services ("screen-scraping"); make and distribute copies of the Services; attempt to sell, distribute, copy, rent, sub-license, loan, merge, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, translate, hack, distribute, harm or misuse Services; or create derivative works of any kind whatsoever. Xmart Cap Bot may disable any functionality temporarily or permanently, if User violates this clause and/or other provisions of this Agreement and/or generally causes damage to Xmart Cap Bot and Users or third parties.

5. Trading Bots and Third-Party Exchanges

5.1 Our Trading Bots interface with Third-Party Exchanges. You understand and acknowledge that: (a) We do not operate, own, or control any Third-Party Exchange; (b) We are not responsible for the actions, inactions, failures, or errors of any Third-Party Exchange; (c) Your use of any Third-Party Exchange is governed by the terms and conditions of that exchange.

5.2 You grant us permission to access your exchange account via API keys or similar means for the sole purpose of executing trades as instructed by your configurations.

5.3 You are solely responsible for setting, modifying, and monitoring your trading strategies. You shall seek your own counsel for any professional advice. No Service provided by us shall be deemed as providing advice or brokering trades.

6. Fees and Payments

6.1 Subscription and Billing. Xmart Cap Bot provides access to certain features of the Services on a paid subscription basis. By subscribing to a paid plan, you authorize Xmart Cap Bot to charge your designated payment method in accordance with the applicable subscription plan and billing cycle (e.g., monthly, quarterly semi-annual or annually). All fees are stated and payable in the currency indicated at the time of purchase. Unless you cancel your subscription before the end of the current billing period, your subscription will automatically renew under the same terms, and you authorize us to charge the applicable subscription fee using your provided payment method. You are solely responsible for keeping your payment information up to date.

6.2 Cancellation of Subscription. You may cancel your subscription at any time through your user account settings. Upon cancellation, your subscription will remain active until the end of the current billing period, after which it will not be renewed. You will not be charged again unless you reactivate your subscription. Cancelling your subscription does not entitle you to a refund of any fees already paid.

6.3 Refunds. Xmart Cap Bot offers a limited refund policy. Refunds may be granted at our sole discretion and only under the following conditions:

- You have purchased a LUXURY VIP and/or BLACK plans. Refunds do not apply for other plans. The refund guarantee is strictly limited to the LUXURY VIP and BLACK subscription plans. This guarantee applies only in cases where the malfunction or issue originates from our tool itself, such as technical failures or system errors that prevent the tool from performing as intended. The guarantee does not apply if the tool is functioning properly but the user experiences losses or fails to generate expected results due to trading outcomes.
- Additionally, the user must follow the configuration guidelines and setup instructions provided by our team, based on our professional experience. Failure to follow these instructions or misusing the tool in any way will void the refund guarantee entirely.
- No refund will be granted where user error, misconfiguration, or unauthorized use of the tool has occurred.

6.4 Changes to Fees and Plans. Xmart Cap Bot reserves the right to modify its pricing, billing methods, or available subscription plans at any time. Any changes will take effect upon renewal of your subscription. In the event of a price increase, we will notify you in advance and give you the opportunity to cancel before such changes apply.

6.5 Taxes. All fees are exclusive of applicable taxes unless otherwise stated. You are responsible for any taxes, levies, or duties imposed by taxing authorities in your jurisdiction.

7. Risk Disclosure and Disclaimer

7.1 Trading digital assets involves a high degree of risk and may result in significant financial losses. You acknowledge and agree that: (a) The value of digital assets is highly volatile and unpredictable; (b) Trading strategies may perform poorly or fail entirely; (c) You could lose all or a substantial portion of your funds.

7.2 You understand and accept that past performance is not indicative of future results.

7.3 For the avoidance of doubt, we do not provide investment, tax, or legal advice. Also, we do not broker trades on your behalf. No Service provided by us shall be deemed as providing advice or brokering trades. Please seek legal and/or financial advice if needed.

7.4 The Company makes no representations or warranties regarding the accuracy, timeliness, reliability, or completeness of any information provided.

8. Intellectual Property

8.1 All intellectual property rights in the Service and its content, including without limitation text, graphics, logos, software, and algorithms, are owned by or licensed to Xmart Cap Bot.

8.2 Subject to your compliance with this Agreement, Xmart Cap Bot grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Services solely

for its intended purpose for your personal, non-commercial use, as described in this Agreement, for the period you access the Services and the functions related to it, where relevant. You acknowledge that you have no right to access the Services in source-code form. Xmart Cap Bot may inform you, by notice within the Services or otherwise, that the Services contains intellectual property governed by the license of a third party and you agree to abide by the terms of this third party.

8.3 Any other use of the Services or Content is expressly prohibited.

8.4 Unless you have been permitted in writing to do so in a separate agreement with us, you have no right to rent, lease, lend, sell, redistribute, sublicense, copy, reverse, engineer, decompile, disassemble, translate, modify, distribute copies of, make available, adapt, or create derivative works based on the Services or related intellectual property.

8.5 You are solely responsible for all your User Content. You represent and warrant that you own all your User Content and/or you have all rights that are necessary to grant us the license rights in your User Content under this Agreement. You also 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 us on or through the Services, will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

9. Third Parties

9.1 Where Xmart Cap Bot provides hyperlinks to third party websites, such links are not an endorsement by Xmart Cap Bot of any products or services provided on or via such websites. The use of such hyperlinks is entirely at your own risk. Xmart Cap Bot accepts no responsibility or liability whatsoever with regard to the content, use or availability of such websites. The veracity, accuracy, reasonability, reliability and completeness of information contained on such internet sites has not been verified by Xmart Cap Bot.

10. Disclaimer of Warranties and Limitation of Liability

SMART CAP BOT SOLE ACTIVITY IS TO PROVIDE THE SERVICES. SMART CAP BOT DOES NOT PROVIDE FINANCIAL, INVESTMENT, LEGAL, TAX OR ANY OTHER PROFESSIONAL ADVICE. SMART CAP BOT IS NOT A BROKER, FINANCIAL ADVISOR, INVESTMENT ADVISOR, PORTFOLIO MANAGER OR TAX ADVISOR. IN CASE OF DOUBT, YOU SHOULD TAKE INDEPENDENT FINANCIAL ADVICE FROM A PROFESSIONAL IN CONNECTION WITH, OR INDEPENDENTLY RESEARCH AND VERIFY, ANY INFORMATION THAT IS PROVIDED BY US OR THE THIRD PARTIES WE WORK WITH AND THAT YOU WISH TO RELY UPON, WHETHER FOR THE PURPOSE OF MAKING A TRANSACTION DECISION OR OTHERWISE. NOTHING ON OR IN THE SERVICES SHALL CONSTITUTE OR BE CONSTRUED AS AN OFFERING OF ANY CURRENCY OR ANY FINANCIAL INSTRUMENT OR AS INVESTMENT ADVICE OR INVESTMENT RECOMMENDATIONS (SUCH AS RECOMMENDATIONS AS TO WHETHER TO PURCHASE A CURRENCY OR INSTRUMENT) BY Xmart Cap Bot OR A RECOMMENDATION AS TO AN INVESTMENT STRATEGY BY SMART CAP BOT. SMART CAP BOT DOES NOT PROVIDE ANY LICENSABLE SERVICES.

THE 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. NO CONTENT ON THE SERVICES IS TAILORED TO THE SPECIFIC NEEDS OF ANY INDIVIDUAL, ENTITY OR GROUP OF INDIVIDUALS. SMART CAP BOT EXPRESSES NO OPINION AS TO THE FUTURE OR EXPECTED VALUE OF ANY CURRENCY, CRYPTOCURRENCY OR OTHER INTEREST. CONTENT ON THE SERVICES MAY NOT BE USED AS A BASIS FOR ANY FINANCIAL OR OTHER PRODUCT WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF SMART CAP BOT. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE

AND/OR NON-INFRINGEMENT. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO ANY PART OF THE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR AND WILL NOT BE LIABLE TO YOU FOR ANY USE OF OUR SERVICES, INCLUDING ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE; (C) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (D) ANY THIRD PARTY ACTIVITIES, INCLUDING THE USE OF VIRUSES, PHISHING, BRUTE FORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICES.

YOUR SOLE AND EXCLUSIVE REMEDY, AND OUR SOLE OBLIGATION TO YOU OR ANY THIRD PARTY FOR ANY CLAIM ARISING OUT OF YOUR USE OF THE SERVICES, IS THAT YOU ARE FREE TO DISCONTINUE YOUR USE OF THE SERVICES AT ANY TIME.

11. Indemnification

11.1 To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Xmart Cap Bot, its affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of this Agreement or your use of the Services or any Third Party Services Providers, including, but not limited to, your submissions, third-party platforms, any use of the intellectual property, services, and products other than as expressly authorized in this Agreement.

12. Dispute Resolution

12.1 This Agreement shall be governed by and construed in accordance with the laws of Delaware.

12.2 Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in Delaware, unless otherwise agreed in writing.

13. Amendments

13.1 We reserve the right to update, modify and change this Agreement at any time. We will notify you of material changes via email or through the Service. Your continued use of the Service following the update constitutes your acceptance of the revised Agreement.

14. Termination

14.1 We may, at any time, terminate this Agreement unilaterally, with immediate effect, for any reason, including but not limited to where:

- we are required to do so by law, regulation, competent court order, or other competent authority;
- we reasonably believe that we need to do so in order to protect our reputation;
- we consider you to be in breach of the provisions contained in this Agreement, or applicable law or regulation or in conflict with our compliance policies;
- we reasonably suspect illegal activity including money laundering, terrorist financing, fraud or any crime (financial or otherwise);

- any of our Third Party Service Providers deny providing you the Services;
- force majeure events, including operational and technical errors occurs; and
- upon our request, you have failed to provide us with information, or the information provided does not meet our requirements.

14.2 Termination by You. You may, at any time, terminate this Agreement, with immediate effect, for any reason. Upon termination of this Agreement, you shall stop using the Site, the App and/or the Services.

14.3 You may delete your Client Account at any time and without giving any reasons via your Client Account settings, where we have made this option available to you. Prior to deleting your Client Account, we will ask you to disconnect any linked exchanges and close any open trades or Trading Bots. In case of termination, your Client Account will be closed within 7 (seven) days provided that: (i) any disputes in which you have been involved have been satisfactorily resolved; and (ii) you have completed any other obligation(s) associated with your use of the Services (i.e. you have disconnected any linked exchanges and closed any open trades or Trading Bots). Within those 7 (seven) days you may choose to reactivate your Client Account by logging in and cancelling the termination of the Client Account. For accounts created by connecting your Facebook, Google or Apple accounts please contact support to request the deletion.

In addition, if you are subscribed to a paid membership plan and fail to renew your subscription at least 48 hours before the end of the current billing cycle, your Client Account will be automatically deactivated on the renewal date. After this point, you will no longer be able to access or use any of our Services unless the membership is renewed in accordance with our payment policies. If no renewal is received, your account will remain inactive and may be permanently deleted after 6 (six) months of inactivity.

15. Miscellaneous

15.1 Entire Agreement. Except as expressly agreed in writing between you and Xmart Cap Bot, this Agreement, along with any policies, annexes, or documents referenced herein or incorporated by reference, constitute the entire agreement between you and Xmart Cap Bot with respect to the subject matter hereof and supersede all prior or contemporaneous understandings, communications, or agreements, whether written or oral, regarding such subject matter.

15.2 No Waiver. The failure by either Party to enforce any right or provision of these Terms of Use shall not constitute a waiver of future enforcement of that right or provision. No waiver shall be effective unless in writing and signed by an authorized representative of the waiving Party.

15.3 Severability. If any provision of This Agreement is found to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or, if not possible, shall be deemed severed from this Agreement. The remaining provisions shall remain in full force and effect.

15.4 Language. This Agreement is written in English. While translations may be provided for convenience, the English version shall prevail in the event of any conflict or inconsistency. All disputes arising under or in connection with this Agreement shall be conducted in English,

unless otherwise required by applicable law or expressly agreed upon in writing by Xmart Cap Bot.

15.5 Independent Relationship. You and Xmart Cap Bot are independent contractors. Nothing in this Agreement shall be construed to create any agency, partnership, fiduciary, joint venture, or employment relationship between the Parties. Neither Party has authority to bind or obligate the other in any way unless expressly authorized in writing.

15.6 Assignment by User. You may not assign, delegate, or otherwise transfer your rights or obligations under this Agreement without the prior written consent of Xmart Cap Bot. Any such attempted transfer or assignment without consent shall be null and void.

15.7 Assignment by Xmart Cap Bot. Xmart Cap Bot may assign, transfer, or delegate any of its rights and obligations under this Agreement to any third party without notice or your consent. In such event, you may be notified within the Services or by email, and you will have the right to terminate your account if you do not agree with the transfer.

15.8 Force Majeure. Xmart Cap Bot shall not be held liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, labour disputes, governmental actions, power outages, or Internet failures.

Contact Information If you have any questions about these Terms and Conditions, please contact us at: soporte@xmartgroup.io