

Terms of Service (“ToS”)

I. Foreword.

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](#) (“XUMM”), and operating network infrastructure (the “Solutions”) in order to provide such Solutions’ users (“Users”) with direct and disintermediated access to the [XRP Ledger](#) (“XRPL”), and all the features that come with it. For purposes of distributing the Solutions globally, The Integrators has entered into a distribution agreement with its related party XRPL Labs OÜ, a corporation duly incorporated under the laws of Estonia (The Integrators and XRPL Labs OÜ are jointly referred to hereinafter as “[XRPL Labs](#)”).

XRPL Labs does not currently have a business model and provides its Solutions completely free of charge, which guarantees a privacy-first approach and a non-interested handling of the limited data provided by Users. You can read more about our Privacy Policy [here](#).

Since XRPL Labs’s Solutions are completely based on the XRPL and its features, it is important for the Company to transmit the following key concepts to the Users:

1. The XRPL is a decentralized cryptographic ledger powered by a network of independent peer-to-peer servers. The XRPL hosts the digital asset XRP and, among other features, it offers censorship-resistant transaction processing, which means that:
 - a) No party is able to decide which XRP transactions should succeed or fail, and
 - b) No party can “roll-back” or reverse a transaction once it has been completed.
2. The XRPL allows for the issuance of non-XRP currencies 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 Gateways will honor its obligations (i.e. guarantee the redemption of the value represented by a given IOU).

Note that the XRPL allows Gateways to freeze their non-XRP IOUs for purposes of meeting regulatory requirements or investigating suspicious activities.

3. The XRPL 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 for XRP or other IOUs.

4. For purposes of making correct forward progress while avoiding problems such as the double-spending problem, The XRPL uses a consensus protocol called the XRP Ledger Consensus Protocol ("XRP LCP"). XRP LCP requires a little trust, whereby each network participant chooses a set of validators (servers specifically configured to participate in consensus) operated by different parties who are expected to behave honestly and reliably most of the time. Such lists of nodes are called Unique Node Lists ("UNLs"). As long as a large enough percentage of the validators agree that a set of transactions should occur and that a given ledger is the result, the server declares a consensus and makes forward progress. At the moment, the most widely adopted UNL is the one recommended by Ripple ("dUNL").
5. The rippled source code (the code behind the XRPL) is an open source project and is available under the ISC open-source license, meaning that anyone can contribute software and propose modifications, additions or changes to the XRPL 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 de modifications either proposed or merged into the XRPL code base, which may or may not indirectly force XRPL Labs to modify the Solutions.

II. User Representations.

In virtue of the foregoing, Users hereby represent that they have been made duly aware of the concepts described herein above and, therefore, acknowledge the following:

1. Although XRPL Labs runs and operates XRPL infrastructure, including a validator that forms part of the dUNL, it cannot guarantee either the liveness and/or security of the XRPL.

In the best interest of the Solutions, XRPL Labs will undertake all reasonable efforts to maintain the availability and quality of such infrastructure; however, it may be the case that the Company needs to stop the operation of nodes, validators and full history nodes, among others, either to reasons attributable to XRPL Labs itself or external reasons (i.e. force majeure). In any case, the Company will timely notify and publicly disclose such infrastructure interruptions to all interested parties.

2. The Solutions, including but not limited to XUMM, provide a non-custodial interface to the XRPL, allowing Users 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 XRPL addresses or accounts either created by Users through the Solutions or imported by such Users to the Solutions from external services.

In furtherance of the above, the Company is not able to control, authorize, reject, seize and/or censor any of the funds or the accounts held and/or managed by the Users through the Solutions. In other words, XRPL Labs is not responsible and cannot be held liable by Users for any losses of funds, for the loss of access to their addresses, the improper management of secrets or private keys, Users' mistakes and/or ignorance.

For purposes of providing further clarity, once: (a) a transaction has been signed by a User using any of the Solutions or (b) access to funds and or addresses has been lost; there is no way back, transactions cannot be reversed and funds cannot be recovered.

3. The Solutions provide Users with the ability to directly interact with the XRPL's DEX, so they can trade either XRP against IOUs, IOUs against XRP or IOUs against other IOUs. Taking into consideration that Gateways are statistically prone to issue IOUs that: (a) represent no value, (b) have no liquidity or (c) cannot be redeemed, XRPL Labs will analyze diverse publicly available data points (risk factors, liquidity, etc.) in order to create and provide its Users with a curated recommendation of those Gateways that have higher possibilities to fully honor the value represented by their IOUs. Such recommendation will be subject to modifications from time to time.

However, XRPL Labs cannot and will not guarantee the reliability, trustworthiness or liquidity of the IOUs issued by any third party Gateways, either included in the recommendation set forth by the Company or not. Moreover, XRPL Labs cannot, at any moment, guarantee that the Gateways will either honor its obligations or even redeem (entirely or partially) the value represented by their IOUs.

Note that Gateways have the right to freeze their IOUs at their sole discretion, which means that Users might experience IOU freezing through XUMM and/or other Solutions, without such circumstance being attributable to XRPL Labs, but to the relevant Gateways. The Company CANNOT unfreeze the IOUs that have been frozen by a Gateway.

4. Many components of the software used by XRPL Labs in order to provide the Solutions are made available under open source licenses, 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 Solutions' translation from English into other languages.

In this sense, XRPL Labs does not take responsibility on the contributions and/or translations produced by independent contributors nor the Company hereby agrees to assume any potential liability arising thereof. 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.

5. XRPL Labs is currently not: (i) charging any fees to the Users, (ii) a Gateway; (iii) an IOU issuer; (iv) an asset or funds custodian; (v) an asset or funds manager or administrator; and (vi) a licensed entity. In this sense, to the extent permitted by applicable law, XRPL Labs undertakes no obligation whatsoever towards the Users.

III. User Responsibilities.

Due to the characteristics of XRPL Labs's Solutions, Users hereby agree that they are solely responsible for each of the following actions and, hence, will not, under any circumstances, try to hold the Company liable for any mistakes, mismanagements, negligent conducts, deliberate errors and/or the loss of funds or the loss of access to XRPL addresses, potentially arising in connection therewith.

1. Users are responsible for maintaining the safety of either or all of the following: (i) their XRPL accounts/addresses; (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 such Users' XRPL accounts/addresses and the ability to manage the funds contained therein.

Users shall implement all necessary measures to keep offline backups of the above referred secrets and/or keys in multiple secure places. XRPL Labs does not store such information on Users' behalf for security purposes, and is not a custodian of Users' funds and/or accounts. The Company is NOT able to recover lost funds or accounts.

Importantly, Users have been made aware and hereby acknowledge that due to security reasons, the Solutions (including but not limited to XUMM), DO NOT allow for the export of XRPL addresses' secrets, keys and/or seeds that have been either created through the Solutions or imported from external sources, meaning that whenever Users intend to recover their accounts, they will always be required to do so through the utilization of their offline backups or otherwise safely stored secrets.

2. Users are responsible for maintaining their Android and/or iOS devices (the "Devices"), as well as their software up to date and secure, for which they shall observe the following recommendations:
 - a) Users shall, at all moments, install available operative system security updates.
 - b) Users shall not root or jailbreak their Devices.
 - c) Users shall not connect their Devices to untrusted devices, cables, chargers and any other untrusted hardware equipment.

3. Users are responsible for verifying the reliability, trustworthiness and liquidity of the IOUs that they acquire from Gateways through XRPL Labs's Solutions. This responsibility includes reviewing each Gateways' terms and conditions, solvency and potential risk factors, which Users will be required to factor-in when considering to add XRPL trust-lines to their addresses.

Note that the curated recommendation of Gateways and IOUs provided by the Company DOES NOT relief Users from this responsibility.

4. Users of non-English versions of the Solutions 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 Solutions.

Regardless of Users' responsibilities as per this Section III, XRPL Labs has made available a [support section](#), so Users are able to submit their questions and/or concerns regarding the Solutions and get assistance from XRPL Labs, who, to the extent reasonably possible, will be committed to timely provide the requested support.

IV. Modification and Termination to our Solutions.

XRPL Labs may constantly change, modify and improve its Solutions, thereby adding or removing functionalities, features and offerings (software may automatically update on Users' Devices). XRPL Labs may also temporarily or permanently suspend its Solutions.

XRPL Labs conserves the unrestricted right to block, ban, suspend and/or interrupt, without prior notification, the provision of its Solutions to specific Users, in the event that the Company detects either one or more of the following activities and/or scenarios:

1. Attempt to or successfully attack, spam or otherwise deteriorate the Solutions provided by the Company,
2. Attempt to or successfully conduct fraudulent activities through the Solutions provided by the Company,
3. Participate in fraudulent schemes that involve the utilization of the Solutions provided by the Company,
4. An XRPL address that has been tagged as an address that has been involved with fraudulent schemes, and
5. Any other circumstances and/or activities reasonably deemed unsafe or dangerous as per XRPL Labs's discretionary judgement.

XRPL Labs also conserves the unrestricted right to prevent Users from using the Solutions to send funds to the Users who have been restricted as a consequence of being found responsible for any of the activities described herein above.

V. Update to these ToS.

XRPL Labs may modify these ToS or any additional terms that apply to the Solutions to, for example, reflect changes to the applicable law or changes to such Solutions. Changes will not apply retroactively and will become effective no sooner than fifteen days after they are posted. Changes made to reflect changes arising from legal considerations, will be effective immediately. If you do not agree to the modified ToS, you should discontinue your use of the Solutions.

VI. Acting on Behalf of Businesses.

If you use our Solutions on behalf of a business, a legal entity or vehicle (a “Business”), such Business accepts these ToS. Moreover, it will hold harmless and indemnify XRPL Labs and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Solutions or violation of these ToS, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys’ fees.

VII. No warranty.

All XRPL Labs’s Solutions are provided “As Is” on a “Best Effort” basis, with all faults and as available. To the maximum extent permitted by law, XRPL Labs, along with its representatives, officers and partners, make no (and specifically disclaims all) representations or warranties of any kind, whether express, implied, statutory or otherwise, including without limitation, any warranty that the Solutions will be uninterrupted, error-free or free of harmful components, or any implied warrant of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement, and any warranty arising out of any course of performance, course of dealing or usage of trade. Some jurisdictions do not allow the foregoing exclusions. In such an event, such exclusion will not apply solely to the extent prohibited by applicable law.

VIII. Limitation of Liability.

To the fullest extent permitted by law, in no event will XRPL Labs, its affiliates, representatives, officers, employees, suppliers or licensors be liable for: any direct, indirect, incidental, special, punitive, cover or consequential damages, or damages for lost accounts funds, information, virtual assets, payment obligations, IOUs, or content, however caused, under any theory of liability, including without limitation, contract, tort, warranty, negligence or otherwise, even if XRPL Labs has been advised as to the possibility of such damages.

To the maximum extent permitted by applicable law, the aggregate liability of XRPL Labs and its affiliates, representatives, officers, employees, suppliers or licensors, relating to the Solutions will be limited to fifty United States Dollars (USD\$50.00). The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose. Some jurisdictions do not allow the limitation of incidental, consequential or other damages. In such an event, this limitation will not apply to you to the extent prohibited by law.

Users acknowledge that the foregoing limitations are an essential element of the agreement between you and XRPL Labs and that in the absence of such limitations the terms and conditions set forth in these ToS would be substantially different.

IX. Alternative Dispute Resolutions.

All disputes, controversies or claims (collectively, "Claims") relating in any way to Users' use of XRPL Labs's Solutions, will be finally resolved through the implementation of alternative dispute resolution mechanisms, including but not limited to, mediation, arbitration, conciliation and negotiation, as agreed from time to time between the Company and the respective Users.