

Terms of Service

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. THIS AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH THE XMC Development LLC.

XMC Development LLC (“XMC”, “we”, or “us”), a Florida Limited Liability Company, may offer and operate certain content, functionality, applications, and services (collectively the “Services”), including, without limitation, access and use of marscoin.com, marscoin.app and all related websites, publications and applications.

Please read these Terms of Service carefully before using or accessing the Services. *By accessing or using any of the Services we provide, you expressly agree to be bound by these Terms of Service.* We may modify these Terms of Service at any time, and such modification will be effective immediately upon posting of the modified Terms of Service to this website. Your continued use of the Services following the posting of the revised Terms of Service means that you accept and agree to the revised terms.

Eligibility

By using the Services, you represent and warrant that you:

1. are 13 years of age or older;
2. are not barred from using the Services under any applicable law;
3. are not located in, under the control of, or a national or resident of any country to which the United States, European Union, Japan, Korea, United Kingdom, Australia, India or China has embargoed goods or services, including but not limited to Syria, Somalia, North Korea, Iran, or Cuba;
4. are not identified as a “Specially Designated National” by the U.S. Department of the Treasury Office of Foreign Assets Control (“OFAC”) or placed on the U.S. Department of Commerce’s Denied Persons List;
5. are either (a) using the Services only for your own personal use or (b) using the Services for another entity with authorization from such entity, and you have authority to agree to and do agree to these Terms of Service on behalf of such entity; and
6. you will comply with these Terms of Service and all applicable local, state, national, and international laws, rules, and regulations in your usage of the Services.

If you do not meet all of these requirements, you must not access or use the Services.

Privacy Policy

Your privacy is of the utmost importance to us. By using the Services, you consent and agree to the collection and use of your information as disclosed in our Privacy Policy, which can be found [here](#).

Accessing the Services

We reserve the right to withdraw or amend the Services at our sole discretion without prior notice. You acknowledge and agree that from time to time the Services may be inaccessible or inoperable for any reason, including without limitation:

1. equipment or technology malfunctions;
2. periodic maintenance procedures or repairs which XMC may undertake from time to time; or
3. causes beyond the control of XMC or which are not reasonably foreseeable by XMC.

If for any reason the Services are inaccessible or inoperable, you agree to hold harmless XMC for any impact this inaccessibility or inoperability may have upon you or your use of the Services.

You agree that you will use the Services only for lawful purposes and in accordance with these Terms of Service. You agree that you are solely responsible for any and all acts and omissions that occur with regard to your use of the Services, and you agree not to engage in prohibited use of the Services, as specified below.

You will not, under any circumstances, do any of the following:

1. use the Services to defraud, threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others;
2. cause disruptive incidents;
3. act, or fail to act, in your use of Services, in a manner that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries);
4. provide false, inaccurate, or misleading information;
5. send, upload, download, or knowingly receive, use, or re-use any material which does not comply with these Terms of Service;
6. scrape or collect information from the Services about others, including, without limitation, email addresses, without prior consent from us;
7. attempt to disrupt, interfere, damage, or gain unauthorized access to any parts of the Services or any other computer network, server, computer, or database connected to the Services;
8. impersonate or attempt to impersonate XMC, an XMC employee, contractor, or director, or any other person or entity;
9. disseminate, store, or transmit viruses, scareware, Trojan horses, or other malicious code or program;
10. use the Services to engage in or support any phishing, spoofing, or similar attack;
11. use the Services to engage in or support fraudulent, unlawful, or criminal activity;
12. engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Services; or

13.engage in any other activity deemed by XMC to be in conflict with the spirit or intent of these Terms of Service or that, as determined by us, may harm XMC or users of the Services, or may expose them to liability.

Changes to the Services

We may modify or discontinue, temporarily or permanently, the Services or any part thereof without prior notice. You agree that we will not be liable for any modification, suspension, or discontinuance of the Services or any part thereof.

Information and other material provided through the Services may also be updated from time to time, but such content is not necessarily complete or up-to-date, and we are under no obligation to update such content or any other part of the Services, which you acknowledge by use of the Services

Use of the Stellar Network

Some of the Services may help you access the Stellar Network, a distributed ledger network powered by the Stellar open-source protocol, such as through a lightweight client. By accessing the Stellar Network, you may choose to send and receive Marscoins (also sometimes referred to as “XMC”) and other Stellar assets, build transactions, issue and trade tokens, build smart contracts, and otherwise transact through the Stellar Network. Please note that We do not control the Stellar Network and cannot control activity and data on the network, nor can we control the activities of you or third parties who may develop on the network, validate transactions on the network, or use the network. All activity and data on the Stellar Network is permanent and public.

The Stellar Network is not a part of the Services defined herein. Activities on the Stellar Network are powered by a network of independent servers and are not controlled by us. We do not and cannot guarantee the successful operation, up-time, security, or functioning of the Stellar Network.

You agree and acknowledge that any access or use by you of the Stellar Network is made solely at your own risk and that We bare no responsibility or liability for your use of the Stellar Network, including, without limitation, for any harm, loss, or damages arising from transactions sent to wrong Stellar addresses, incorrectly constructed transactions, software and network problems, technical failures, unauthorized access to any user wallets, legal and regulatory matters and consequences, or fraud conducted by third parties. Additionally, you agree and acknowledge that you will not, in connection with our Services, use the Stellar Network (i) in a manner that violates any applicable federal, state, local, or international law or regulation; (ii) to fund terrorism or other criminal activity; (iii) to circumvent any export restrictions or economic sanctions; or (iv) to engage in unlawful money transmission, currency exchanging, or money laundering.

Use of Marscoins

Marscoins are not legal tender, are not backed by any government, and are not subject to protections or insurance provided by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation of the United States or similar government regulatory agencies of any country.

The fiat value of Marscoins is volatile, and Marscoins could lose all value. XMC does not control and is not responsible for the value of Marscoins and makes no guarantee, express or implied, of its value. You agree and acknowledge that any purchase of Marscoins by you or on your behalf is made voluntarily, willfully, and exclusively at your own risk. We do not hold, store, or take custody of any user's Marscoins, Stellar tokens, or related private keys. You agree and acknowledge that you are solely responsible for the secure storage of any Marscoins, Stellar tokens, and related private keys in your possession. You agree that in no event will XMC be liable for the security or control of any user's Marscoins or related private keys.

Regulatory Acknowledgements

You acknowledge the following:

1. XMC does not offer securities-related services in the United States or to U.S. persons and is not registered with the U.S. Securities and Exchange Commission;
2. XMC does not hold custody of any user's private keys, Marscoins, or any other funds;
3. XMC is not a money transmitter and does not convert or transmit Marscoins or any other thing of value on anyone's behalf; and
4. XMC does not provide investment, financial, tax, or legal advice. The information and applications provided in connection with the Services does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and should not be treated by any user as such. XMC makes no recommendation and does not provide any advice about the fiat value of Marscoins or any other digital currency.

Third-Party Resources

The Services may mention and link to other sites, services, and resources provided by third parties. XMC makes no representation or warranties of any kind regarding any site, service, or resource provided by a third party, including, without limitation, any representations or warranties regarding its accuracy, completeness, usefulness, security, or legitimacy. XMC has no control over third party sites, services, and resources, and is not responsible for any harm, loss, or damage that may arise from your use of them. If you decide to access any of the third party sites, services, or resources, you do so entirely at your own risk and subject to the terms and conditions for such sites, services, or resources.

Additional Terms and Conditions

Additional terms and conditions may apply to specific applications, features, or portions of the Services. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Service. Such terms shall be read to be consistent with these Terms of Service to the greatest

extent possible. In the event of a direct conflict between these Terms of Service and the terms for any specific application, the terms and conditions for the specific application shall control.

Intellectual Property Rights

The Services (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof) are protected by copyright, trademark, and other intellectual property rights and laws of the United States and other applicable countries. You agree to abide by all applicable proprietary rights and laws, as well as any trademark or copyright notices or restrictions contained in the Terms of Service.

These Terms of Service permit you to use the Services for your personal, non-commercial use only. Unless otherwise expressly indicated, You are prohibited from modifying, copying, displaying, distributing, transmitting, publishing, selling, licensing, creating derivative works from, or using any portions of the Services for commercial or public purposes without our express authorization or as expressly permitted by applicable copyright or trademark law.

Except as otherwise indicated elsewhere by the Services, you may view, download and print the content available on the Services subject to the following conditions:

1. The content must be used solely for personal, informational, non-commercial purposes;
2. The content must not be modified or altered in any way;
3. The content must not be distributed;
4. You must not remove any copyright or other proprietary notices contained in the content;
5. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by any end user license agreement for such applications;
6. We reserve the right to revoke the authorization to view, download, and print any content available with the Services at any time; and
7. The rights granted to you constitute a non-exclusive and revocable license and not a transfer of title. All rights not expressly granted are reserved by XMC.

Trademarks

The “Marscoin” name and design and any related product or service names, logos, or slogans, including, without limitation, the “XMC” name and design, contained herein are trademarks or service marks of the XMC Development LLC and may not be copied, imitated, or used, in whole or in part, except as expressly permitted in this Terms of Service, our Brand Policy, or with the prior written permission of XMC. All other trademarks, names, or logos mentioned in connection with the Services are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the written permission of the applicable trademark holder. The inclusion of any such reference does not constitute an approval, endorsement, or recommendation by us.

Disclaimer of Warranties

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, ALL SUBPARTS THEREOF, INCLUDING ALL TOOLS, APPLICATIONS, AND OTHER CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, XMC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT AS TO THE SERVICES AND THE INFORMATION, CONTENT, TOOLS, AND MATERIALS CONTAINED THEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

XMC DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT (A) ACCESS TO THE SERVICES OR ANY PART THEREOF WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THAT THE SERVICES OR ANY MATERIALS CONTAINED THEREIN ARE ACCURATE, COMPLETE, RELIABLE, OR CURRENT; (C) THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (D) OR THAT THE SERVICES OR ANY OF THE MATERIALS CONTAINED THEREIN WILL MEET YOUR REQUIREMENTS, NEEDS, OR EXPECTATIONS.

ADDITIONALLY, XMC DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LEGALITY OF THE SERVICES FOR ANY USE CASE, OR THAT THE SERVICES MAY MEET ANY REGULATORY AND COMPLIANCE NEEDS. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING AND COMPLYING WITH ALL LEGAL AND REGULATORY RESTRICTIONS AND REQUIREMENTS THAT MAY GOVERN YOUR USE OF THE SERVICES.

EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THESE TERMS OF SERVICE, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR ACCESS AND USE OF THE SERVICES.

XMC IS NOT ACTING AND CANNOT ACT AS YOUR ADVISOR WITH RESPECT TO ANY FINANCIAL, LEGAL, INVESTMENT, OR TAX MATTERS. ANY INFORMATION PROVIDED BY THE COMPANY IS FOR GENERAL INFORMATION ONLY, AND YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER OR NOT TO USE THE SERVICES. YOU ACKNOWLEDGE THAT THE SERVICE MAY BE SUBJECT TO EXPORT RESTRICTIONS AND ECONOMIC SANCTIONS IMPOSED BY U.S. LAW.

Limitation on Liability

YOU AGREE THAT IN NO EVENT WILL YOU SEEK TO HOLD XMC NOR WILL XMC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF

SERVICE, THE SERVICES, THE STELLAR NETWORK, OR MarscoinS, INCLUDING, WITHOUT LIMITATION, YOUR USE OR INABILITY TO USE THE SERVICES; THE SECURE STORAGE OF YOUR PRIVATE KEYS OF MarscoinS OR OTHER CRYPTOCURRENCY; ANY CHANGES TO OR INACCESSIBILITY OR TERMINATION OF THE SERVICES; ANY DELAY, FAILURE, UNAUTHORIZED ACCESS TO, OR ALTERATION OF ANY TRANSMISSION OR DATA; ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE SERVICES; ANY ACTIVITIES OR COMMUNICATIONS OF THIRD PARTIES; ANY LOSS OF Marscoin VALUE; OR ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THE SERVICES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF TORT OR OTHERWISE, AND WHETHER OR NOT XMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON XMC OR THE SERVICES, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

IF YOU ARE DISSATISFIED WITH THE SERVICES, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Arbitration and Class Action Waiver

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH THE XMC DEVELOPMENT LLC AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

You and XMC agree to arbitrate any disputes, controversies, or claims (any of the foregoing, a “Claim”) arising from these Terms of Service or relating to the Services. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and XMC agree to the following:

- NEITHER YOU NOR XMC WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY;
- YOU AGREE THAT YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS, OR AS A PRIVATE ATTORNEY GENERAL, PERTAINING TO ANY CLAIM COVERED OR ARISING FROM THESE TERMS OF SERVICE OR YOUR USE OF THE SERVICES;
- To notify each other of any dispute within thirty (30) days of when the cause of dispute arises; and
- To attempt informal resolution prior to any demand for arbitration.

If arbitration is chosen by any party, the following will apply:

- Arbitration will be conducted confidentially by a single arbitrator in accordance with the JAMS Streamlined Arbitration Rules, unless your aggregated Claims are for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply;
- Arbitration shall occur in San Francisco, California, and the arbitrator shall apply applicable substantive law consistent with the Federal - Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law;
- The state or federal courts in San Francisco County, California have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration;
- In any arbitration, the parties will not seek discovery from each other, and the arbitrator shall not allow parties to engage in discovery; rather, each party shall disclose the evidence supporting their positions at a mutually agreeable time and date prior to the final hearing;
- At the request of either party, all arbitration proceedings will be conducted in the utmost secrecy and, in such case, all documents, testimony, and records shall be received, heard, and maintained by the arbitrators in secrecy under seal, available for inspection only by the parties, their respective attorneys, and their respective experts, consultants, or witnesses who have agreed, in advance and in writing, to receive all such information as confidential to be used solely for purposes of the arbitration; and
- Other than class procedures and remedies discussed herein, the arbitrator has the authority to grant any remedy that would otherwise be available in court.

If the requirement to arbitration and/or the prohibition against class actions and other Claims brought on behalf of third parties contained above is found to be unenforceable, then that language shall be deemed to have been removed from the Terms of Service and the remaining obligations relating to arbitration shall continue in full force and effect.

Indemnification

You agree to defend, indemnify, and hold harmless XMC, its independent contractors, service providers, advisors, and consultants, and their respective directors, employees, and agents (altogether, the “Indemnitees”), from and against any Claims, damages, costs, liabilities, and expenses (including, without limitation, reasonable attorneys’ fees) arising out of or related to: (a) your use of the Services; (b) your violation of these Terms of Service; (c) your violation of any rights of another; (d) your conduct in connection with the Services; or (e) your use of Marscoins. Some jurisdictions limit consumer indemnities, so some or all of the indemnity provisions above may not apply to you. If you are obligated to indemnify any of the Indemnitees, we reserve the right, in our sole discretion, to control any action or proceeding and to determine whether to settle and on what terms.

Governing Law and Jurisdiction

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Florida without resort to its conflict of law provisions. You agree that any legal action or proceeding

arising out of or relating to these Terms of Service not subject to arbitration (as set forth below) shall be brought exclusively in a court of competent jurisdiction sitting in the City and County of San Francisco, California, United States. You further irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action, or proceeding arising out of these Terms of Service.

Assignability – No Third Party Beneficiaries

No provision of these Terms of Service is intended, nor will be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any user, client, customer, affiliate, or any party hereto or any other person unless specifically provided otherwise herein, and except as so provided, all provisions hereof will be personal solely between you and XMC. XMC may assign its rights and duties under these Terms of Service to any party at any time without notice to you.

Waiver

No waiver by XMC, whether by conduct or otherwise, of any term, provision, or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term, provision, or condition or a waiver of any other term, provision, or condition. Any failure or delay of XMC to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

Severability

If any provision of these Terms of Service is deemed unlawful, invalid, or otherwise unenforceable, then that provision, to the minimum extent necessary, shall be eliminated and deemed severable from these Terms of Service and will not affect the validity and enforceability of any remaining provisions.

Entire Agreement

These Terms of Service, including the Privacy Policy, constitute the complete and exclusive statement of the agreement between you and XMC with respect to the Services and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, concerning the Services.

EFFECTIVE DATE: MARCH 10, 2020