

GENERAL TERMS AND CONDITIONS (B2C)

XRPL Labs - Xumm Application

1. FOREWORD

- 1.1 The Integrators BV is a Dutch limited liability company (“The Integrators”) whose efforts are currently aimed at building open source software, including but not limited to Xumm app (“Mobile Application”), and Operating Network Infrastructure (the “Solutions”) in order to provide the users of the Solutions (“Users”) with direct and disintermediated access to the XRP Ledger (“XRPL”), and all the features that come with it.

2. DEFINITIONS

- 2.1 In these general terms and conditions:

- (a) **Account** means your blockchain account, whether or not generated through the Mobile Application;
- (b) **Terms** means these general terms and conditions;
- (c) **Content** means any information, documentation or material uploaded on the Mobile Application by XRPL Labs.
- (d) **Devices** means your mobile devices on which you use the Mobile Application;
- (e) **DEX** means the decentralized exchange that lets anyone buy or sell any asset that exists on the XRP Ledger. The DEX is natively present on the XRP Ledger and interaction with the DEX is possible through the Mobile Application
- (f) **Digital Currencies** means encrypted or digital tokens or cryptocurrencies with a certain value.
- (g) **dUNL** means distributed Unique Node List: the (majority) accepted list of nodes on the XRP Ledger voting on transactions to be included in closing ledgers, and so: the nodes deciding on what the state (contents) of the XRP Ledger will be.
- (h) **(dUNL) Validator** means an individual node voting on forward progress on the XRP Ledger

- (i) **End User Licence** means licence following from section 6 of these Terms regarding the end user licence entered into between XRPL Labs and ser regarding the use of the (Services of the) Mobile Application.
- (j) **FI** means Financial Institution, a regulated company that is prudentially supervised
- (k) **Gateway** means provider issuing IOU's on the XRP Ledger, allowing users to deposit assets to their custodial services, then to issue the equivalent on the XRP Ledger and vice versa.
- (l) **Intellectual Property Rights** means copyrights, database rights, patents, registered and unregistered design rights, registered and unregistered trademarks and all other industrial, commercial or intellectual property rights existing in any jurisdiction;
- (m) **IOU** means any or all tokens in the XRPL.
- (n) **KYC** means to 'know your customer' which is an effective way for an institution to confirm and thereby verify the authenticity of a customer.
- (o) **Party** means individually XRPL Labs or you.
- (p) **Products** means the various products offered to you by XRPL Labs through the Mobile Application.
- (q) **Mobile Application** means XRPL Labs' Xumm application;
- (r) **Mobile Application User** means a user that is using the Mobile Application without a Xumm Pro Subscription (i.e. not a XRPL Labs Client/Customer)
- (s) **Operating Network Infrastructure** means the nodes & infrastructure used to sustain the XRP Ledger & for the Mobile Application to connect to and to interact with the XRP Ledger.
- (t) **Services** means the various services provided to you by XRPL Labs through the Mobile Application. The Services include but are not limited to the non-custodial client (Wallet), for the XRPL, the "Tangem or Xumm Card Order" module, the "Track en Trace" module, the "Xumm Support" module and all other and future products and services (to be) provided by XRPL Labs through or in addition to the Mobile Application as further specified in section 4.
- (u) **Third Party Services** means services provided through applications and platforms built by third parties which are interacting with the Mobile Application.
- (v) **Tokens** means the combined XRP and IOUs that are managed on the XRP Ledger. It is the general term for values and registrations on the XRP Ledger.
- (w) **Travel Rule Compliance Information** means information that XRPL Labs needs to obtain and process for providing its payment services.



- (x) **Sign Requests** means a 'message' with a proposed transaction to sign to end users by, for instance but not limited to, XRPL Labs. Third Party service providers, developers and retailers. The delivery method can be (but is not limited to) via QR code and push notification. The end user gets to review the proposed transaction, and if they agree they can approve and thus sign the transaction and optionally have the Mobile Application submit it to the XRP Ledger.
- (y) **Solutions** means the open source software built by XRPL Labs, including but not limited to the Mobile Application and Operating Network Infrastructure.
- (z) **Wallet:** non-custodial wallet on the XRP Ledger
- (aa) **xApps** means in-app applications embedded in the Mobile Application for a streamlined user experience. They add value (tooling, wizards) for end users, using Sign Requests and their Web User Interfaces to help users perform tasks on the XRP Ledger and beyond. xApps can be built, maintained & provided by third party developers or XRPL Labs.
- (bb) **XRPL Labs Client/Customer** means a person that has the Mobile Application and an account and a Xumm Pro subscription to use the XRPL Labs services.
- (cc) **XRPL Trust-Lines** means an object owned by a wallet that specifies what address is trusted for which asset code.
- (dd) **Xumm Card:** hardware solution for key management;
- (ee) **Xumm Pro Subscription** means the paid Xumm Pro subscription with additional Products and Services.

3. APPLICABILITY AND EXCLUSIVITY OF THE GENERAL CONDITIONS

- 3.1 By using the Mobile Application and the Services offered through the Mobile Application you agree to these Terms. That means that you agree to all the rights and obligations stated in the Mobile Application or presented to you through the use of the Services.
- 3.2 These Terms apply to and govern:
 - (a) the access and usage of the Mobile Application and;
 - (b) the Content, Services and Products;
- 3.3 Any other and/or additional terms and conditions other than expressly set out in these Terms (**Additional Terms**) may apply to particular Products or Services. XRPL Labs will inform you regarding these Additional Terms on forehand. In case of contradictions and/or inconsistencies between the Terms and the Additional Terms, the Additional Terms will prevail.



- 3.4 You can only deviate from one or more provisions, when this has been explicitly accepted by XRPL Labs in writing.
- 3.5 XRPL Labs has the right to unilaterally amend or supplement these Terms and Additional Terms, which changes will become effective upon notification to you. XRPL Labs shall be allowed to make any amendments to these Terms / Additional Terms of minor importance, such as an apparent error, omission or any other comparable amendment, without previously informing you thereof.
- 3.6 In addition, when using Third Party Services through the Mobile Application, you may be subject to specific additional terms and conditions applicable to those Third Party Services ('Third Party Terms') which will be presented to you on forehand in the Mobile Application. XRPL Labs accepts no liability and you will not hold XRPL Labs liable for any claims in connection with the Third Party Services.

4. YOUR USE OF THE MOBILE APPLICATION

- 4.1 You have two ways to use the Mobile Application. You can either be a:
- **Mobile Application User** (not using any further services of XRPL Labs and/or having an account to use the XRPL Labs services)
 - **XRPL Labs Client/Customer** (having an account to use the XRRL Labs services, Xumm Pro subscription);
 - **Xumm Pro** subscription
 - **Xumm Pro** subscription plus additional subscription for exchange services

Using the Mobile Application as a Mobile Application User

- 4.2 When you use the Mobile Application as a Mobile Application User, you are able to use many Xumm features for free, like payment requests, signing 3rd party-initiated transactions & sign requests, managing multiple XRP Ledger accounts, easy access to the DEX, etc.

Using the Mobile Application as a XRPL Labs Client/Customer

- 4.3 XRPL Labs is registered with De Nederlandsche Bank N.V. (DNB) as a provider of crypto services. DNB supervises XRPL Labs' compliance with the Prevention of Money Laundering and Terrorist Financing Act (Wet ter voorkoming van witwassen en financiering van terrorisme - Wwft)

and the Sanctions Act (Sanctiewet - Sw). Therefore, when you use the Mobile Application as a XRPL Labs Client/Customer, you will go through Know Your Customer (KYC) verification.

- 4.5 As a XRPL Labs Client/Customer, with the Xumm Pro Subscription you will be able to make use of additional Products and Services offered through the Mobile Application:

5. INFORMATION ABOUT THE MOBILE APPLICATION AND THE SERVICES

Features of the Mobile Application

- 5.1 The Mobile Application allows for direct access to the XRP Ledger functionalities, Services and Third Party Services. The Mobile Application allows you to create XRP Ledger accounts, send and receive funds, track transactions, check balances and exchange tokens on the XRP Ledger.
- 5.2 To facilitate these (Third Party) Services, the Mobile Application contains embedded in-app applications ('xApps') offered by XRPL Labs (such as, but not limited to the "Xumm Card Order" module, the "Track and Trace" module and the "Xumm Support" module) as well as in-app applications offered by third parties.

Key characteristics and consequences of the XRP Ledger

- 5.3 Since XRPL Labs' Solutions and thus the Mobile Application are completely based on the XRP Ledger and its features, before you start using the Mobile Application, you hereby agree to be aware of the following key characteristics of the XRP Ledger:
- (a) The XRP Ledger is a decentralized cryptographic ledger powered by a network of independent peer-to-peer servers. The XRP Ledger hosts the digital asset XRP and, among other features, it offers censorship-resistant transaction processing, which means that:
 - (i) No individual party is able to decide which XRP transactions should succeed or fail, and
 - (ii) No party can "roll-back" or reverse a transaction once it has been completed.
 - (b) The XRP ledger allows for the issuance of non-XRP tokens that typically represent liabilities or payment obligations ("IOUs") owed by the issuer itself ("Gateway") to the IOU holders. Importantly, these IOUs (unlike XRP) have a counterparty – the Gateway –, which means that IOUs require their holders to trust that Gateways will honour its obligations (i.e. guarantee the redemption of the value represented by a given IOU).
 - (c) Note that the XRP Ledger allows Gateways to freeze their non-XRP IOUs for purposes of meeting regulatory requirements or investigating unusual activities.
 - (d) The XRP Ledger has a built-in full-currency decentralized exchange ("DEX"). The DEX allows Gateways to freely issue IOUs to their customers, and those customers are allowed to freely trade IOUs on the XRP ledger.
 - (e) The Ripple source code (the code behind the XRP Ledger) is an open source project and is available under the ISC open-source licence, meaning that anyone can contribute

software and propose modifications, additions or changes to the XRP ledger code base. Such proposals have to follow a strict governance procedure (amendments) in order to be adopted, only after gaining widespread acceptance among the dUNL community. As a result of this, XRPL Labs is not able to solely decide and/or control any modifications either proposed or merged into the XRP Ledger code base, which may or may not indirectly force XRPL Labs to modify the Mobile Application.

5.4 In virtue of the foregoing, you hereby represent that you have been made duly aware of the above-mentioned key characteristics of the XRP Ledger and therefore, acknowledge the following:

- (a) Although XRPL Labs runs and operates XRPL infrastructure, including a validator role that forms part of the dUNL, it cannot guarantee either the liveness and/or security of the XRP infrastructure;
- (b) The Mobile Application provides an interface to a non-custodial account and interaction with i.a. the XRP Ledger, allowing you to directly transact over the decentralized system itself. This means that XRPL Labs is not able to act as the custodian, administrator, manager, operator or any other related applicable concept, with respect to the XRP ledger addresses or accounts either created by you through the Mobile Application or imported by you to the Mobile Application
- (c) In furtherance of the above, XRPL Labs is not able to control, authorize, reject, seize and/or censor any of the funds or the XRP Ledger accounts held and/or managed by you through the Mobile Application. In other words, XRPL Labs is not responsible and cannot be held liable by you for any loss of funds, loss of access to your XRP Ledger accounts, the improper management of secrets or private keys, your mistakes and/or ignorance.
- (d) For purposes of providing further clarity, once: (a) a transaction has been signed by you using the Mobile Application or (b) access to funds and or XRP Ledger accounts has been lost; there is no way back, transactions cannot be reversed, and funds cannot be recovered. XRPL Labs cannot be held liable.
- (e) The Mobile Application provides you with the ability to directly interact with the XRPL's DEX, so you can transact or trade any assets and/or tokens. You herewith represent to be aware that Gateways are statistically prone to issue IOUs that: (a) represent no value, (b) have no liquidity or (c) cannot be redeemed XRPL Labs explicitly cannot and will not guarantee the reliability, trustworthiness or liquidity of the IOUs issued by any third party Gateways. Moreover, XRPL Labs cannot, at any moment, guarantee that the Gateways will either honour its obligations or even redeem (entirely or partially) the value represented by their IOUs.
- (f) For the avoidance of doubt, XRPL Labs does not provide investment, tax, or legal advice, and you are solely responsible for determining whether is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance.
- (g) XRPL Labs does not provide transaction- / transaction history data. This data is publicly and permanent available in the blockchain.
- (h) Gateways have the right to freeze their IOUs at their sole discretion, which means that you might experience IOU freezing through the Mobile Application, without such circumstance being attributable to XRPL Labs, but to the relevant Gateways. XRPL Labs cannot unfreeze the IOUs that have been frozen by a Gateway and is not liable for any of such events.

- (i) Many components of the software used by XRPL Labs in order to provide the Mobile Application are made available under open-source licences, meaning that many independent contributors who are unrelated to XRPL Labs may participate in the design, development and implementation of such components, which include among others, the translation of the Mobile Application from English into other languages. XRPL Labs does not take responsibility and does not accept liability with regard to the contributions and/or translations produced by independent contributors. Likewise, such contributors have not entered into an agreement, legal or business relationship with XRPL Labs and, as such, have not undertaken any obligation or responsibility to guarantee or maintain the quality, effectiveness, accuracy and/or fitness of their contributions, nor any potential liability arising in connection therewith.
- (j) XRPL Labs is currently not: (i) charging any fees for the use of the Mobile Application, (ii) a Gateway; (iii) an IOU issuer; (iv) an asset or funds custodian; and (v) an asset or funds manager or administrator. In this sense, to the extent permitted by applicable law, XRPL Labs undertakes no obligation and accepts no liability whatsoever towards you.

6. LICENCE AND ACCESS

- 6.1. During the Term of these Terms, you are granted a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Mobile Application, Content and Services on any mobile device that you own or control (**End User Licence**). The End User Licence only provides for the use of the Mobile Application, Content and Services as set out in these Terms.
- 6.2 The Mobile Application contains open-source software, the licence terms of which are available on written request to XRPL Labs.
- 6.3 The End User Licence will immediately terminate upon breach of your obligations under these Terms and/or the applicable Additional Terms or Third Party Terms, if any, unless such breach is curable and is actually and immediately cured by you after you become aware of the breach or XRPL Labs provides notice of breach to you. Upon the termination of this End User Licence, you will discontinue all use of the Mobile Application, Content and Services, promptly remove the software regarding the Mobile Application and Services and/or any copies thereof from your mobile devices, and, upon request by XRPL Labs, certify in writing to XRPL Labs, that such removal has taken place. These remedies are cumulative and in addition to any other remedies available to XRPL Labs. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination of the End User Licence agreement and /or these Terms and/or the applicable Additional Terms shall remain in full force and effect.
- 6.4 This End User Licence and the access to the Mobile Application, Content and Services automatically ends in case of termination by you or by XRPL Labs in accordance with this section 6.
- 6.5 You are not allowed and shall not permit any person or entity to:



- (i) Copy, modify, decompile, reverse engineer and/or disassemble the Mobile Application Content, Products and Services or any documentation comprised in it or provided under these Terms;
- (ii) use the Mobile Application, Content, Products and Services for purpose of resell, lease, lend, redistribution, sublicensing and/or renting.

Any attempt to do so is a violation of XRPL Labs' rights. Any breach of these restrictions may lead to damage claims and prosecution.

7. YOUR OBLIGATIONS AND RESPONSIBILITIES

Your responsibilities following from the characteristics of the Mobile Application

- 7.1 Due to the characteristics of the Mobile Application as set out in section 5, you hereby agree that you are solely responsible for each of the following actions. XRPL Labs accepts no liability and you will not, under any circumstances, try to hold XRPL Labs liable for any mistakes, mismanagements, negligent conducts, deliberate errors and/or the loss of funds or the loss of access to XRP Ledger accounts, potentially arising in connection therewith. More specifically, but not limited:
- (a) You are solely responsible for maintaining the safety of either or all of the following: (i) your XRP Ledger accounts; (ii) family seeds; (iii) mnemonic keys and/or numbers; (iv) secret numbers and/or private keys; and (v) any other code, secret, password, key, phrase, alphanumeric word, that is somehow associated with your XRP Ledger accounts and the ability to manage the funds contained therein;
 - (b) You shall implement all necessary measures to keep offline backups of the above mentioned confidential information under (i) to (v) in multiple secure places. XRPL Labs does not store such information, and is not a custodian of your funds and/or XRP Ledger accounts. XRPL Labs is not able to recover and is not liable with regard to lost funds or XRP Ledger accounts;
 - (c) Importantly, you have been made aware and hereby acknowledge that due to security reasons, the Mobile Application does not allow for the export of the above mentioned confidential information under (i) to (v) that has been either created through the Mobile Application or imported from external sources, meaning that whenever you intent to recover your XRP Ledger accounts, you will always be required to do so through the utilization of your offline backups or otherwise safely stored secrets;
 - (d) You are responsible for maintaining your mobile devices (the "Devices"), as well as the relevant software, up to date and secure, for which you shall observe the following

recommendations (if these recommendations are not followed, the Mobile Application can be installed but will not run):

1. You shall, at all moments, install available operating system security updates.
 2. You shall not root or jailbreak your Devices.
 3. You shall not connect your Devices to untrusted devices, cables, chargers, WIFI and any other untrusted (hardware) equipment.
- (e) You are responsible for verifying the reliability, trustworthiness and liquidity of the IOUs that you acquire from Gateways through the Mobile Application. This responsibility includes reviewing each Gateways' terms and conditions, solvency and potential risk factors, which you will be required to factor-in when considering to add XRPL trust-lines to their addresses. Note that the in Section [...] . curated recommendation of Gateways and IOUs provided by the XRPL Labs does not relief you from this responsibility.
- (f) When you use non-English versions of the Mobile Application, you are responsible for double-checking on the correctness and/or accuracy of the relevant translations, as language technicalities may lead to irreversible mistakes (e.g. sending funds to fraudulent addresses) or unintended utilization of the Mobile Application.

7.2 Regardless of your responsibilities as per this Section, XRPL Labs has made available a support section, so you are able to submit your questions and/or concerns regarding the Mobile Application and get assistance from XRPL Labs, who, to the extent reasonably possible, will be committed to timely provide the requested support.

Your general responsibilities and obligations

- 7.3 You are responsible for your usage of the Mobile Application and Services and shall comply with;
- (a) All XRPL Labs' instructions including these Terms and any Additional Terms, if applicable;
 - (b) All applicable laws and regulations, specifically but not limited to the applicable laws and regulations that prevent you to harm or cause harm to XRPL Labs, the XRP Ledger, other parties legitimately operating on the XRP Ledger and legitimately licensed users.

In addition, you shall not use the Mobile Application, Products and Services in a manner that could cause damage to XRPL Labs or third parties.

- 7.4 You guarantee that all information provided to XRPL Labs is correct, complete, accurate and up-to-date at all times.
- 7.5 You acknowledge that Products and Services offered to you through the Mobile Application are only offered to you for individual use. You can't and won't use these Products and Services on behalf of a business, a legal entity or vehicle.

8. USAGE, MAINTENANCE AND SUPPORT

8.1 Taking into account that XRPL Labs cannot guarantee either the liveness and/or security of the XRP Ledger, XRPL Labs will, in the best interest of the Mobile Application, undertake all reasonable efforts to maintain the availability and quality of such infrastructure.

8.2 XRPL Labs may temporarily put the whole or a part of the Mobile Application, Products and Services out of operation for preventive, corrective or adaptive maintenance or other forms of service. XRPL Labs shall take reasonable efforts to ensure that the period during which the Mobile Application and Services are out of operation is no longer than necessary.

8.3 XRPL Labs reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Mobile Application, Products and Services (or any part thereof) without notice.

XRPL Labs may at its discretion change the Content or scope of the Mobile Application and Services including, but not limited to, change, limit the usage of, charge for continued usage of (requiring you to opt in before recurring any charges) and/or discontinue any Products, Service or part thereof at any point in time.

8.4 XRPL Labs may continue to provide the Mobile Application, Products and Services using a new or modified version of the software. If and when new versions become available XRPL Labs will inform you when these will be available.

8.5 XRPL Labs is not obliged to:

- (a) Maintain, modify or add certain features or functionalities of the Products and Services or software specifically for you, or;
- (b) Ensure that Services as part of or for use in connection with the Mobile Application continue to work in a new or modified version of the Mobile Application. If an improved version has been made available to you, XRPL Labs shall no longer fix errors in the previous version and/or perform maintenance work with respect to a previous version.

8.6 You agree that XRPL Labs shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Mobile Application, Products and Services as mentioned in section 4.

8.7 These Terms will govern any updates and upgrades provided by XRPL Labs that replace and/or update the Mobile Application, Products and Services or parts thereof. Unless such update or upgrade is accompanied by separate (licence) terms which will in that case qualify as Additional Terms as defined in these Terms, in which case the Additional Terms will apply.

8.8 Except if explicitly agreed otherwise, the Mobile Application, the Products and the Services are provided as-is and XRPL Labs does not provide any warranties in respect of the Mobile Application, the Products and the Services. In particular, XRPL Labs does not guarantee that the Mobile Application, Products and Services:

- (a) Are free of malfunctions, defects, bugs and other errors, Trojan Horses, malware, and other incidents, including any incidents that lead to a corruption or loss of other data;
- (b) Function without interruption;
- (c) Are suitable for your intended usage or any other particular purpose;
- (d) Do not infringe upon any third party rights, and;
- (e) Shall be adapted to changes in applicable legislation and regulations in time.

8.9 Based on the information provided by XRPL Labs concerning measures to prevent and limit the effects of malfunctions, defects in the Mobile Application, corruption or loss of data or other incidents, you shall take appropriate measures.

9. FEES AND PAYMENTS

When you use the Mobile Application as a Mobile Application User

9.1 The Mobile Application and Services are free of charge.

When you use the Mobile Application as a XRPL Labs Client/Customer with a Xumm Pro subscription

9.2 In addition to the free Products and Services, XRPL Labs also offers a Xumm Pro subscription with additional Products and Services. The Xumm Pro Subscription costs 50 euro annually, or the equivalent in XRP at the time of payment.

When you use the Mobile Application as a XRPL Labs Client/Customer with a Xumm Pro subscription plus a subscription for exchange services

9.3 On top of the Xumm Pro Subscription, XRPL Labs also offers a subscription for exchange services for an extra 5 euro annually, or the equivalent in XRP at the time of payment.

10. CONTENTS

10.1 All Content available on the Mobile Application, Products and Services is the property of XRPL Labs.

10.2 You only acquire a non-exclusive, non-transferable, non-pledgeable and non-sublicensable right to use the Content within the online environment of the Mobile Application, in accordance with these Terms.

11. LIABILITY

11.1 XRPL Labs shall not be liable for any damages, losses or costs caused by it, its employees and/or third parties that it engages in connection with the Mobile Application, Content, Products and Services or arising out your access or use or inability to access or use the Mobile Application and Services and any Third Party Services, unless such damages and/or costs have been caused due to [wilful intent (*opzet*), deliberate recklessness (*bewuste roekeloosheid*) or gross negligence (*grove schuld*)] on the part of XRPL Labs, its employees and/or third parties engaged by it.

11.2 You shall use the Mobile Application and Services as provided by XRPL Labs for their intended use only as set out in these Terms and relevant instructions including support instructions. XRPL Labs is not liable for any damages if you use the Mobile Application, Products and Services for a different purpose than the intended use as stated in the aforementioned instructions.

11.3 XRPL Labs is not liable for any damages that result from:

- (a) any use by you of the Mobile Application, Content and Services that is not in accordance with these Terms, the Additional Terms, if any, and the relevant instructions of XRPL Labs;
- (b) incorrect, incomplete or unreliable information provided by or on behalf of you or
- (c) any acts or omissions of, or on behalf of, you.

11.4 Without prejudice to the foregoing provisions, XRPL Labs shall only be liable for direct damages and costs sustained which shall in no event exceed the amount of € 50,-.

11.5 You will indemnify XRPL Labs for all damages, costs and other losses XRPL Labs incurs as a result from any breach of these Terms, Order or other contract by or on behalf of you.

11.6 Unless explicitly agreed otherwise, or except where these Terms provide otherwise, any claim against XRPL Labs will in any event lapse after one (1) year from the moment you were, or should have been, aware of the claim.

11.7 Nothing in these Terms intends to limit or exclude liability that by law cannot be limited or excluded.

12. TERM OF THESE TERMS

12.1 These Terms between XRPL Labs and you are established by downloading the Mobile Application on your device, whereby you have accepted these Terms.

12.2 These Terms will continue for as long as you use the Mobile Application.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 All Intellectual Property Rights with respect to the Mobile Application, Content, Products and Services made (available) by XRPL Labs and any descriptions, technical data, specifications and/or other documents provided to you, will remain the property of XRPL Labs. Unless explicitly agreed otherwise, nothing in these Terms should be construed as the transfer of any of XRPL Labs' Intellectual Property Rights to you.

13.2 XRPL Labs grants you a non-exclusive, non-transferable, non-sub-licensable, royalty free licence for the term of these Terms to use XRPL Labs' Intellectual Property Rights insofar as necessary for the usage of the Mobile Application or the access to the Products and Services

14. DATA PROTECTION

14.1 Please see our [Privacy Notice](#) for information on how we process your personal data in accordance with de GDPR.

15. MISCELLANEOUS

15.1 If the XRPL Labs does not invoke the Terms towards you, this does not entail a waiver of any right XRPL Labs may have.

15.2 The invalidity, nullification or unenforceability of one or more of the provisions of the Terms, and any additional Terms, if applicable, does not affect the validity of the other provisions. XRPL Labs and you will, in spirit of these Terms, and in good faith consultation, replace the invalid or non-binding provision with another provision that is valid and binding, and whose legal consequences approach as closely as possible those of the invalid or non-binding provision.

15.3 These Terms any additional Terms, if applicable, and your respective rights and obligations hereunder may not be assigned, pledged, transferred or sold by you without the prior written approval of XRPL Labs. XRPL Labs may assign, pledge, transfer or sell its rights and obligations under these Terms, any Additional Terms without your prior written approval.

15.4 The headings of these Terms are for convenience only and shall not affect the interpretation of any provision of the Terms.

15.5 The singular includes the plural and vice versa, and each gender includes the other gender.



16. GOVERNING LAW AND JURISDICTION

- 16.1 These Terms are governed by and construed in accordance with the laws of the Netherlands, with the exclusion of its conflicts of law rules. Applicability of the United Nations Convention on the International Sale of Goods (CISG, 1980) is explicitly excluded.
- 16.2 The competent courts of Amsterdam (the Netherlands) shall have jurisdiction to the exclusion of any other court for all disputes and disagreements arising out or in connection with any these Terms, including disputes regarding the existence and validity thereof. You shall have one month to object and choose to have the dispute and / or disagreement decided by the competent court according to the law.