

SUMMARY

The following key points of this User Agreement and Terms are brought for your convenience only. They do not substitute the full Terms.

Who we are?

xPortal is currently operated by xPortal Labs S.R.L.. The operation of xPortal can be performed by an entity that directly or indirectly Controls, is Controlled by, or is under common control with xPortal Labs S.R.L., where Control means the direct or indirect control of greater than 50% of the voting rights or equity interests of an entity or the power to direct or cause the direction of the management and/or business strategy of that party (the “**Group**”, “**MultiversX Group**” or “**MultiversX**”).

What is xPortal?

xPortal is a mobile application that allows Users (the “**Users**” or “**you**” mean all individuals, institutions or organizations that access, download or use xPortal or the Company Services and who meet the criteria and conditions stipulated by these Terms) to conveniently access, send and receive their crypto and digital assets (the “**Assets**”) in a non-custodial manner.

xPortal is a non-custodial wallet. This means:

- xPortal is a decentralized wallet and you, and only you hold the Private Keys to your cryptocurrency wallet. This means that neither xPortal nor MultiversX is able to access your Private Keys without your volition and consent.
- xPortal is a User controlled wallet so only the User has control over their funds.
- **You understand that if you lose your recovery words (and the Private keys associated with it), you will not be able to access your wallet and funds.**

Important disclaimers

xPortal is not intended as, and does not provide, any investment or financial advice whatsoever. As with any financial or investment decisions, you should conduct your own research and due diligence investigation, to properly evaluate the benefits and risks of any investment or financial transaction performed on or in connection to xPortal. You should also seek the advice and guidance of qualified accountants, financial advisors, tax advisors, legal counsels and investment advisors, in connection with any investment or financial transaction performed on or in connection to xPortal or with you Assets.

Privacy

We respect your privacy as further explained in our Privacy Policy.

Intellectual property

All legal rights in xPortal or related to xPortal, including all intellectual property rights, are MultiversX's.

Disclaimer of warranty

xPortal is provided for use 'as is'. We disclaim all warranties and representations with respect to xPortal.

Limitation of liability

To the maximum extent permitted by the applicable law, we – and anyone acting on our behalf in any form of collaboration – will not be liable in any way for any damage or loss, arising from the use or inability to use xPortal.

Law & jurisdiction

Use of xPortal is governed by the laws of Romania and subject to the exclusive jurisdiction of the competent courts in Romania.

Termination

You may request to terminate your account at any time by contacting us at contact@multiversx.com. Upon termination of these Terms or your account, your right to use xPortal is terminated and you must immediately cease using xPortal.

THE TERMS INCLUDE ADDITIONAL PROVISIONS THAT YOU SHOULD CAREFULLY READ, SUCH AS PROVISIONS REGARDING WARRANTY, LIMITED LIABILITY, INDEMNIFICATION AND ASSIGNMENT.

THE DETAILS

This User Agreement and Terms (“**Terms**”) constitutes a contract between you and xPortal Labs S.R.L. (“**Company**”, “**we**”, “**us**” and “**our**” and including all affiliates) and applies to your use of any Company products or services, including the self-custody, xPortal digital wallet application (“**xPortal**”), and other features, technologies and functionalities offered by the Company to you through a website, app, or through other means (the “**Company Services**”). The Company Services are provided to you subject to these Terms as well as the Privacy Policy, incorporated by these Terms by this reference. The Company may, in its sole discretion, modify or revise these Terms at any time, and you agree in advance to be bound by such modifications or revisions. We strongly recommend periodically reviewing the most up-to-date version of Terms. Your continued use of the Company Services shall constitute your acceptance of such amendments.

Please read the following User Agreement and Terms (the “**Terms**”) carefully. By completely signing up to, accessing, or using xPortal, you are entering a binding agreement with us and shall be deemed to have expressly read, understood and agreed to be bound by these Terms and any amendments thereto. If you do not agree to these Terms, you may not access or use xPortal.

YOUR DEVICE

xPortal is designed to work only on mobile phone devices with iOS 15.0 or later and Android 7.0 or later (API level 24) (the “**Device**”). xPortal is designed to function in portrait mode only and is not optimised for tablets or any other similar devices. Further, you are fully responsible for any data or messaging fees particular to your device(s) and/or carrier(s).

You acknowledge and agree that, in connection with your use of xPortal, you shall be responsible for the following, at your own cost:

1. obtaining and installing all hardware, software and communications services necessary for your use of xPortal in accordance with these Terms;
2. installing antivirus or other mobile security software on your Enabled Device to protect against any security or other vulnerabilities which may arise in connection with your use xPortal in accordance with these Terms; and
3. installing updates and patches for xPortal in a prompt and timely manner

HOW DOES IT WORK?

Unlike traditional centralized wallets, xPortal offers its Users a tool to conveniently sign transactions (“**Transactions**”) with a private key the Users manage (“**Private Key**”). Only with a private key the Users manage, a Transaction can take place. This means that neither xPortal nor MultiversX is able to access Users’ Assets or their Private Keys without their volition and consent.

In case Users’ Devices are unavailable — e.g. if the Device is broken or stolen — xPortal provides an optional way to assist Users to securely recover their wallet by using a cloud backup or a manual backup. The recovery process will be available to Users provided they have fully completed the backup process in accordance with the instructions presented on xPortal.

Through xPortal, Users can also access and view the balance of their Assets. The Fiat value of User's Assets as displayed through xPortal is only an estimate depending on relevant exchange rates of Fiat Currency and the valuation of crypto and digital assets which is constantly changing. The Company does not warrant nor does it make any representations as to the accuracy of the fiat value displayed through xPortal. For the avoidance of any doubt, "Fiat Currency" means any currency issued by a Central Bank of sovereign countries, such as the US Dollar, Euro, etc.

IMPORTANT DISCLAIMERS

xPortal is not intended as, and does not provide, any investment or financial advice whatsoever. With respect to any financial or investment decisions, it is strongly recommended that you conduct your own research and due diligence investigation, to properly evaluate the benefits and risks of any investment or financial transaction. It is also strongly recommended that you seek the advice and guidance of qualified accountants, financial advisors, tax advisors, legal counsels and investment advisors, in connection with any investment or financial transaction.

You agree to be held completely and fully responsible for your decisions. The Company does not guarantee in any way the completeness or accuracy of the information presented on xPortal and shall not be held liable for any errors in actions taken in reliance thereon, including with respect to the release of any funds or other similar activities which can be performed on xPortal.

Neither MultiversX nor xPortal is your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any decisions or activities affected by you using the Company Services. No communication or information provided to you via xPortal is intended as, or shall be considered or construed as,

investment advice, financial advice, trading advice, or any other sort of advice.

Neither MultiversX nor xPortal recommend that any Assets should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Assets, you should conduct your own due diligence and consult your financial advisors prior to making any investment decision. The Company will not be held responsible for the decisions you make to buy, sell, or hold Assets based on the information provided via xPortal.

Risk of financial loss: EGLD and other crypto currencies supported by xPortal are Assets and are part of a new asset class and present a risk of financial loss, and you should carefully consider your financial circumstances and tolerance for financial risk before purchasing either.

EGLD incorporates no connection to physical gold or gold derivative instruments. EGLD is not a "stablecoin" and may be volatile and/or may lose value. No recommendation is made herein as to the advisability of purchasing EGLD; notwithstanding, do not purchase EGLD if you cannot bear the loss of the entire purchase price.

LIMITATIONS

The Company Services allow you to interact directly with the MultiversX blockchain and other blockchains as well (Bitcoin, Ethereum, Binance, etc.), while you remain in full control of, and always responsible for, your own Private Keys and Assets. As an unhosted wallet where you are responsible for your own Private Keys and Assets, these Company Services are not regulated by any financial authority and the Assets that you may store, exchange, and transfer using Company Services are not covered or underwritten by any issuer, insurer, government, or central authority.

When you access certain features, such as xPortal, you will be able to create a wallet to perform a variety of actions with different Assets. You will be requested to verify your phone number through an attestation process requiring a transaction fee. You will not give the Company control or access to any of your Assets, and your Assets are not held in xPortal, but are on the MultiversX blockchain or others blockchain(s) and 'viewed' through xPortal, and the Company does not control the blockchain(s) or your Assets.

THE COMPANY DOES NOT COLLECT OR HOLD YOUR PRIVATE KEYS, AND THE COMPANY CANNOT ACCESS ACCOUNTS; RECOVER KEYS, PASSWORDS, OR OTHER INFORMATION; RESET PASSWORDS; OR REVERSE TRANSACTIONS. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE COMPANY SERVICES, INCLUDING, WITHOUT LIMITATION, FOR STORING, BACKING-UP, AND MAINTAINING THE CONFIDENTIALITY OF YOUR KEYS, PASSWORDS, AND INFORMATION, AND FOR THE SECURITY OF ANY TRANSACTIONS YOU PERFORM USING THE COMPANY SERVICES. YOU EXPRESSLY RELIEVE AND RELEASE THE COMPANY FROM ANY AND ALL LIABILITY AND/OR LOSS ARISING FROM YOUR USE OF THE COMPANY SERVICES.

Users interacting with crypto or digital assets should be aware that such assets involve risks, including the risk of loss of some or all assets. Losses are not insured, and you assume the full responsibility for all losses. You are advised to exercise caution, conduct research, and not to transact more than you can afford to lose. xPortal does not yet facilitate the storage or sending of fiat currencies.

RISKS

Please be aware that all transactions involving Assets involve certain risks. In this regard, once submitted to a blockchain network (MultiversX, Bitcoin,

Ethereum, Binance, etc), such a transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the blockchain network. A transaction is not complete while it is in a pending state.

Any Asset transfers, to and from external wallet addresses, that are in a pending state will be designated accordingly, and the relevant Asset will not be included in your xPortal wallet or be available to conduct transactions.

In any transfer of Assets, there is always a risk that the Assets can be lost due to the collapse of the community that supports such Asset transfers, or the failure or bankruptcy of the issuers and/or managers of that Asset. In such scenarios, your Assets could lose significant value and/or be lost all together if they are in a pending state of transfer.

The risk of loss in holding Assets can be substantial. You should therefore carefully consider whether holding Assets is suitable for you in light of your financial situation. In considering whether to hold Assets, you should be aware that the price or value of the Assets can change rapidly, decrease, and potentially even fall to zero. Past performance is not an indicator of future performance.

We are not responsible for the market of Assets, and we make no representations or warranties concerning the real or perceived value of Assets as denominated in any quoted currency. Although we may provide historical and/or real-time data regarding the price of Assets, including graphs displayed within the xPortal showing the price fluctuations of these Assets, such data or graphs are for reference only. We make no representations regarding the quality, suitability, veracity, usefulness, accuracy, or completeness of such data or graphs, and you should not rely on such data or graphs for any reason whatsoever. You understand and acknowledge that the value of Assets can be volatile, and you agree that we are not in any way responsible or liable for any losses you may incur by

holding or trading the Assets, even if the Company Services were delayed, suspended, or interrupted for any reason.

REGISTRATION

Information you provide.

In order to use XPortal, you must be an individual at least 18 years old (or older, as applicable in your jurisdiction) and register with a personal User account. When you register with XPortal, we will ask you to provide us the details we describe in our Privacy Policy (“**Registration Information**”).

xPortal’s features are activated and available only to Users who have successfully completed the sign-on process.

Use of xPortal may not be available to you, in whole or in part, in certain regions, countries, or jurisdictions, in order to comply with certain rules and regulations meaning that the use of xPortal is currently provided in specific regions, countries or jurisdictions and will be expanded to other territories at our discretion.

Users in certain regions may have different Terms applicable to them, which to be enacted and updated by us from time to time.

False information.

If we believe that the Registration Information you provide is false, deceptive or offensive, or if we believe that you violated these Terms, we reserve the right to unilaterally suspend or terminate your User account or your access to xPortal.

Additional information.

We reserve the right to request additional information to verify your identity, during the registration process, at any time throughout your use of xPortal or when you submit requests related to your User account being able to unilaterally suspend or terminate your User account or your access to xPortal if the information provided contradicts the information submitted

previously, if we consider that the information is false, deceptive or offensive, or if we believe that you violated these Terms.

SMS CONSIDERATIONS AND AGREEMENT

You understand that your wireless service provider(s) may charge you for each text message, including any error message, that is sent and/or received in connection with the Company Services. It is recommended that you consult with your wireless service provider's pricing plan for any applicable details. By using the Company Services, you are solely responsible for any wireless charges that may be incurred in connection with the use of XPortal.

YOUR PRIVACY

We respect your privacy. Our Privacy Policy, explains our privacy practices. We encourage you to read it carefully.

ACCEPTABLE AND PROHIBITED USE OF XPORTAL

Accepted use.

The following terms define the acceptable use of xPortal and the content available therein. You agree to abide by all applicable laws in relation to the legal usage of xPortal in your local jurisdiction as well as other laws and regulations applicable to Users. Users must also factor, to the extent of their local laws all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities.

ALL USERS OF XPORTAL ACKNOWLEDGE AND DECLARE THAT THEIR ASSETS COME FROM LEGITIMATE SOURCES AND DO NOT ORIGINATE FROM ILLEGAL ACTIVITIES; USERS AGREE THAT, IF THE CASE, THE COMPANY WILL REQUIRE THEM TO PROVIDE OR OTHERWISE COLLECT THE NECESSARY INFORMATION AND MATERIALS AS PER RELEVANT LAWS OR GOVERNMENT ORDERS

TO VERIFY THE LEGALITY OF THE SOURCES AND USE OF THEIR FUNDS.

Account suspension.

We may, in a unilateral way, temporarily or permanently suspend the use of or revoke your account, if we believe you have violated these Terms or exhibit behavior that raises suspicion of criminal activity.

Prohibited use.

When using xPortal, you must refrain from:

- Breaching these Terms or any other applicable rules and instructions that we may convey with respect to xPortal;
- Interfering with, burdening or disrupting the functionality of xPortal;
- Breaching the security of xPortal or publicly identifying any security vulnerabilities in it;
- Circumventing or manipulating the operation or functionality of xPortal, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in xPortal;
- Sending automated or machine generated queries;
- Using robots, crawlers and similar applications to collect and compile content from xPortal or send data to xPortal including for the purposes of competing with xPortal, or in such ways that may impair or disrupt xPortal's functionality;
- Displaying or embedding content from xPortal, including by any software, feature, gadget or communication protocol, which alters the content or its design;
- Impersonating any person or entity, or making any false statement pertaining to your identity or affiliation with any person or entity;
- Collecting, harvesting, obtaining or processing personal information regarding xPortal's Users, without their prior explicit consent;

- Abusing, harassing, threatening or intimidating other Users of xPortal;
- Linking to xPortal from web pages or applications that contain pornographic content or content that encourages racism or wrongful discrimination;
- Engaging in any activity that constitutes a criminal offense or gives rise to civil liability;
- Transferring your account on xPortal to another person;
- Infringing the Intellectual Property or any other rights of the Group;
- Violating any applicable law;

You are solely responsible for the content you make available through xPortal and for the consequences associated with doing so.

FEE-BASED AND FREE OF CHARGE SERVICES

Access to xPortal is offered to you without any costs for a limited period of time ("**Free Access**"). The Free Access period and the duration of it is and will be determined exclusively by the Company as additional features and services might be introduced in the future which will not be included as part of your Free Access. These additional features and services might be subject to payment of the applicable fees ("**Fees**"), in accordance with the packages, schemes and amounts presented to you, either upon registration or at a later time.

Free Access to xPortal is guaranteed for the Launch Period only, after which access to xPortal might be subject to payment of Fees. If you benefited from Free Access prior to that change, you will still be able to access xPortal for free (excluding any additional pay for services presented by us), provided you abide by these Terms and use your Free Access only for one account on one device at a time i.e. each User is entitled to receive a Free Access benefit only once).

SWAP FUNCTIONALITY

Introduction to Swap Functionality

Our app enables users to exchange one type of cryptocurrency for another, leveraging a versatile exchange infrastructure that includes the xExchange platform, as well as other decentralized and centralized exchanges. This multi-platform approach facilitates direct swaps between different digital assets across various blockchains, enhancing our ecosystem's interoperability and flexibility without necessitating an intermediary.

Non-Custodial Wallet Agreement

Operating as a non-custodial wallet, our app ensures that you retain complete control over your private keys and cryptocurrencies at all times. We provide the software interface that facilitates your direct interaction with MultiversX blockchain as well as with other blockchains as well, underscoring our commitment to your security and autonomy in managing your digital assets.

Understanding Liquidity Pools

Liquidity pools, critical to decentralized finance, enable the swap functionality not only within xExchange but also across other decentralized exchanges we support. These pools, collections of funds locked in smart contracts, provide the necessary liquidity for trading, allowing users to swap various cryptocurrencies based on current liquidity and market conditions. Our app interfaces with these pools to execute trades, spanning multiple blockchains and exchanges, according to the dynamics of each specific environment. When you initiate a swap, the app interacts with these pools to execute the trade based on the available liquidity and current market conditions.

Our Role and Responsibilities

We serve as a gateway, not as a seller, buyer, or intermediary of your trades. Our application provides access to engage with liquidity pools across different exchanges, including xExchange and others within our supported ecosystem. The actual transactions are executed within the respective decentralized or centralized environments, over which we have no control beyond facilitating your access.

Risks and Liabilities

The cryptocurrency market is inherently volatile and unpredictable, with asset prices subject to wide fluctuations. When using our app for swaps, whether through xExchange, other decentralized exchanges, or centralized platforms, the prices are determined by market supply and demand dynamics, liquidity conditions, and specific exchange mechanisms. These factors can lead to significant price differences between the initiation and execution of a swap, and we bear no responsibility for such discrepancies or any resulting financial losses.

Liquidity pools depend on the pooled resources of participants to facilitate swaps. The availability of liquidity can vary, affecting your ability to execute swaps at desired prices or quantities. In extreme cases, a lack of liquidity can lead to "slippage," where the executed swap price is different from the quoted price due to changes in pool liquidity between the initiation and execution of the swap. We cannot guarantee the liquidity of any trading pair at any given time and are not liable for losses due to liquidity constraints.

Swaps are executed via smart contracts on the MultiversX blockchain.

While smart contracts are audited and tested, they are subject to the inherent risks of blockchain technology, including vulnerabilities, bugs, and potential attacks. Any failure, malfunction, or security breach of the smart contracts or blockchain infrastructure could lead to a complete loss of the funds involved in a swap. We are not liable for any loss or damage arising from such technical risks.

The regulatory environment for cryptocurrencies is still evolving. Changes in laws, regulations, or government policies can significantly affect the use, transfer, exchange, and value of digital assets. It is your responsibility to ensure that your use of the swap functionality complies with all applicable laws and regulations. We are not liable for any loss or damage resulting from changes in the legal status or regulatory treatment of cryptocurrencies and decentralized exchanges.

Disclaimers of Liability: To the fullest extent permitted by law, we disclaim all liability for any losses, damages, costs, or expenses, direct or indirect, incurred by you as a result of using the swap functionality within our app, including but not limited to losses due to price fluctuations, liquidity issues, smart contract vulnerabilities, regulatory changes, or any other financial risks associated with cryptocurrency swaps. Your use of the swap feature is at your sole risk, and you assume all responsibility for any outcomes that may result.

By using the swap functionality, you acknowledge and agree that:

- You are fully aware of and accept the risks associated with digital asset trading and are capable of making independent trading decisions.
- You understand that we do not control, influence, or guarantee the execution price of swaps, the availability of liquidity, or the stability of the cryptocurrency market.
- You hereby release us, our affiliates, and service providers from any and all claims, damages, losses, liabilities, costs, and expenses arising from your use of the swap functionality.
- You are knowledgeable about the technology and risks involved in cryptocurrency trading.
- You are responsible for ensuring the security of your wallet and private keys.

- You understand that we do not have custody of your cryptocurrencies at any point.
- You accept all risks associated with using a decentralized exchange and liquidity pools for swapping tokens

This section does not purport to disclose all risks or considerations involved in using the swap functionality. You are encouraged to perform your own due diligence and consult with financial, legal, and tax advisors before engaging in cryptocurrency trading.

STAKING SERVICES

When you access xPortal you may be given the option to “stake” EGLD tokens via the Earn program available on xPortal (the “**Earn Program**”). Staking services are not available for all the Assets available on xPortal. By using these staking services you accept the terms for such services as set out in these terms.

The Earn Program is optional. **YOU ARE NOT REQUIRED TO STAKE EGLD TOKENS ON XPORTAL AND YOU CAN OPT-OUT AT ANY TIME.** Unless otherwise specified, if you opt-out of staking services, you can opt back in at any time.

The Service; Rewards; No Commission:

1. If you stake your EGLD by using the Earn Program, you may be eligible to receive staking rewards;
2. the Earn Program is using the smart contract(s) technology which gives you the possibility to stake your EGLD directly, without any involvement from xPortal (non-custodial);
3. you are solely responsible for the custody of the cryptographic private keys for the wallet used for accessing the Earn Program or xPortal;
4. xPortal does not retain or charge you any commission or fee from you when using the Earn Program.

5. The only fees payable by you are the network fees paid at each transaction made on the MultiversX blockchain (e.g. stake, unstake, reinvest, etc.);

Any APR listed on the Earn Program is only an estimate of the potential annual percentage rate or annual percentage yield that you may earn over a year based on the then-current rewards offered by the staking program run on the Earn Section. The actual staking rewards you receive may be more or less than this amount, depending on the APR applicable from time to time.

The tax treatment of certain transactions is uncertain, and it is your responsibility to determine what taxes, if any, arise from these transactions. Users are solely responsible for reporting and paying any applicable taxes arising from staking through the Earn program and all related transactions (e.g., redelegating rewards, etc), and acknowledge that xPortal does not provide investment, legal, or tax advice to you in connection with such election to participate. You should conduct your own due diligence and consult your advisors before making any investment decision including whether to participate in the Earn program and related transactions.

REFERRAL PROGRAM

The Referral Program (the “**Program**”) offered by the Company has been created to reward the Users of xPortal for doing what they were already doing - recommending xPortal to their families, friends, acquaintances or other third parties who sign in to become Users.

This section of the Terms - the Referral Program - which represents a binding agreement between you and the Company, will govern your participation in any and all Program offers. By participating in this Program you agree with the Terms. You are not authorized to participate in the Program if you don't agree with these Terms in their entirety.

Definitions

- **“Referrer”** – means a User that participates in the Program under these Terms.
- **“Referral Code”** – means a code assigned by xPortal to the Referrer to track Qualified Referrals referred by the Referrer.
- **“Referred User”** – a User who registered to xPortal by using a Referral Code.
- **“Purchase”** – a Transaction made by a User for purchasing crypto.
- **“Qualified Referral”** – occurs when a User registers to xPortal and completes at least one Purchase through xPortal in a minimum sum that will be determined by xPortal from time to time, at its discretion. Only successfully completed Purchases made through the third party providers available in the Buy section within xPortal (**“Third Party Providers”**) are accepted for a Qualified Referral.

Referral Program Eligibility

An eligible Referrer must be a User who completed the backup process according to the instructions presented on xPortal. If at any time, your registration to xPortal is canceled, you will immediately and automatically cease to be an eligible Referrer.

An eligible Referred User must be an individual, institution or organization who is eligible to become a User and has never signed up for xPortal before.

The Company reserves the right to find ineligible any participant in the Program at its sole discretion. The Referrer acknowledges and agrees that the Company may, in its sole discretion, decide whether or not to onboard any new Users(s) referred by the Referrer, as well as decide whether such new User(s) will be considered a Referred User(s)

Referral Program Participation

Users of xPortal have an opportunity to earn a reward for successfully referring other individuals, institutions or organizations to register to xPortal by sharing the Referral Code with them. For the avoidance of doubt, xPortal is not obliged to confirm the registration of any Referred User, and may, in its absolute discretion, deny such registration.

In order to refer new users to xPortal, xPortal will provide each User a unique Referral Code. You may send or provide this Referral Code to any eligible individual that may be interested in joining xPortal.

Any Referred User who registers to xPortal by using the Referral Code, will be identified in our systems as obtained by your reference and attributed to you as a Referrer.

Please note that you must send the xPortal Code and/or any marketing material according to the applicable terms of the law, any applicable privacy or spam laws which prohibit the delivery of advertisements or commercial messages to addressees that did not give their prior written consent to that delivery.

Any distribution of your Referral Code that could constitute unsolicited commercial email or “spam” under any applicable law or regulation is expressly prohibited and will be grounds for immediate termination of your User account and exclusion from the Program. xPortal will not endure any responsibility for any Referrer who violated the applicable terms of law when sending the Referral Code.

Referral Program Rewards

For each Qualified Referral attributed to you, you will earn a certain percent (that will be determined by the Company from time to time and published in xPortal app) or the entire amount of the Company’s Commission collected from the Third Party Providers for each purchase made by the Referred User in the first year following its registration to xPortal in accordance with the Terms (the “**Rewards**”).

“Company’s Commission” is a certain percent of the total purchase commission that may change from time to time. The Company’s Commission is a variable amount that is established contractually with each of the Third Party Providers available in xPortal. From time to time, the Company’s Commission can be equal to 0 (zero).

The Rewards will only be paid to an active User account. If such a User account is deleted for any reason, the funds will not be accessible.

You will always be able to see the updated sum of your Rewards section in xPortal. The sum of the Reward will be added to your User account on a weekly basis.

The Referred User will earn a one-time gift once completing a purchase worth a certain amount (the **“Gift”**) The required amount of the purchase and the exact amount and the coin used for the Gift will be determined by the Company from time to time and published in xPortal. The Referred User will be able to see its one-time Gift in xPortal.

The Company reserves the right to modify the amount of the Rewards and/or the Gifts and waive credited Rewards and/or Gifts given that we have valid grounds to do so, even if all conditions for the Referral Program are met.

Taxes.

All state and/or local income and other taxes, if any, are the User’s sole responsibility. Rewards may be taxable, depending on the value of the item and the federal, state, and local tax laws applicable to the User. All Users are solely responsible for reporting such items on their tax returns or similar and observing/paying any associated tax liability, in the case.

Use of materials

We may, at our sole discretion, provide you with marketing and promotional materials pertaining to xPortal. We hereby grant you, during the term of these Terms, a non-exclusive, non-transferable, limited right to reproduce

or copy the provided materials, for the sole purpose of promoting and marketing xPortal to potential Users.

Nothing herein shall grant you any ownership, title or any other rights in these materials, but only limited rights of use as described above.

Referral Program Restrictions

You must not interfere with or disrupt the administration of the Program or engage in any action that may manipulate the Program. As a Referrer, you must refrain from:

- Making any warranties and/or representations concerning xPortal;
- Assume any obligation of any kind whether express or implied on behalf of xPortal;
- Use our Intellectual Property rights, except as explicitly authorized under these Terms;
- Violating any rules, guidelines or instructions that we may convey with respect to the Terms;
- Damaging, corrupting, tampering with, interfering with or disrupting the functionality of xPortal;
- Submitting false, inaccurate, deceptive or misleading information;
- Impersonating any person or entity, or making any false statement pertaining to your identity;
- Acting with intent to annoy, harass, or abuse any other person;
- Engaging in any activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law, including laws governing securities or privacy;
- Activity deemed in the sole discretion of the Company to be generally inconsistent with the intended operation of the Program.

The Company shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Terms.

Referral Program Term

The term of this Program will begin upon your acceptance of the Terms and will end when terminated. xPortal may terminate this Program at any time, with or without cause, without being obliged to give you any prior written notice of termination.

Failure to observe the Terms gives the right to the Company to terminate your participation in the Referral Program immediately and upon such termination all your pending and future Transactions will be cancelled. xPortal has the right, on its sole discretion, to cancel the Program at any time, to start a new Program or to renew a Program.

AVATAR

In xPortal an User will have the possibility to generate an unique AI avatar (the “**Avatar**”), under certain conditions which will be communicated in the profile section. xPortal uses artificial intelligence algorithms to edit, modify and transform your photos.

xPortal allows you to upload photos onto application. Any processing of photos you upload through xPortal are governed by our Privacy Policy. From time to time and without prior notice to you, we may change, expand, and improve this function. We may also, at any time, cease or selectively disable this function. Any modification or elimination of this particular function will be done at our sole discretion.

For using this function, you will be required to upload a minimum of 9 (nine) photos of you (selfies). After the Avatar is generated the model copy, along with uploaded photos, are deleted permanently from our servers. We set certain restrictions to the use the Avatar in restricted cases (e.g., using nude photos, using photos of other people without their consent, etc.)

The Avatar is optional. You are not required to create an Avatar in xPortal.

CHAT

In xPortal, you will be able to use the chat section discuss with your friends (the “**Chat**”). The Chat is intended to make your use of xPortal more social by allowing you to communicate directly with your friends or other users of xPortal.

If you don't want to receive messages on the Chat from an User, you are able to block them. If you don't want to receive messages on the Chat at all, you can deactivate it completely. You can do both these things in xPortal.

To ensure any communication with your contacts is kept private, the Chat is protected using end to end encryption. This means that the Company cannot access messages in your Chat in any circumstances. For example, if you contact us in relation to something that has occurred on the Chat, we will not be able to see your thread. It also means we are unable to provide any information about messages in your Chat even if you ask us for it.

The Chat does not provide any permanent storage or backup of the messages in your thread. If you delete and reinstall xPortal, or if you change the device you are using to access xPortal, your messages will be permanently lost.

The Chat also allows you to transfer Assets directly to the User(s) with which you are chatting. These transfers are peer-to-peer, directly in the blockchain, between your wallet and the User's wallet you are chatting with. We may restrict or remove your access to the Chat, or close your xPortal account completely, if any provision of these Terms is not observed. If you think someone else is breaching those standards (for example, they are harassing you or impersonating someone), you can report them by contacting us. However, remember that because your messages are encrypted, we cannot see them. This may mean you will need to provide screenshots to us as evidence of any report you are making.

INTELLECTUAL PROPERTY

Our intellectual property.

All rights, title and interest in and to xPortal, including without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights and any goodwill associated therewith (the “**Intellectual Property**”), are the exclusive property of the Company and its licensors.

Restrictions.

You may not copy, reverse engineer, modify or create derivative works of the Company’s Intellectual Property, in any way or by any means.

You may not use any name, mark, logo or domain name that is confusingly similar to our marks, logos and Internet domain names. You must refrain from any action or omission that may dilute or damage our goodwill.

APPLICATION MARKETPLACE

Your use of xPortal may be subject to additional third party terms and conditions that govern that application marketplace from which you downloaded xPortal. Such third parties are not responsible for providing maintenance and support services with respect to xPortal.

THIRD-PARTY APPLICATIONS

xPortal interfaces with various third-party services, apps and platforms (“**Third-Party Applications**”). These may include, but are not limited to, platforms or apps that allow you to share your activity on xPortal, invite friends to use xPortal app via social networks, purchase cryptocurrency with fiat currency, or engage in other services such as locking your funds into interest-bearing smart contracts provided by Third-Party Applications.

While xPortal provides an avenue ("**Hub**" section) for you to access decentralized applications (DApps) and other services offered by Third-Party Applications, it is crucial to understand the following:

- xPortal does not endorse, verify, or make any representations regarding these Third-Party Applications. Your access to and use of such platforms through xPortal are entirely at your own risk. xPortal shall have no liability whatsoever in connection with your use of any Third-Party Applications, including, without limitation, any disputes over transactions or losses incurred.
- Your interaction with any Third-Party Application accessed via xPortal is governed solely by the terms and conditions of those platforms. We strongly encourage you to read those terms carefully and conduct your own research ("Do Your Own Research" or "DYOR") before engaging with any service or entering into any transactions.
- You bear the sole and exclusive responsibility for understanding and agreeing to the terms of service of any Third-Party Application you access through xPortal. The responsibilities, obligations, and liabilities of Third-Party Applications rest entirely with those entities as outlined in their respective terms of service
- xPortal may engage with Third Parties, including Third-Party Applications and providers, to perform certain aspects of the Company Services. xPortal is not liable for any delays, losses, or damages resulting from the services provided by any engaged Third Parties. Any claims related to the acts or omissions of a Third Party should be directed solely and directly to the respective party and/or its agents. Our liability concerning the services offered by any Third Party is limited to exercising reasonable care in their selection.

By using xPortal and accessing Third-Party Applications through it, you acknowledge and agree to the terms outlined above. Your decision to

interact with any Third-Party Application is made with full knowledge of this disclaimer and at your own discretion.

TERMINATION

Terminating your account.

You may, at any time, request to terminate your account by contacting us at contact@multiversx.com.

Upon termination of these Terms or your account, your right to use xPortal is terminated and you must immediately cease using xPortal.

Effects of Termination.

Upon termination, your User account will be cancelled.

Terminating the operation of xPortal.

We may at any time change, cancel, discontinue, suspend, disable or terminate the operation of xPortal, or any part thereof, temporarily or permanently, for all Users, or for certain Users, without any liability to you. If we do so on our own accord and not as a result of your violation of these Terms, we will notify you in advance before such termination.

In the event that we decide to suspend, restrict or terminate your access to the Company Services in accordance with the provisions of this clause, we will (to the extent that it is not unlawful for us to do so) provide you with adequate notice of such termination of the Company Services.

Suspensions, restrictions or terminations from the use of our Company Services will be reversed only as soon as reasonably practicable once the reasons for refusal no longer exist.

CHANGES AND AVAILABILITY

Changes on xPortal.

We may, at any time and without prior notice change the layout, design, scope, features or availability of xPortal. We may also remove User Content if we deem it necessary for operational reasons.

Availability

The availability, functioning, quality and functionality of xPortal depend on various factors, including software, hardware and communication networks, which are provided by third parties, at their responsibility. These factors are not fault-free.

Changing these Terms

We may revise these Terms (beyond the terms, rules and policies explained in our user guide), in whole or in part, at any time by notifying you of the amended Terms ahead of time. Your continued use of xPortal after the effective date of the amended Terms constitutes your consent to the amended Terms.

DISCLAIMER OF WARRANTY

XPORTAL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. WE AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS AND AFFILIATES (THE "STAFF") DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO XPORTAL, ITS CONTENT, THE FEES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, ACCURACY, ENHANCED GOODWILL OR EXPECTED BENEFITS.

WE DO NOT WARRANT THAT (1) XPORTAL WILL OPERATE UNINTERRUPTEDLY, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS IN ANY WAY; (2) XPORTAL WILL

ALWAYS BE AVAILABLE OR FREE FROM MALWARES, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; (3) THE QUALITY OF XPORTAL AND THE CONTENT AVAILABLE THROUGH IT, WILL MEET YOUR EXPECTATIONS; (4) THE CONTENT PRESENTED ON XPORTAL WILL BE ACCURATE, BENEFICIAL OR RELIABLE; (5) THE RESULTS OF USING XPORTAL WILL BE SATISFACTORY AND WILL FIT YOUR EXPECTATIONS OR REQUIREMENTS.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF XPORTAL, OR THE CONTENT PRESENTED ON, OR THROUGH, XPORTAL, WHETHER OR NOT MADE BY ANY OF OUR STAFF, WHICH IS NOT EXPRESSLY CONTAINED IN THESE TERMS, SHALL BE DEEMED TO BE A WARRANTY BY THE INVOLVED PERSONS FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF OUR STAFF WHATSOEVER.

YOU AGREE AND ACKNOWLEDGE THAT THE USE OF XPORTAL IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR STAFF, SHALL NOT BE LIABLE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE CONTENT, THE FEES, THE USE OF, OR THE INABILITY TO USE XPORTAL OR ITS FEATURES, OR FROM ANY FAILURE, ERROR, OR

BREAKDOWN IN THE FUNCTION OF XPORTAL, OR FROM ANY FAULT, OR ERROR MADE BY OUR STAFF, OR FROM YOUR RELIANCE ON CONTENT AVAILABLE ON XPORTAL, OR FROM ANY COMMUNICATION THROUGH XPORTAL, OR WITH OTHER USERS ON XPORTAL, OR FROM ANY DENIAL OR CANCELATION OF YOUR USER ACCOUNT, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF YOUR CONTENT ON XPORTAL.

IN ANY EVENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL, MAXIMUM AND AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES SHALL BE LIMITED TO HALF OF THE FEES YOU PAID US (IF ANY) IN THE TWELVE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE CLAIM.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WE WILL BE FULLY RELEASED FROM OUR OBLIGATIONS AND LIABILITY TO YOU IF YOU HAVE BREACHED THESE TERMS, ANY OTHER TERMS, RULES OR REGULATIONS APPLICABLE TO XPORTAL, OR IF THROUGH YOUR USE OF XPORTAL, YOU INFRINGED OR VIOLATED ANY OTHER PERSON'S RIGHTS.

INDEMNIFICATION

To the maximum extent permitted by law, you will indemnify, defend and hold harmless at your own expense, the Company, our representatives and agents and anyone acting on our behalf, from and against any damages, costs and expenses, including attorney's fees and costs, third party claims, demands, liabilities, resulting from any claim, allegation or demand, connected with your use of xPortal, your breach of these Terms, infringement of any other person's rights or any violation of an applicable law.

GOVERNING LAW, JURISDICTION

Regardless of your place of residence or where you access or use xPortal from, these Terms and your use of xPortal will be governed by and construed solely in accordance with the laws of Romania .

The competent courts in Romania will have exclusive and sole jurisdiction over any dispute, claim or controversy relating to xPortal or with respect to any matter relating to these Terms. You hereby expressly consent to personal jurisdiction in Romania and expressly waive any right to object to such personal jurisdiction or the non-convenience of such forum.

Notwithstanding the foregoing, we may lodge a claim against you pursuant to the indemnity clause above in any court adjudicating a third party claim against us.

GENERAL

Assignment

You may not assign or transfer any right to use the Company Services or any of your rights and obligations under these Terms without our prior written consent, including any right or obligation related to the enforcement of laws or the change of control. Any attempted or actual assignment by you, without our prior written consent, shall be null and void.

The Company may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

Changes in ownership

In the event of M&A, we may, without notice or obtaining your consent, assign and delegate these Terms, including all of our rights, performances, duties, liabilities and obligations contained herein, to a third party.

Severability

If any provision of these Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law to reflect as closely as possible, the original intention of that provision, and the remaining provisions of these Terms shall continue to remain in full force and effect.

Force Majeure

We will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond the Company's reasonable control.

Interpretation

The section headings in these Terms are included for convenience only and shall take no part in the interpretation or construing of these Terms.

Whenever used in these Terms, the term "Including", whether capitalized or not, means without limitation to the preceding phrase. All examples and e.g. notations are illustrative, not exhaustive.

Entire agreement

These Terms constitute the entire agreement between you and us concerning the subject matter herein, and supersede all prior and contemporaneous negotiations and oral representations, agreements and statements.

Waivers

No waiver, concession, extension, representation, alteration, addition or derogation from these Terms by us, or pursuant to these Terms, will be effective unless consented to explicitly and executed in writing by our authorized representative. Failure on our part to demand performance of any provision in these Terms shall not constitute a waiver of any of our rights under these Terms.

Relationship.

These Terms do not create any agency, partnership, employment or fiduciary relationship between you and us.

CONTACT US

At any time, you may contact us with any question, request, comment or complaint that you may have with respect to xPortal or these Terms at contact@XPortal-management.com

Effective Date: February 12, 2024