

## **TERMS & CONDITIONS**

Effective Date: 27 may 2026

These Terms & Conditions (“Terms”) govern access to and use of the website, software, infrastructure, APIs, integrations, onboarding tools, and related services (collectively, the “Services”) provided by XELEVEN INC, a company incorporated under the laws of the State of Delaware, United States, having its registered office at 8 The Green, Ste A, Dover, Kent County, Delaware 19901, United States (“XELEVEN”, “Company”, “we”, “our”, or “us”).

By accessing or using the Services, you agree to be bound by these Terms.

### **1. Nature of Services**

XELEVEN provides software infrastructure, technical integrations, orchestration solutions, white-label systems, API connectivity, and access coordination to independent third-party regulated financial service providers.

XELEVEN does not provide:

- banking services;
- payment services;
- money transmission services;
- custodial services;
- investment services;
- card issuing services;
- crypto exchange services;
- regulated financial services.

All regulated financial services available through the infrastructure are provided exclusively by independent licensed third-party institutions.

### **2. Third-Party Providers**

Certain services accessible through the XELEVEN infrastructure are performed by independent regulated providers, including but not limited to:

- banks;
- electronic money institutions;
- payment service providers;
- card issuers;
- compliance providers;
- virtual asset service providers.

Clients may be required to enter into separate agreements directly with such providers.

XELEVEN does not control and is not responsible for:

- onboarding approvals;
- compliance decisions;
- account approvals;
- transaction monitoring;

- account suspensions;
- offboarding decisions;
- regulatory restrictions imposed by third-party providers.

### **3. Eligibility**

You may use the Services only if:

- you are legally authorized to enter into binding agreements;
- your activities are lawful in your jurisdiction;
- you are not located in or connected to sanctioned or prohibited jurisdictions;
- you are not subject to sanctions or watchlists.

XELEVEN reserves the right to refuse Services at its sole discretion.

### **4. Compliance and Verification**

Clients may be required to provide:

- corporate documentation;
- identification documents;
- source of funds information;
- source of wealth information;
- business descriptions;
- compliance questionnaires;
- additional KYC/AML documentation.

Failure to provide requested information may result in refusal or termination of Services.

### **5. Intellectual Property**

All software, branding, interfaces, infrastructure, documentation, APIs, and related materials remain the exclusive property of XELEVEN or its licensors.

No ownership rights are transferred to the Client.

### **6. Prohibited Activities**

Users may not use the Services for:

- illegal activities;
- sanctions evasion;
- money laundering;
- terrorist financing;
- fraud;
- unlicensed financial activities;
- darknet activities;
- gambling where prohibited;
- mixer or anonymization services;
- deceptive or misleading conduct;
- unauthorized securities offerings;
- high-risk prohibited businesses.

### **7. No Warranties**

Services are provided on an “as is” and “as available” basis.

XELEVEN makes no guarantees regarding:

- onboarding approval;
- uninterrupted availability;
- acceptance by regulated providers;
- regulatory treatment in any jurisdiction;
- continued availability of integrations.

## **8. Limitation of Liability**

To the maximum extent permitted by law, XELEVEN shall not be liable for:

- indirect damages;
- loss of profits;
- regulatory actions;
- third-party provider decisions;
- business interruptions;
- account closures;
- compliance rejections.

## **9. Indemnification**

The Client agrees to indemnify and hold harmless XELEVEN from any claims, losses, liabilities, damages, penalties, or expenses arising from:

- misuse of Services;
- regulatory violations;
- unlawful activities;
- breach of these Terms.

## **10. Termination**

XELEVEN may suspend or terminate access to the Services at any time without prior notice where:

- compliance concerns arise;
- prohibited activities are detected;
- requested documentation is not provided;
- continued cooperation presents legal or reputational risk.

## **11. Governing Law**

These Terms shall be governed by the laws of the State of Delaware, United States.