

## General Terms and Conditions

### XSL LABS General Terms and Conditions

*Updated on March 31, 2021*

These General Terms and Conditions govern all relations between the User and the company XSL LABS. Prior to the provision of services by XSL LABS, the User acknowledges having read them and expressly accepts them.

You can also read the XSL LABS white paper in order to have a better global understanding of the XSL LABS project accessible via the following link.

The acquisition of digital assets is an individual decision and is not intended nor it aims to be an investment. Any digital asset is extremely volatile when exposed to the markets and it is imperative that you are aware that SYL will be included in the exchanges. XSL LABS does not guarantee at any time or in any way a potential for gains.

XSL LABS may modify the present General Terms and Conditions at any time. The new terms will take effect in the month following publication. If necessary, you may be notified of any significant changes by e-mail.

#### **1. Definitions**

**"Digital Assets"** means an intangible asset representing, in digital form, one or more rights that can be issued, recorded, stored or transferred by means of a shared electronic recording device that allows the owner of the asset to be identified, directly or indirectly.

**"Personal Account"** means a personal space opened by the User in order to be able to acquire SYL, the conditions of which are determined below. Access to the Account is by means of identifiers and passwords unilaterally defined by the User.

**"General Terms and Conditions"** refers to the present conditions applicable between XSL LABS and the Participant and/or the User.

**"Initial Coin Offering"** or **"ICO"** refers to a method of fundraising operating via the issuance of digital assets exchangeable for cryptocurrencies during the start-up phase of a project.

**"Participant"** means any natural or legal person who has created an Account and purchased SYLs during the ICO.

**"Exchange"** means an independent business and/or decentralized application that allows the purchase, sale or exchange of digital assets.

**"Site"** means the official website of XSL LABS accessible at the following address: <https://www.xsl-labs.io>

**"SYL"** refers to the name of the digital asset issued by XSL LABS. The SYL digital asset can be stored and exchanged with any product or service accepting the common rules surrounding the BEP-20 standard. The maximum number of SYL generated is 10,000,000,000 (ten billion), no other SYL can be issued.

**"User"** means any natural or legal person accessing the Website.

**"XSL LABS"** means XSL LABS LLC, headquartered in St. Vincent and the Grenadines, registration number 678 LLC 2020.

#### **2. Creation and deletion of a personal account**

##### *2.1 The personal account and its creation*

The Personal Account is an access that brings together different information and services intended solely for a User who has completed an identification process. This identification takes place initially by creating an account on the Site, account which will be attached to an email address provided by the User at the time of his registration.

The User must have a valid email address to create a personal account on the Site. The information requested at the time of creation is as follows:

- an active and valid email address ;
- a password of at least 8 characters, including at least one upper case letter, one lower case letter and one number.

It is recommended to have a strong password in order to secure the account. XSL LABS has no knowledge of its users' passwords and will therefore be unable to recover a lost password. The User can generate a new password at any time from the email registered on XSL-Labs.io.

The User will then receive an email at the address indicated in order to proceed with account verification. The identification process is then continued by connecting to the personal space for which the User will have registered a confidential password allowing him/her to identify himself/herself on the Site using his/her e-mail address.

Finally, the User will have to satisfy the KYC (Know Your Customer) procedure to receive their SYLs. This is a process to verify the identity of customers or a company. KYC identity verification is mandatory to acquire SYLs for distribution. This process is managed by our provider <https://sumsub.com/>.

The User can fill in additional information in his user profile. This information is used to enrich the profile for any purpose of identification of the user, should this prove necessary.

XSL LABS reserves the right to refuse a KYC without having to provide a reason and the deposit(s) linked to the account will be returned. In order to return the deposit(s), a Bitcoin or Litecoin address will be requested by the support from [contact@xsl-labs.io](mailto:contact@xsl-labs.io) in order to proceed with the transfer according to the terms chosen by XSL LABS.

### *2.2 Deleting a personal account*

The deletion of a personal account can be done autonomously by each user who does not have SYL or particular value on his account. To do so, the user must log in to his personal account, go to "Settings" and then consult "Close my account". After having entered their password, read the closing conditions and ticked the three obligatory boxes, clicking on "delete my account" will close the account.

XSL Labs will close all personal accounts that have not acquired SYL and that do not have a history that includes a valuation of the account such as through earnings linked to a possible affiliation. This closure will take place no later than 60 days after the official end of the ICO on March 31. Each user whose account will be closed automatically will be informed a first time by e-mail 30 days before the effective closing date and a second time 48 hours before the closing.

## **3. ICO**

*Update 03/14/2021: The XSL LABS ICO has ended.*

The opportunity to acquire SYL began with a pre-sale on March 1, 2020. The ICO may end at any time depending on the goals achieved. The ICO will close no later than March 31, 2021, but may be terminated at any time depending on goals already achieved and the overall health of the market.

The ICO consists of three phases:

- Phase 1: 1,000,000,000 SYLs available at an indicative value of \$0.001 per SYL ;
- Phase 2: 3,000,000,000 SYL available at an indicative value of \$0.002 per SYL;
- Phase 3: 3,000,000,000 SYL available at an indicative value of \$0.003 per SYL.

### *3.1. Acquisition of SYLs*

The acquisition of SYL is only possible for a Participant whose country of residence does not prohibit participation in an ICO under its laws and regulations. In order to participate in the ICO, the Participant must be at least 18 years old or have the authorization of an authorized person and have previously created a personal account.

The Site does not allow the purchase of SYL but only an exchange of digital assets. Individuals or companies wishing to acquire SYL must first possess the following digital assets: Bitcoin (BTC) or Litecoin (LTC). Any acquisition of SYL from another digital asset (BTC, LTC) will not be subject to any refund. No acquisition can be made directly in fiat currency (dollar, euro, etc).

It is specified that in order to ensure that the value of a SYL is easily readable during the acquisition phase by Participants, the offer is proposed in dollars as an indication. This reference value is then converted according to the chosen exchange method (BTC, LTC).

To acquire SYLs, the Participant will have to enter the amount in dollars that it wishes to obtain in SYLs. This amount will be converted into SYL as an indication and the Participant will have to select the digital asset of his choice to carry out the transaction (BTC or LTC). XSL LABS will communicate both the amount of the digital asset to be transferred and the transfer address. As soon as the digital assets are received at the indicated address, the conversion into SYL is immediately carried out and credited to the personal space.

Any acquisition of SYL will not be subject to any refund. The funds are directly dedicated to the global development of the ecosystem.

### *3.2. Allocation, distribution and transfer of SYL*

SYLs acquired in the ICO are credited to each Participant's personal account.

The number in the personal account reflects the exact amount of SYL held and the SYL will be transferred as a BEP-20 digital asset.

Every effort will be made by XSL LABS to ensure the smooth transfer to Participants. The Participant will have 180 days following the end of the ICO fixed at March 31, 2021, to carry out the transfer without which the acquired SYL will be definitively lost for the user and will be used for the development of XSL LABS.

Prior to the distribution of the SYL, XSL LABS will communicate all the modalities allowing the Participant to receive his SYL.

The Participant will be solely responsible for providing a legal, valid and personal destination address that is compatible with the BEP-20 standard. The choice, provision and accuracy of your BEP-20 address are entirely and solely under the Participant's own responsibility. By validating the BEP-20 address, the Participant also certifies that he/she has the knowledge and skills required to transfer his/her SYLs. Once the address is validated, it will not be possible to modify it.

When possible, SYLs can be sent to wallets or exchanges. Once the distribution has been made, only the SYL holders are responsible for the use they make of it. The subsequent transfer, payment, purchase and/or sale of SYL or any other action or inaction engages only the responsibility of the holder.

It is also specified that XSL LABS has no legal link with the third-party companies that develop, implement and operate the wallets, exchanges and other platforms to which your SYLs are sent. The Participant is the sole owner of the access information (login, password, etc.) and has sole control over it. XSL LABS has no access to a portfolio and is not responsible for the use of external portfolios.

We invite you to read the terms of use of your wallets, exchanges or other platforms. We will not be able to provide customer support for these third party companies. XSL LABS declines all responsibility in case of misuse, technical faults or hacking of the BSC network.

## **4. Listing of the token on exchanges**

XSL LABS is committed to promote the SYL token in order to allow its listing on one or several exchanges in the months following the end of the ICO.

The indicative amount of each SYL will be determined by its initial exposure to the market and its listing on the various exchanges. XSL LABS does not commit itself in any way to ensure a minimum sale price at the time of the market exposure or following this exposure.

XSL LABS is free to choose the exchange(s) of its choice to promote the SYL token. XSL LABS will inform the Participants of the exchange(s) that have been selected.

## **5. Limitation of liability**

XSL LABS shall not be held liable for the obligations of the present General Terms and Conditions in the event that the non-performance of its obligations is attributable to the act of a third party, even if foreseeable, to the fault of the User or Participant, or to the occurrence of an event of force majeure or to any other event that was not reasonably under the exclusive control of XSL LABS.

The information accessible on the Site is provided "AS IS" without any guarantee of any kind, whether implicit or explicit, concerning in particular the integrity, accuracy, timeliness, non-infringement, availability, reliability or exhaustiveness of the information, products or services appearing on the XSL LABS Site.

XSL LABS DECLINES ALL RESPONSIBILITY FOR DIRECT AND INDIRECT DAMAGES, WHETHER FORESEEABLE OR NOT, CAUSED BY THE USE OF THE SITE. IN THE EVENT THAT XSL LABS' LIABILITY SHOULD BE ESTABLISHED AND RETAINED BECAUSE OF DAMAGE SUFFERED BY THE PARTICIPANT AND ATTRIBUTABLE EXCLUSIVELY TO THE EXCHANGE OF A DIGITAL ASSET, IT IS LIMITED TO THE AMOUNT OF THE EXCHANGE MADE BY THE PARTICIPANT.

Any claim filed by a Participant against XSL LABS must be made within 6 months of the occurrence of the event, which is the subject of the claim.

## **6. Taxes**

XSL LABS reminds you that it is your sole and entire responsibility to determine whether you are liable for any tax or duty due to (i) your geographical location, (ii) your tax situation, or (iii) any other element applicable under a set of regulations. It is your responsibility to make any and all filings and remittances of taxes to your relevant taxing authority.

## **7. Intellectual Property**

The Site is the exclusive property of XSL LABS, the only company authorized to use and exploit the intellectual property rights and personality rights attached to the Site, in particular trademarks, designs and models, copyrights and image rights, either by origin or by express authorization, patents and all other intellectual property rights held by XSL LABS.

## **8. Force majeure**

XSL LABS shall not be held liable for any failure to fulfill any of its obligations under the General Terms and Conditions resulting from the occurrence of an event of force majeure, as defined by the French Civil Code and the French courts, i.e. an event beyond the control of the debtor, which could not be reasonably foreseen at the time of the conclusion of a contract and the effects of which cannot be avoided by appropriate measures, preventing the debtor from fulfilling its obligation.

## **9. Final provisions**

### *9.1. Relationship between the Parties*

Nothing in these General Terms and Conditions constitute an association, partnership, de jure or de facto enterprise or joint venture between XSL LABS and each Participant.

### *9.2. Severability*

If one or more provisions of the General Terms and Conditions are declared null and void or unenforceable, all other articles shall remain in effect to the extent that this does not have the effect of emptying the General Terms and Conditions of their substance, and provided that XSL LABS undertakes to substitute for such null and void or unenforceable provision a lawful and enforceable provision corresponding to the spirit and purpose of the latter.

### *9.3. Waiver*

The failure of either Party to exercise any of its rights under any provision, or to exercise or rely on any breach, shall not be deemed a waiver of such right, whether with respect to a past or future event.

### *9.4. Title of Articles*

The titles, articles and sections of the General Terms and Conditions are purely indicative and shall not in any way affect their meaning or interpretation.

## **10. Customer service**

XSL LABS can be contacted at any time by e-mail at the following address: [contact@xsl-labs.io](mailto:contact@xsl-labs.io).

## **11. Applicable law and jurisdiction**

The General Terms and Conditions and the XSL LABS services are subject to the laws of Saint Vincent and the Grenadines, regardless of the country of residence of the Participant or the place of purchase of the SYL.

In the event of a dispute concerning the validity, interpretation, execution and/or application of the present General Terms and Conditions, the Parties agree that the competent courts of Paris will be the only ones capable of judging the dispute, except for specific rules.