



# Terms of Service

XREI Foundation - Terms of Service

**Last Modified: September 30th, 2024**

## 1. Overview

XREI Foundation™ (“**XREI Foundation**”, “**we**”, “**us**”, or “**our**”) operates the website [www.XREIfoundation.io](https://www.XREIfoundation.io) (the “**Website**”) and provides the communications and services available through Website (the “**Services**”).

These Terms and Conditions (these “**Terms**”) govern your access to and use of the Website and Services. These Terms incorporate our Privacy Policy by reference, which can be accessed at <https://www.XREIfoundation.io/privacy-policy>. **Please read these Terms carefully. They constitute a legal agreement between you and XREI Foundation. By accessing or using the Website or Services, you confirm your agreement to accept and be bound by these Terms, as these Terms may be amended from time to time, in relation to your entire relationship with XREI Foundation regarding your access to and use of the Website and Services.**

If the individual who accepts these Terms does not have the authority, or does not agree with and accept to be bound by these Terms, that individual must not accept these Terms and may not access or use the Website or Services.

## 2. Restricted Persons; Minors

The Website and Services may not be accessed or used by (a) any person or entity that (i) resides in, is located, is incorporated, or has an office in any jurisdiction that is subject to any economic or financial sanctions; (ii) any person who resides in any jurisdiction where your access to or use of the Website or Services is illegal or not permitted by applicable law; or (iii) any person or entity that is the subject of any economic or financial sanction (each, a “**Restricted Person**”); or (b) any individual who is under the age of majority in their jurisdiction of residence (each, a “**Minor**”). If you are a Restricted Person or a Minor you are not permitted to access, use, or download the Website or Services. Use of a virtual private network to circumvent the restrictions set out in these Terms is strictly prohibited.

## 3. Access to the Website and Services;

To access or use the Website or Services, you must accept these Terms. Subject to the terms and conditions of these Terms. Your right to access, use, and download the Website or Services is personal and non-exclusive, may not be transferred or licensed to any other person or entity, and may be revoked by XREI Foundation at any time, in accordance with these Terms.

## 4. XREI Foundation Property; Trademarks; Feedback

You acknowledge and agree that all right, title, and interest in and to the Website and Services, and all works, designs, content, data, information, features, functionality, software, code, documentation, and other materials that form part of the Website and Services (collectively, the “**XREI Foundation Property**”) are the sole and exclusive property of XREI

Foundation, its affiliates, and their respective licensors. Neither these Terms nor your use of the XREI Foundation Property convey or will convey to you any right, title, or interest in or in relation to the XREI Foundation Property, except for the limited right to access and use the Website and Services that is granted to you expressly in these Terms. All rights in and to the XREI Foundation Property, and the intellectual property in and related to them are expressly reserved by their owner(s). **You may not use, reproduce, or otherwise exploit the XREI Foundation Property for any purpose, whether commercial or non-commercial, that is not expressly authorized by these Terms without the prior written permission of XREI Foundation.**

The trademarks of XREI Foundation and all related logos, designs, and slogans are trademarks that are owned by XREI Foundation and its licensors (the “**XREI Foundation Trademarks**”). You may not use or display the XREI Foundation Trademarks without the prior written permission of XREI Foundation. All goodwill arising in connection with the use or display of the XREI Foundation Trademarks will accrue to XREI Foundation and its licensors. All rights in and to the XREI Foundation Trademarks are expressly reserved. You grant to XREI Foundation, its affiliates, and their respective licensees, successors, and assigns, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid up, transferable, and sublicensable right and license to use and incorporate into the XREI Foundation Property any suggestion, enhancement, request, recommendation, correction, or other feedback provided by you relating to the XREI Foundation Property or the business, products, or services of XREI Foundation or its affiliates.

## **5. Code of Conduct; Restrictions**

You agree that you will comply with these Terms and all applicable laws that apply to you in connection with your access to and use of the Website or Services.

You agree that you will not:

5.1

provide, disclose, divulge or make available to, or permit use of the XREI Foundation Property by, any third party;

5.2

rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any XREI Foundation Property to any third party, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

5.3

copy, modify, or create derivative works or improvements of or based on the XREI Foundation Property;

5.4

interfere, or attempt to interfere, with the XREI Foundation Property in any way, including to reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the XREI Foundation Property, in whole or in part;

5.5

circumvent, or attempt to circumvent, any geographical restrictions, privacy measures, or other access controls, including the use of VPNs for such purposes;

5.6

facilitate, incite, or engage in the unethical manipulation or misuse of data or information in a manner that violates applicable law or undermines the access to, use, or operation of the XREI Foundation Property;

5.7

engage in spamming, mailbombing, spoofing or any other fraudulent, illegal or unauthorized use of the XREI Foundation Property;

5.8

engage in any activity that impedes or restricts any other user's access, use, or enjoyment of the XREI Foundation Property or which may cause harm to such user;

5.9

remove, obscure, or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the XREI Foundation Property;

5.10

engage in or allow any action involving the XREI Foundation Property that is inconsistent with the terms and conditions of these Terms;

5.11

impersonate any user or other person or entity or otherwise engage in any fraudulent or intentionally misleading activities in connection with your access or use of the XREI Foundation Property;

5.12

bypass or breach any security device, or protection used by or in connection with the XREI Foundation Property, including in connection with the access or use of the XREI Foundation Property;

5.13

input, upload, transmit, or otherwise provide to or through the XREI Foundation Property any information or materials that are unlawful or injurious, or contain, transmit, or activate any software or other technology, including any virus, trojan horse, worm, backdoor, malware, or other malicious computer code, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (i) computer, software, firmware, hardware, system or network; or (ii) application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data; or (b) prevent you or any other authorized user from accessing or using the Website or Services as intended ("**Harmful Code**");

5.14

damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner XREI Foundation, its affiliates, or the XREI Foundation Property, including our provision of any data, products, or services to any third party, in whole or in part;

5.15

access or use the XREI Foundation Property in any manner or for any purpose that (i) infringes, misappropriates, or otherwise violates the intellectual property or other rights of the XREI Foundation or any third party; or (ii) violates any applicable law;

5.16

access or use the XREI Foundation Property for purposes of competitive analysis of the XREI Foundation Property, the development, provision or use of a competing software service or product, or any other purpose that is to the XREI Foundation's detriment or commercial disadvantage; or

5.17

otherwise access or use the XREI Foundation Property beyond the scope of the authorizations granted under this Agreement.

Engaging in prohibited conduct constitutes a breach of these Terms and may subject you to civil liability or criminal prosecution under applicable laws. XREI Foundation reserves the

right to investigate and/or terminate your account, without a refund of any purchases or settlement of any outstanding accounts, if you have violated these Terms, misused any XREI Foundation Property or have acted in a manner that XREI Foundation considers as inappropriate or unlawful.

## **6. Availability; Downtime; Updates**

While we endeavour to keep downtime to a minimum, we cannot promise that the Website or Services or their availability will be uninterrupted, secure, or error-free. We reserve the right to interrupt or suspend access to the Website, Services, or any other XREI Foundation Property, or any part thereof, with or without prior notice for any reason and you will not be entitled to any refund of fees or other compensation for any such interruption or suspension. You are solely responsible, at your own expense, for obtaining and maintaining all Internet access, computer hardware, and other equipment and services needed to access and use the XREI Foundation Property.

XREI Foundation updates the content associated with the Website and Services periodically. However, XREI Foundation does not guarantee or accept any responsibility or liability for the accuracy, currency, or completeness of such content. XREI Foundation may revise, supplement or delete any information, content, features, functionality, services, or resources contained on the Website and Services and reserves the right to make such changes without prior notification to past, current, or prospective users, including you.

## **7. Disclaimers**

The disclaimers set out in this Section 7 will not limit or exclude any warranties that cannot be excluded or limited excluded under applicable law.

### **7.1**

#### **General Disclaimer**

**XREI Foundation does not make any representation or warranty of any kind, whether express or implied, statutory or otherwise, and XREI Foundation specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, to the maximum extent permitted by applicable law. All XREI Foundation Property, including the Website and Services are provided as-is and as available, exclusive of any warranty whatsoever, including with respect to completeness, security, quality, reliability, or availability. For clarity, and without limiting the generality of the foregoing, XREI Foundation make no warranty of any kind that the XREI Foundation Property, including the Website and Services, or any other products, services, opportunities, communications, or the results of the receipt of use thereof, will meet your or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, device, or other services, or be timely, secure, accurate, complete, free of Harmful Code, or error-free. You are responsible for implementing adequate measures to protect the security and integrity of your activities on the Internet, including by installing anti-virus protection and maintaining external backups to recover any lost data or information.**

### **7.2**

#### **Disclaimer re: Professional Advice**

**No advice or information provided or through the Website, Services, or any other XREI Foundation Property is intended to be investment, financial, legal, tax, or other professional advice. XREI Foundation and its affiliates do not provide investment,**

financial, legal, tax, or other professional advice and recommend that all users of the Website or Services obtain any investment, financial, legal, tax, or other professional advice that such user deems necessary in connection with their access to, use, or download of the Website and Services.

#### **7.3**

##### **Disclaimer re: Harmful Code**

XREI Foundation is not responsible or liable for any software that may infect or otherwise affect the use of your computer equipment or other property on account of your access to or use of the Website or Services or your downloading or otherwise acquiring any content or other information from or through the Website or Services.

#### **7.4**

##### **Disclaimer re: Digital Wallets**

If you provide information relating to your digital wallet on through, or in connection with the Website or Services or any linked or related website that permits the payment, acquisition, or transfer of any type of currency or other assets, you understand and agree that you are solely responsible and liable for maintaining the security of your digital wallet and your control over your passwords, private keys, seed phrases, or other credentials relating to the access and use of your digital wallet. We are not responsible or liable for managing or maintaining the security of your digital wallet or for any unauthorized access to or use of your digital wallet, including but not limited to any loss of any assets or currency in such digital wallet. You acknowledge and agree that you understand that unauthorized access to your digital wallet by third parties could result in the loss or theft of the contents of your wallet and that we have no responsibility or liability for storing, retaining, securing, or recovering your digital wallet, access to your digital wallet, or the contents of your digital wallet, including any passwords, private keys, seed phrases, or other credentials. By providing or using any digital wallet in connection with the Website or Services or any linked or related website, you agree that you are using the digital wallet under the terms and conditions of the applicable provider of the digital wallet. No digital wallet is created, operated, or maintained by XREI Foundation or affiliated with XREI Foundation. As a result, XREI Foundation does not have custody or control over the contents of your digital wallet and have no ability to retrieve or transfer its contents. Your relationship with any digital wallet provider is governed by the applicable terms and conditions of that wallet provider, not these Terms.

#### **7.5**

##### **Disclaimer re Blockchain Technologies**

The Website and Services may also reference or provide links to applications or applications related to smart contracts, protocols, and other blockchain technologies (collectively, "Blockchain Technologies"). The Blockchain Technologies are not part of the Website or Services, and your access to and use of any Blockchain Technologies is entirely at your own risk. In addition, any third party technologies required to be accessed or used in order to interact with the Blockchain Technologies, including any digital wallet, are not part of the Website or Services and your access to and use of such third party technologies are at your own risk.

#### **8. Assumption of Risk; Responsibilities**

All users are responsible for their (a) access and use the Website or Services and use of any other XREI Foundation Property; and (b) access, use, and interaction with any

**third party services, products, or technologies, including your compliance with all applicable laws in connection with the foregoing. You access to and use of the Website and Services, and use of any other XREI Foundation Property is purely voluntary, and you freely accept all risks and liabilities associated with the foregoing.**

## **9. Investigations; Enforcement**

You acknowledge and agree that we reserve the right to:

- take any necessary legal action, including but not limited to, referral to law enforcement, for any illegal or unauthorized use of the Website, Services, or any other XREI Foundation Property; and
- cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone using the Website, Services, or any other XREI Foundation Property.

**You waive and release XREI Foundation and its affiliates from and against any and all claims resulting from any action taken by XREI Foundation or its affiliates during, or as a consequence of, investigations by any governmental authority.**

## **10. Limitation of Liability**

The limitations of liability in this Section 10 do not affect any liability that cannot be excluded or limited under applicable law.

### **10.1**

#### **Exclusion of Damages**

**In no event will XREI Foundation or its affiliates be liable for any indirect, special, incidental, exemplary, punitive, or consequential damages (including, loss of profits, use, data, or other economic advantage) arising under, in connection with, or related to (a) these Terms; (b) the operation or provision of the Website, Services, or any other XREI Foundation Property; or (c) your access to or use of the Website, Services, or any other XREI Foundation Property, howsoever arising, either of a breach of these Terms (including breach of warranty), negligence, strict liability, tort, or any other theory of liability, even if XREI Foundation or its affiliates have been previously advised of the possibility of such damage.**

### **10.2**

#### **Limitation on Quantum of Liability for Direct Damages**

**The total aggregate liability of the XREI Foundation and its affiliates for direct damages arising under, in connection with, or related to (a) these Terms; (b) the operation or provision of the Website, Services, or any other XREI Foundation Property; or (c) your access to or use of the Website, Services, or any other XREI Foundation Property, will be limited to \$10.**

## **11. Indemnification**

You agree to indemnify, defend, and hold harmless XREI Foundation, its affiliates, and their respective directors, officers, shareholders, employees, staff, representatives, agents, licensors, licensees, successors, and assigns (the “**XREI Foundation Indemnified Parties**”) from and against any and all claims, demands, damages, judgments, penalties, fines, costs, and expenses, including legal fees, and disbursements, incurred by the XREI Foundation Indemnified Parties (or any of them), relating to, arising from, or in connection with a third party claim, demand, action, or proceeding arising out of (a) an allegation that your unauthorized use of any of the XREI Foundation Property infringes, misappropriates, or otherwise violates any third party’s rights or is otherwise unlawful; (b) your breach of these

Terms, including, any representation, warranty, covenant, or obligation in these Terms; (c) your negligence, fraud, or willful misconduct; (d) your use of the XREI Foundation Property in a manner that is not authorized by these Terms; (e) your use of the XREI Foundation Property in combination with data, software, hardware, equipment or technology not provided by XREI Foundation or authorized by XREI Foundation in writing; or (f) any modifications made by you to any XREI Foundation Property that have not been authorized by XREI Foundation in writing.

## **12. Suspension; Termination**

XREI Foundation may, at any time and from time to time, without notice, suspend or terminate your access or right to access or use the Website or Services or to otherwise access or use any XREI Foundation Property, if XREI Foundation determines, in its sole discretion, that you have violated or otherwise breached these Terms.

A suspension may be for such period of time as XREI Foundation considers necessary to permit the thorough investigation of the conduct at issue. You agree that, upon the suspension or termination of your access to or use of the Website or Services, you will immediately cease and desist from all access to and use of the Website or Services, and access to or use of the XREI Foundation Property, including in accordance with the written directions of XREI Foundation.

## **13. Linked Resources**

XREI Foundation may provide links to third party websites, webpages, social channels, and other online resources for your convenience only, including links to third party websites for the purpose of connecting you with third parties in connection with your use of the Website or Services. XREI Foundation is not responsible for those websites and the inclusion of these links does not imply that XREI Foundation either monitors or endorses them. Please be aware that these third party websites, webpages, social channels, and other online resources are governed by separate terms and conditions and privacy policies. We encourage you to be aware when you click these links. Your use of these third party websites, webpages, social channels, and other online resources is at your own risk. XREI Foundation is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to have been caused by or in connection with the use of or reliance upon any information, content, goods, or services available on or through any third party websites, webpages, social channels, or other linked resources.

## **14. Changes to these Terms**

You acknowledge and agree that we may make changes to these Terms from time to time, for any reason, in our sole and absolute discretion. The most recent version of these Terms will be posted at <https://www.XREIfoundation.io/terms-and-conditions>. If the changes that we make include material changes that affect your rights and obligations, we will take reasonable steps to notify you of the changes in advance. Your continued use of the XREI Foundation Property after we post and/or notify you of any changes to the Terms means that you accept and agree to be bound by the Terms as amended.

## **15. Governing Law; Dispute Resolution**

Subject to the below, in relation to any dispute, controversy, or claim arising out of, relating to or in connection with these Terms, including with respect to the formation, applicability, breach, failure to pay, termination, validity, or enforceability thereof (a “**Dispute**”), each party irrevocably submits to the exclusive jurisdiction of the courts of the British Virgin Islands and

waives any objection to such Dispute being heard in such courts on the grounds of venue or on the grounds that the Dispute has been brought in an inconvenient forum.

Notwithstanding any other provision of these Terms, you agree that we have the right to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. These Terms (and any Dispute arising under or in connection with these Terms) shall be governed by and construed in accordance with, in all respects including as to its validity, interpretation and effect, the laws of the British Virgin Islands, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

#### **16. Waiver of Class Actions and Arbitrations**

Any Dispute is personal to you and us and you agree that no Dispute will be brought as a class action, class arbitration or any other type of representative proceeding.

#### **17. Limitation on Time to Commence Disputes**

To the extent permitted by applicable law, you acknowledge and agree that any Dispute that you may have arising out of or relating to (a) these Terms; (b) the operation or provision of the Website, Services, or any other XREI Foundation Property; or (c) your access to or use of the Website, Services, or any other XREI Foundation Property, must be commenced within one year after the date that is the earlier of: (i) the date you discovered the Dispute; or (ii) the day on which a reasonable person with the abilities in the circumstances of the person with the Dispute first ought to have known of the Dispute.

#### **18. Entire Agreement**

These Terms and to any separate written agreement between you and XREI Foundation, constitute the entire agreement between you and XREI Foundation with respect to the subject matter of these Terms. There are no representations, covenants, or other terms other than those set out under these Terms. These Terms supersede any previous discussions, understandings, or agreements, between the parties relating to the subject matter of these Terms.

#### **19. No Waiver**

No waiver of satisfaction of a condition or non-performance of an obligation under these Terms is effective unless it is in writing and signed by the party granting the waiver or that party's authorized representative. Unless expressly granted in writing and signed by the party granting the waiver or that party's authorized representative, no waiver will extend to any subsequent non-satisfaction of a condition or non-performance of an obligation under these Terms, whether or not of the same or similar nature to that which was waived. No waiver will affect the exercise of any other rights or remedies under these Terms. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will affect further exercise of any right or remedy.

#### **20. Severability**

If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

#### **21. Assignment**



You may not assign, transfer, sublicense, or convey these Terms, including any rights granted by XREI Foundation and obligations assumed by you, except with XREI Foundation's prior written consent. We may assign, transfer, sublicense, or convey these Terms, and our rights and obligations under them, to any third party without notice to you.

## **22. Contact Information**

If you have any questions, concerns or suggestions regarding the Website, Services, or these Terms, please contact us at [privacy@preda-lang.org](mailto:privacy@preda-lang.org)

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