**TERMS AND CONDITIONS FOR THE MXC DATA DASH APPLICATION**

These terms and conditions (the “Terms & Conditions”) apply to you (“you” or the “Customer”) when accessing and using the MXC Data Dash application and its content (the “Application”) and constitutes a binding agreement between you and the MXC Foundation Ltd, company registration no. 201817203F Address: 10 Anson Road, #12-08 International Plaza Singapore 079903 (“MXC Foundation”).

**1. Applicability and change of terms**

By checking the acceptance box and proceeding to use the MXC Data Dash Application you agree to these Terms & Conditions. You do not have the right to use the Application without accepting these Terms & Conditions. These Terms & Conditions also apply to any content you download from and services you access through the Application.

The Application is compatible with certain third party products and/or services. These Terms & Conditions do not apply to the use of such third party products and/or services. Separate terms and conditions may apply between you and the provider/manufacturer of the third party product and/or service in addition to these Terms & Conditions when using the Application in conjunction with such product/service. You must comply with applicable third party terms of agreement when using the Application.

The MXC Foundation is not responsible or liable for the functionality, content or features of any third party product and/or service.

The Application is only available to users who have reached the age of majority in the province or territory in which they reside. You represent and warrant that you have the necessary legal competence, e.g., that you are of that legal age of majority, to accept these Terms & Conditions and enter into a binding agreement. If you have not reached the age of majority, you confirm that you have received your parent’s or guardian’s permission to use the Application and that your parent or guardian hereby acknowledges and agrees to these Terms & Conditions on your behalf.

If you are entering into these Terms & Conditions on behalf of a company or an organization, you represent and warrant to the MXC Foundation that you have the right and authority to do so. When the Terms & Conditions are entered into with a company or organization you present, “you” or the “Customer” means that company or organization, as applicable.

By accepting these Terms and Conditions you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. Additionally, you warrant that you are abiding by all local and regional laws that apply to you, your person and your whereabouts.

These Terms & Conditions shall apply to the fullest extent permitted by applicable law. The MXC Foundation reserves the right, in its sole discretion, to change these Terms & Conditions at any time. We will notify you by providing a notice through the Application. If you do not agree with the new Terms & Conditions you are free to reject them but unfortunately you will then no longer have the right or be able to use the Application. If you use the Application in any way after a change to the Terms & Conditions, you acknowledge and agree to the new version of the Terms & Conditions.

You hereby acknowledge and agree that these Terms and Conditions are concluded between the MXC Foundation and you only, and not Apple, Google, Android or another 3rd party. The MXC Foundation, not Apple, nor Android nor Google, is solely responsible for the Application and the content thereof.

**2. Application**

The Application is made for the purpose of operating MXC Foundation tools or products that are compatible with the MXC Data Dash Application and traded using MXC or via MXC partners retailers or products from third parties which through collaborations between the third party and the MXC Foundation are made compatible with the Application (“Third Party Products”). To improve the MXC Data Dash Application, a third party engaged by the MXC Foundation may analyse your use of the MXC Data Dash application and the Third Party offerings.

The MXC Foundation will continue to develop the Application and reserves the right to make any type of changes to the Application, including changes in functionality. Changes may affect hardware and software that are integrated with the Application. The MXC Foundation also reserves the right to stop providing the Application with little or no advance notice. While, we will try to notify you before making any material changes to the Application, unfortunately this is not always possible.

The Application and all intellectual property rights in it are the exclusive property of the MXC Foundation Ltd., and the MXC Foundation retains all rights, title and interest in and to the Application and any updates we may make available to you. If your conduct results in a violation of any of our intellectual property rights, we reserve the right, at our sole discretion, to restrict or terminate your access to and use of the Application.

We may, from time to time, restrict access to certain features, functions or content of, or services accessible through, the Application to users who have registered with us.

**3. Your right to use the Application**

Subject to these Terms & Conditions, the MXC Foundation hereby grants you a non-transferable, non-exclusive, right (without the right to sublicense) to access and use the Application, as provided to you by the MXC Foundation, on any Apple or Android Product(s) that you own or control and solely for i) your lawful, private, personal and non-commercial use of operating the MXC Data Dash Tools, Hardware, or Products and/or Third Party Products if you are a consumer, or ii) non-commercial use of operating MXC Foundation Hardware, Products and/or Third Party Products if the user / customers is a company or organization.

The license is subject to any usage rules set forth by your technology provider, Apple or Google’s Android and published in its App Store terms of service. You will be assumed to have obtained permission from the owner of any device that is controlled, but not owned, by you to download the Application to that device. You accept responsibility, in accordance with these Terms & Conditions, for all access to, and use of, the Application by you on any device, whether or not it is owned by you.

You represent and warrant and agree that you will not use the Application in a manner that violates any applicable law or infringes on any third parties’ rights and that you will not use the Application with other products than the MXC Foundation Products and/or the Third Party Products. If you use the Application in a manner that violates the Terms & Conditions the MXC Foundation may limit or terminate your access to the Application, at its sole discretion.

As part of using the Application, you may create connections between various MXC Foundation Products and/or Third Party Products, Partners, including, but not limited to wallets and or exchanges as part of using the Application. You acknowledge and agree that connecting any physical devices or third party services to the Application, or otherwise using the Application, in a manner that could be dangerous to you or to others, or which could cause loss or damage to any data, assets, funds or individual property is at your own risk.

We cannot and do not guarantee the continuous, uninterrupted or error-free operability of the Application or that the Application will respond at a certain speed (since this depends on a number of factors outside our control).

Any questions, complaints or claims with respect to the Application shall be directed to the MXC Foundation. Our customer care contact details are: MXC Foundation, Brückenstraße 4. 10179, Berlin. Germany.

Any questions or complaints regarding the MXC Data Dash application shall be directed to the MXC Foundation customer care address above, or alternatively via email at: [hello@mxc.org](mailto:hello@mxc.org)

**4. Claims**

In the event of any third party claim that the Application or your possession and use of the Application infringes that third party’s intellectual property rights, the MXC Foundation, and not Apple, nor Android, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.

The MXC Foundation, and neither Android or Apple, is responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including, but not limited to: (i) product liability claims; (ii) any claims that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, including in connection with the Application’s use of external hardware frameworks.

**5. Disclaimer and limitation of liability**

THE APPLICATION IS PROVIDED AS A STANDALONE APPLICATION SERVICE AND SHALL NOT BE CONSIDERED AN INTEGRATED PART OF ANY OTHER MXC FOUNDATION PRODUCTS OR ANY THIRD PARTY PRODUCT OR SERVICE. A DEFECT IN, OR UNAVAILABILITY OF, THE APPLICATION SHALL IN NO EVENT BE INTERPRETED AS A DEFECT IN ANY HARDWARE PRODUCT OR ANY THIRD PARTY PRODUCT.

UNDER NO CIRCUMSTANCES IS THE MXC FOUNDATION RESPONSIBLE OR LIABLE FOR THIRD PARTY PRODUCTS OR SERVICES.

THE APPLICATION IS PROVIDED FREE OF CHARGE AND “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND INCLUDING FOR FUNCTION, AVAILABILITY, FITNESS OR USE FOR A PARTICULAR PURPOSE. ANY WARRANTY OBLIGATION OR ANY CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRRANTY WILL HOWEVER NOT BE ANDROID or APPLE’S OBLIGATION BUT THE MXC FOUNDATION. IN THE EVENT OF FAILURE OF THE APPLICATION TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY HOWEVER ALWAYS NOTIFY APPLE OR ANDROID OR YOUR SERVICE PROVIDER.

IN NO EVENT WILL THE MXC FOUNDATION BE LIABLE FOR PERSONAL INJURY OR ANY LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO ANY INCIDENTAL, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES, OR LOSS OF DATA, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLICATION.

YOU UNEQIOVOCALLY AGREE THAT IN ANY CASE THE MXC FOUNDATON’S AGGREGATE LIABLITY SHALL IN ANY EVENT BE LIMITED TO THE GREATER OF ONE HUNDRED ($100) UNITED STATES DOLLARS ($).

CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES UNDER MANDATORY LAW, THE LIMITATION AND EXCLUSIONS LISTED IN THIS SECTION MAY THEREFORE NOT APPLY TO YOU IN ITS ENTIRETY.

**6. Privacy Notice**

The MXC Foundation takes your privacy seriously. Our collection and use of personal data in connection with the Application are described in the MXC Privacy Statement.

**7. Assignment**

You may not assign, delegate or transfer these Terms & Conditions or your rights or obligations hereunder, in any way (by operation of law or otherwise) without the MXC Foundation’s prior written consent. We, as the issuer and operator, may transfer, assign, or delegate these Terms & Conditions and our rights and obligations without consent.

**8. Other**

You hereby acknowledge and agree that Android nor Apple have no obligation whatsoever to furnish any maintenance and support service with respect to the MXC Data Dash Application.

You hereby acknowledge and agree that Android or Apple and its subsidiaries may be third party beneficiaries to these Terms and Conditions and, upon your acceptance of these Terms and Conditions, Apple or Android and Apple or Androids subsidiaries will have the right to enforce the Terms and Conditions against you as a third party beneficiary thereof.

You must comply with any applicable third party terms of agreement when using the Application, such as your mobile phone provider's data usage agreement.

If any provision of these Terms and Conditions is to be held invalid or unenforceable by any competent court, regulatory authority, arbitral tribunal or alternative dispute resolution board, the remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law.

**9. Choice of law and jurisdiction**

Any disputes regarding the interpretation or application of these Terms & Conditions shall be governed by the laws of Singapore.

These Terms and Conditions were adopted by the MXC Foundation on 15 May, 2020.