

Xoido Terms of Service

Effective Date

September 1, 2026

These Terms of Service govern access to and use of Xoido.com, Xoido APIs, Xoido Travel, payment interfaces, merchant and administrative portals, developer tools, applications, and other services that reference these Terms (collectively, the "Services"). Please read them carefully before using the Services.

These Terms form a legally binding agreement between Xoido L.L.C. ("Xoido," "we," "us," or "our") and the individual or entity that accesses or uses the Services ("you" or "your"). If you use the Services for an organization, you represent that you have authority to bind that organization, and "you" includes that organization.

By accessing or using the Services, clicking to accept these Terms, or executing an order form or other agreement that incorporates them, you agree to these Terms and the Xoido Privacy Policy. If you do not agree, do not use the Services.

1. Eligibility and Authority

- You are at least 18 years old and have legal capacity to enter into these Terms.
- You are not barred from using the Services under applicable law, sanctions, or restrictions imposed by Xoido or a provider.
- All registration, onboarding, and transaction information you provide is accurate, complete, and current.
- If you act for a business, you are authorized to bind it and use the Services for its lawful business purposes.

2. The Services and Xoido's Role

Xoido provides technology that orchestrates access to supported payment methods, financial institutions, payment processors, bank rails, digital asset and stablecoin infrastructure, blockchain networks, identity and compliance services, conversion services, settlement

services, and other providers. Xoido Travel is a set of Services designed for approved travel businesses and their customers.

Unless Xoido expressly agrees otherwise in writing, Xoido is a technology provider and is not a bank, money transmitter, card network, card issuer, deposit-taking institution, digital asset issuer, exchange, broker, fiduciary, travel agency, or seller of travel. Financial, payment, digital asset, conversion, custody, and settlement services may be provided by independent third parties under their terms and regulatory obligations.

The payment methods, currencies, assets, providers, features, limits, transaction times, and jurisdictions supported by the Services may change. Availability shown in an interface or documentation does not guarantee that a transaction will be accepted, completed, or settled.

3. Accounts and Security

You may need an account to use certain Services. You are responsible for maintaining accurate account information; safeguarding passwords, API keys, tokens, devices, and other credentials; restricting account access; and all activity conducted through your account or credentials. You must promptly notify Xoido at support@xoido.com of suspected unauthorized access, credential compromise, or security incidents affecting the Services.

You may not share credentials except with authorized personnel who are bound by appropriate obligations. Xoido may require multi-factor authentication, credential rotation, or other security measures and may suspend access if we reasonably believe an account or integration is compromised.

4. Business Verification and Compliance

Access to payment or financial features may require onboarding, identity or business verification, underwriting, provider approval, and ongoing compliance review. You must provide requested information and documents concerning your identity, business, ownership, customers, transactions, source of funds, products or services, licenses, policies, and operations.

Xoido or its providers may conduct KYC, KYB, AML, sanctions, fraud, and other risk checks; monitor transactions; request additional information; establish reserves or limits; delay or decline transactions; or restrict access as permitted by law and applicable agreements. Approval by Xoido does not constitute legal advice or a determination that your activities comply with every law applicable to you.

5. Merchant and Travel Provider Responsibilities

If you use the Services as a merchant or travel provider, you are solely responsible for your goods and services, customer relationships, bookings, disclosures, pricing, taxes, fulfillment, cancellations, refunds, chargebacks, complaints, travel documentation, and compliance with laws applicable to your business.

- Clearly disclose the merchant of record and all material terms of sale, including price, currency, cancellation, refund, delivery, and fulfillment terms.
- Obtain all licenses, registrations, consents, and authorizations required for your activities and comply with consumer protection, travel, privacy, sanctions, tax, advertising, and payment rules.
- Provide accurate transaction descriptions and promptly deliver the purchased goods, services, reservations, tickets, or travel arrangements.
- Maintain fair and legally compliant cancellation, refund, and customer-service practices, including procedures for disruptions and travel-related claims.
- Not represent that Xoido endorses, guarantees, or supplies your travel product or other offering.

Xoido is not a party to the underlying transaction between a merchant and customer and is not responsible for the quality, safety, legality, availability, delivery, cancellation, or performance of goods, travel, accommodations, transportation, experiences, or other services sold by a merchant.

6. Payment Instructions, Transactions and Settlement

When you submit a payment, conversion, payout, refund, or settlement instruction, you authorize Xoido and applicable providers to act on that instruction and share information necessary to process it. You are responsible for confirming all transaction details, including recipient, account, wallet address, asset, network, amount, and currency, before submission. A transaction may be pending, delayed, declined, reversed, returned, frozen, or canceled because of provider requirements, insufficient funds, incorrect information, network conditions, blockchain confirmation requirements, compliance review, suspected fraud, sanctions, technical failures, chargebacks, disputes, or legal process. Estimates are not guarantees.

Settlement amounts may be reduced by fees, refunds, reversals, chargebacks, assessments, taxes, reserves, conversion spreads, network fees, or other amounts authorized by the applicable agreement. Final settlement terms, timing, supported destinations, and reserves may be specified in an order form, merchant agreement, dashboard, or provider terms.

7. Digital Assets and Blockchain Transactions

Digital assets involve substantial risks, including price volatility, loss of value, network congestion, protocol changes, forks, smart-contract vulnerabilities, cybersecurity events, regulatory changes, and loss caused by incorrect wallet addresses, assets, or networks. Blockchain transactions may be irreversible and publicly visible.

You are responsible for using a compatible wallet, asset, and network and for independently evaluating legal, tax, accounting, custody, and financial consequences. Xoido does not provide investment, legal, tax, or financial advice and does not guarantee the value, liquidity, legality, availability, or continued support of any digital asset or network.

8. Fees, Taxes and Exchange Rates

Fees and pricing will be disclosed in an order form, merchant agreement, dashboard, transaction interface, or other written notice. Unless otherwise stated, fees are nonrefundable. You authorize Xoido and applicable providers to deduct amounts due from settlements or other funds payable to you where permitted.

You are responsible for determining, collecting, reporting, and remitting taxes applicable to your business and transactions, except taxes imposed on Xoido's net income. Currency or digital-asset conversions may include provider rates, spreads, and fees. A quoted rate may expire or change before execution, and the executed rate controls.

9. Refunds, Reversals, Chargebacks and Reserves

You are responsible for refunds, reversals, returns, chargebacks, disputes, fines, assessments, and related costs attributable to your transactions or conduct. Xoido or a provider may debit, offset, withhold, or recover those amounts from settlements, reserves, linked accounts, or other amounts payable to you, as permitted by law and applicable agreements.

Xoido or a provider may establish or adjust a reserve, settlement delay, rolling hold, transaction limit, or other risk control based on transaction history, business model, dispute levels, financial condition, provider requirements, suspected fraud, legal obligations, or other risk factors. Any merchant-specific reserve terms should be set out in the applicable merchant agreement or order form.

10. Prohibited Activities

You may not use the Services to:

- Violate law, sanctions, export controls, court orders, payment-network rules, provider terms, or the rights of another person.

- Facilitate fraud, money laundering, terrorist financing, evasion, deceptive practices, unauthorized transactions, or the concealment of transaction parties or purpose.
- Sell or support prohibited or restricted goods or services identified in Xoido's policies, provider requirements, or applicable law.
- Use another person's identity, payment method, bank account, wallet, credentials, or personal information without authorization.
- Circumvent limits, controls, monitoring, or security; interfere with the Services; introduce malicious code; probe vulnerabilities; or access systems or data without authorization.
- Reverse engineer, scrape, copy, resell, or use automated means to access the Services except as expressly allowed by documentation or written agreement.
- Misrepresent your business, transaction, location, customers, goods or services, or create transactions without a genuine commercial purpose.
- Use the Services in a way that could expose Xoido, a provider, or another person to unacceptable legal, financial, reputational, or security risk.

11. APIs, Developer Tools and Integrations

Subject to these Terms and applicable documentation, Xoido grants you a limited, revocable, nonexclusive, nontransferable, non-sublicensable right to use Xoido APIs and developer tools solely to integrate with and use the Services for your internal business purposes.

You must follow technical documentation, security requirements, rate limits, and versioning notices; keep credentials confidential; validate webhook signatures and transaction statuses; maintain appropriate logging and access controls; and promptly implement required security or compatibility updates. Sandbox environments and test data are for testing only and may not reflect production behavior.

You are responsible for your applications, systems, integrations, data mapping, user interfaces, and compliance. Xoido may modify, deprecate, or discontinue APIs or features and will provide notice where required by an applicable agreement.

12. Third Party Services

The Services depend on independent providers and may contain links or integrations to third-party services. Your use of those services may be subject to separate terms and privacy notices. Xoido does not control and is not responsible for independent providers, their availability, decisions, acts, omissions, fees, security, or content. We may add, replace, or remove providers as reasonably necessary to operate the Services.

13. Data Privacy and Security

Our Privacy Policy describes how Xoido handles personal information. Each party will comply with privacy and data-protection laws applicable to its activities. If Xoido processes personal information on your behalf and applicable law requires a data processing agreement, the parties will enter into one.

You must implement reasonable administrative, technical, and organizational safeguards for data and credentials in your possession or control. You must not submit complete payment card numbers or card security codes to Xoido except through an approved secure component or documented interface designed for that purpose.

14. Intellectual Property

The Services, Xoido technology, APIs, software, documentation, designs, text, graphics, trademarks, logos, and other materials are owned by Xoido or its licensors and are protected by intellectual-property laws. Except for the limited rights expressly granted in these Terms or another written agreement, no rights are transferred to you.

You retain ownership of content and data you submit, subject to the rights needed for Xoido and its providers to operate, secure, support, and improve the Services and comply with law. If you provide feedback, you grant Xoido a worldwide, perpetual, irrevocable, royalty-free right to use it without restriction or compensation.

15. Confidentiality

Nonpublic business, technical, security, pricing, and product information disclosed by one party to the other and reasonably understood to be confidential must be protected using reasonable care and used only to perform or receive the Services. Confidential information does not include information that is public through no breach, already lawfully known without restriction, independently developed, or lawfully received from another source. A recipient may disclose information when legally required after providing notice where permitted.

16. Service Changes, Availability and Beta Features

We may modify, suspend, or discontinue all or part of the Services, including supported providers, rails, assets, currencies, jurisdictions, limits, and features. We do not guarantee uninterrupted or error-free operation. Maintenance, provider outages, internet or blockchain conditions, force majeure events, and legal or compliance requirements may affect availability.

Features identified as beta, pilot, preview, or test are provided for evaluation, may be changed or discontinued at any time, and may be subject to additional terms or limitations.

17. Suspension and Termination

We may suspend, restrict, or terminate access immediately if we reasonably believe you violated these Terms or law; failed verification; created fraud, compliance, credit, security, or reputational risk; owe amounts; experienced credential compromise; or if a provider, regulator, court, or law requires action. Where practicable and legally permitted, we will provide notice.

You may stop using the Services and close your account subject to outstanding obligations and any merchant agreement. Termination does not affect accrued rights, payment obligations, reserves, disputes, chargebacks, record-retention duties, or provisions that by their nature should survive, including Sections 7 through 9 and 13 through 25.

18. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." XOIDO DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

XOIDO DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, SECURE, OR SUITABLE FOR EVERY USE; THAT A TRANSACTION WILL BE AUTHORIZED, COMPLETED, REVERSED, RECOVERED, OR SETTLED; OR THAT THIRD-PARTY SERVICES, BLOCKCHAINS, EXCHANGE RATES, TRAVEL SERVICES, OR MERCHANT OFFERINGS WILL BE AVAILABLE, ACCURATE, SAFE, OR LAWFUL.

Some jurisdictions do not allow certain warranty exclusions, so portions of this Section may not apply to you.

19. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, XOIDO AND ITS AFFILIATES, LICENSORS, PROVIDERS, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES; LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, DATA, OR DIGITAL ASSETS; OR COSTS OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF XOIDO AND THE OTHER XOIDO PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE FEES YOU PAID DIRECTLY TO XOIDO FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE THREE MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY OR (B) US\$100. MERCHANT-SPECIFIC AGREEMENTS MAY STATE A DIFFERENT CAP.

The exclusions and limitations in this Section apply to the fullest extent permitted by law and do not limit liability that cannot lawfully be excluded.

20. Indemnification

You will defend, indemnify, and hold harmless Xoido, its affiliates, providers, and their directors, officers, employees, and agents from third-party claims, losses, liabilities, damages, judgments, penalties, costs, and reasonable attorneys' fees arising from or relating to your goods or services; travel offerings; use of the Services; breach of these Terms or another applicable agreement; violation of law or third-party rights; misuse of personal information; fraud or misconduct; or disputes, refunds, reversals, and chargebacks attributable to your transactions. Xoido will provide reasonable notice and may control the defense and settlement of a claim, and you will reasonably cooperate.

21. Governing Law and Dispute Resolution

Governing Law

These Terms and any dispute arising out of or relating to these Terms or the Services are governed by the laws of the State of Wyoming, without regard to conflict-of-laws principles, except that the Federal Arbitration Act governs the interpretation and enforcement of the arbitration provisions below. Mandatory rights available under the law of your place of residence are not waived where they cannot lawfully be waived.

Informal Dispute Resolution

Before beginning arbitration or filing a court action, the party asserting a dispute must send the other party a written notice that describes the nature and basis of the dispute, the supporting facts, and the specific relief requested. Notices to Xoido must be sent to support@xoido.com and 30 N Gould St, Ste. N, Sheridan, WY 82801. The parties will attempt in good faith to resolve the dispute for at least 30 days after receipt of a complete notice. Any applicable limitations period will be tolled during that 30-day period. This requirement does not prevent a party from

seeking temporary or emergency relief when necessary to prevent immediate and irreparable harm.

Agreement to Arbitrate

Except for the matters identified under Exceptions below, you and Xoido agree that any dispute, claim, or controversy arising out of or relating to these Terms, the Services, a transaction, the relationship between you and Xoido, or the validity, interpretation, breach, termination, or enforceability of these Terms will be resolved by final and binding individual arbitration and not in court. This agreement includes claims based in contract, statute, regulation, ordinance, tort, fraud, misrepresentation, or any other legal or equitable theory, whether arising before or after you accepted these Terms.

The arbitrator, and not a court, will have exclusive authority to resolve disputes concerning the scope, applicability, enforceability, or formation of this arbitration agreement, including any contention that all or part of it is void or voidable. A court will decide disputes concerning the enforceability of the Class and Collective Action Waiver below.

Arbitration Administrator and Rules

The arbitration will be administered by the American Arbitration Association ("AAA"). If you are an individual using the Services for personal, family, or household purposes, the AAA Consumer Arbitration Rules and Mediation Procedures then in effect will apply. In all other cases, the AAA Commercial Arbitration Rules and Mediation Procedures then in effect will apply. The applicable rules are available at adr.org. If AAA is unavailable or declines to administer the arbitration, the parties will select a substitute administrator by mutual agreement or, if they cannot agree, a court of competent jurisdiction will appoint one.

Arbitration Procedure, Location and Relief

The arbitration will be conducted by one neutral arbitrator. Unless the parties agree otherwise, proceedings will be conducted by telephone, videoconference, written submissions, or in Sheridan County, Wyoming. If the AAA Consumer Arbitration Rules apply, you may elect a hearing in the county where you reside to the extent those rules require or permit. The arbitrator may award the same individual remedies that a court could award under applicable law, including damages and injunctive or declaratory relief, but only to the extent necessary to resolve the individual claim. Judgment on the award may be entered in any court having jurisdiction.

Arbitration Fees

Filing, administrative, hearing, and arbitrator fees will be allocated under the applicable AAA rules. If the AAA Consumer Arbitration Rules apply, Xoido will pay the fees it is required to pay under those rules and applicable law. Each party will bear its own attorneys' fees and costs

unless the arbitrator awards them under applicable law or determines that a claim or defense was frivolous or brought for an improper purpose.

Class and Collective Action Waiver

YOU AND XOIDO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY. NEITHER PARTY MAY BRING OR PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE ACTION OR ARBITRATION. THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MORE THAN ONE PERSON OR ENTITY OR PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING. IF A FINAL JUDICIAL DECISION DETERMINES THAT APPLICABLE LAW PREVENTS ENFORCEMENT OF THIS WAIVER FOR A PARTICULAR CLAIM OR REMEDY, ONLY THAT CLAIM OR REMEDY WILL PROCEED IN COURT, AND ALL OTHER CLAIMS WILL REMAIN SUBJECT TO ARBITRATION.

Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND XOIDO WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE THAT PROCEEDS IN COURT RATHER THAN ARBITRATION.

Exceptions

Either party may bring an eligible individual claim in small claims court. Either party may also seek temporary, preliminary, or emergency injunctive relief in a court of competent jurisdiction to protect confidential information, intellectual property, accounts, credentials, systems, or the security and integrity of the Services while arbitration is pending. Claims that cannot lawfully be required to proceed in arbitration are excluded only to the extent required by law.

Right to Opt Out

You may opt out of this agreement to arbitrate by sending Xoido a written opt-out notice within 30 days after the date you first accept these Terms. The notice must include your full legal name, the name of the business account if applicable, the email address associated with your account, and a clear statement that you wish to opt out of arbitration. Send the notice to support@xoido.com with the subject line "Arbitration Opt-Out" or by mail to Xoido L.L.C., Attn: Arbitration Opt-Out, 30 N Gould St, Ste. N, Sheridan, WY 82801. Opting out will not affect any other provision of these Terms or your access to the Services. An opt-out notice applies only to the person or entity identified in the notice.

Court, Venue, Survival and Severability

For disputes that are not subject to arbitration, the state and federal courts located in Sheridan County, Wyoming will have exclusive jurisdiction, and each party consents to personal

jurisdiction and venue there. This Section survives termination of these Terms. Except as provided in the Class and Collective Action Waiver, if any part of this Section is found unenforceable, that part will be severed and the remainder will remain in effect.

22. Electronic Communications

You consent to receive agreements, disclosures, notices, receipts, and other communications electronically, including by email, dashboard, website posting, API response, or in-product message. Electronic communications satisfy legal writing requirements to the extent permitted by law. You are responsible for maintaining current contact information.

23. Changes to These Terms

We may update these Terms from time to time. We will post the revised Terms and update the Last Updated date. If a change is material or applicable law requires additional notice, we will provide notice through the Services, email, or another reasonable method. Changes become effective on the stated effective date. Continuing to use the Services after that date constitutes acceptance, except where law requires another form of consent.

24. General Terms

These Terms, the Privacy Policy, and any applicable order form, merchant agreement, provider terms, or other incorporated policies constitute the agreement concerning the Services. If terms conflict, a signed merchant agreement or order form controls for its subject matter, followed by provider-specific terms, these Terms, and incorporated policies, unless the document states otherwise.

You may not assign these Terms without Xoido's prior written consent. Xoido may assign them in connection with a merger, acquisition, reorganization, sale of assets, or to an affiliate. Failure to enforce a provision is not a waiver. If a provision is unenforceable, it will be modified to the minimum extent necessary and the remaining provisions remain effective. Headings are for convenience only. Neither party is liable for delay caused by events beyond its reasonable control, except payment obligations.

25. Contact and Legal Notices

Questions about these Terms and formal notices to Xoido may be sent to:

Xoido L.L.C.

Attn: Legal

30 N Gould St, Ste. N

Sheridan, WY 82801

Email: support@xoido.com