

# Terms and Conditions

**Last Updated: 6/19/2023**

## **Introduction:**

These Terms and Conditions govern your use of the X-Tokenize platform provided by Market Kings LLC ("we," "us," or "our"). By accessing or using X-Tokenize, you agree to comply with these terms and conditions. Please read them carefully before proceeding.

X-Tokenize is an innovative platform designed to provide educational resources and tools related to tokenization, cryptocurrency, and blockchain technology. Our platform aims to enhance your understanding of these concepts and promote educational growth in the field. However, it is important to note that X-Tokenize does not provide financial services, investment advice, or engage in any financial transactions.

These terms and conditions outline the rights, responsibilities, and obligations of both users and Market Kings LLC regarding the use of X-Tokenize. By using our platform, you acknowledge that you have read, understood, and agreed to be bound by these terms and conditions. If you do not agree with any part of these terms, you should refrain from accessing or using X-Tokenize.

Please note that these terms and conditions may be updated or modified from time to time, and it is your responsibility to review them periodically. Your continued use of X-Tokenize after any modifications constitutes acceptance of the revised terms and conditions.

We encourage you to seek professional advice and consult legal and financial experts regarding your specific circumstances before making any financial decisions or engaging in any actions based on the information provided within X-Tokenize.

Thank you for choosing X-Tokenize. We hope you find our platform informative and valuable for your educational journey in the world of tokenization, cryptocurrency, and blockchain technology.

## **Acceptance of Terms and Conditions:**

By accessing or using the X-Tokenize platform provided by Market Kings LLC ("we," "us," or "our"), you acknowledge that you have read, understood, and agreed to be

bound by these Terms and Conditions. If you do not agree with any part of these terms, you should refrain from accessing or using X-Tokenize.

You represent that you are at least 18 years old and have the legal capacity to enter into a binding agreement. If you are accessing or using X-Tokenize on behalf of an entity, you further represent that you have the authority to bind that entity to these terms and conditions.

Your use of X-Tokenize constitutes acceptance of these terms and conditions, including any updates or modifications that may be made from time to time. It is your responsibility to review these terms and conditions periodically and ensure compliance with any changes.

If you do not agree to these terms and conditions, or if you are prohibited by law from accessing or using X-Tokenize, you must immediately cease all use of the platform.

Thank you for agreeing to abide by these terms and conditions. We appreciate your participation in the X-Tokenize community and hope you have a valuable and educational experience on our platform.

### **User Responsibilities:**

By using the X-Tokenize platform, you agree to abide by the following responsibilities:

1. **Compliance with Laws:** You shall comply with all applicable laws, regulations, and guidelines while using the platform. This includes, but is not limited to, laws pertaining to financial transactions, anti-money laundering (AML) regulations, know-your-customer (KYC) requirements, and any other laws relevant to the use of cryptocurrency and blockchain technology.
2. **Account Security:** You are responsible for maintaining the confidentiality and security of your X-Tokenize account credentials. You must take reasonable measures to protect your account against unauthorized access, including safeguarding your username, password, and any other authentication credentials associated with your account. You should immediately notify X-Tokenize of any unauthorized use or suspected breach of your account.
3. **Prohibited Activities:** The following activities are strictly prohibited on the X-Tokenize platform:
  - a. **Fraud:** You shall not engage in any fraudulent activities, including but not limited to misrepresentation, deceit, or false claims. This includes fraudulent transactions, falsifying account information, or any other deceptive practices.

b. **Unauthorized Access:** You shall not attempt to gain unauthorized access to other users' accounts, X-Tokenize systems, or any part of the platform that you are not explicitly authorized to access.

c. **Hacking and Security Breaches:** You shall not attempt to disrupt or compromise the security, integrity, or availability of the X-Tokenize platform, its systems, or its users' accounts. This includes any activities that could potentially introduce viruses, malware, or other harmful code.

d. **Illegal or Unethical Behavior:** You shall not use the platform for any illegal or unethical purposes. This includes but is not limited to engaging in money laundering, terrorist financing, engaging in illicit activities, or violating any applicable laws or regulations.

You understand that failure to comply with these responsibilities may result in penalties, including the suspension or termination of your X-Tokenize account, legal action, and reporting to relevant authorities.

It is important to note that while X-Tokenize provides educational materials and information, you should exercise caution and seek professional advice regarding any financial decisions or actions. The educational content provided on the platform should not be considered a substitute for professional financial advice.

### **User Conduct:**

As a user of the X-Tokenize platform, it is important to engage in responsible and respectful conduct. By using the platform, you agree to adhere to the following guidelines:

1. **Respectful Communication:** Engage in respectful and constructive communication with other users, whether it is through communication channels, forums, chat features, or social media platforms provided by X-Tokenize. Avoid using language or engaging in behavior that is offensive, discriminatory, harassing, or threatening towards others. Be mindful of the diverse community using the platform and maintain a respectful environment for everyone.
2. **Lawful Activities:** Use X-Tokenize for lawful purposes only. Do not engage in any activities that violate applicable laws, regulations, or contractual obligations. This includes but is not limited to engaging in fraudulent activities, intellectual property infringement, unauthorized access, or any other illegal or unethical behavior.
3. **Protection of Privacy and Personal Information:** Respect the privacy and personal information of other users. Do not share or disclose any personal or

confidential information about others without their explicit consent. Refrain from engaging in any activities that compromise the security or privacy of X-Tokenize or its users.

4. **Compliance with Intellectual Property Rights:** Respect the intellectual property rights of Market Kings LLC and other third parties. Do not reproduce, distribute, modify, or use any content, trademarks, logos, or copyrighted materials without the appropriate authorization or license.
5. **Responsible Use of Platform Resources:** Use X-Tokenize in a responsible manner that does not disrupt or impair the platform's functionality or the experience of other users. Refrain from engaging in any activities that could potentially introduce viruses, malware, or other harmful code that may compromise the security or integrity of X-Tokenize.
6. **Prohibited Content:** Do not post or share any content that is unlawful, offensive, defamatory, or violates the rights of others. This includes content that is discriminatory, hateful, or infringes upon intellectual property rights. Market Kings LLC reserves the right to moderate, delete, or restrict user-generated content that violates these guidelines or is deemed inappropriate or harmful.

Failure to comply with these user conduct guidelines may result in the suspension or termination of your X-Tokenize account, as well as other legal consequences as deemed appropriate.

### **User Content:**

X-Tokenize provides various communication channels and interactive features that allow users to contribute and share content within the platform. While we encourage active participation and engagement, it is essential to understand your responsibilities and obligations regarding user-generated content. By using the X-Tokenize platform, you agree to the following guidelines:

1. **Ownership of User Content:** You retain ownership of any content you generate, post, or share on X-Tokenize. However, by submitting content, you grant Market Kings LLC a non-exclusive, worldwide, royalty-free, and fully sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display the content in connection with X-Tokenize and its related services. This license remains in effect even if you discontinue the use of X-Tokenize or terminate your account.
2. **Lawful and Non-Infringing Content:** Ensure that any content you provide on X-Tokenize is lawful and does not infringe upon the rights of others, including intellectual property rights. You are solely responsible for the accuracy, legality, and originality of the content you contribute.

3. **Respect for Others:** Be respectful and considerate of other users when posting or sharing content. Do not post or distribute any content that is offensive, defamatory, discriminatory, harassing, or otherwise harmful. Respect the privacy and confidentiality of others and do not share personal or sensitive information without the proper authorization.
4. **Compliance with Applicable Laws:** Ensure that your user-generated content complies with all applicable laws, regulations, and guidelines. This includes, but is not limited to, laws pertaining to defamation, intellectual property, privacy, and data protection.
5. **Prohibited Content:** Do not post or share any content that is fraudulent, deceptive, misleading, or promotes illegal activities. This includes, but is not limited to, content that incites violence, hatred, or discrimination, or violates the rights of individuals or groups.
6. **Moderation and Removal of Content:** Market Kings LLC reserves the right to moderate, delete, or restrict user-generated content that violates these guidelines or is deemed inappropriate, offensive, or harmful. We strive to maintain a safe and respectful environment within X-Tokenize and may take necessary action to enforce these guidelines.

Please note that Market Kings LLC does not endorse or guarantee the accuracy, reliability, or validity of user-generated content. Users are solely responsible for their interactions and reliance on such content.

By contributing user-generated content on X-Tokenize, you acknowledge and agree to these guidelines and grant Market Kings LLC the rights necessary to host, display, and distribute your content within the platform.

### **Intellectual Property Rights:**

1. **Ownership and Rights:** Users acknowledge and agree that all intellectual property rights associated with X-Tokenize, including but not limited to trademarks, logos, software, and content, are owned by Market Kings LLC. These intellectual property rights are protected by applicable laws and international treaties.
2. **Limited License:** Users are granted a limited, non-exclusive, non-transferable license to use X-Tokenize for their own personal or internal business purposes, subject to the terms and conditions outlined herein. This license does not grant users any ownership or rights to the intellectual property associated with X-Tokenize, except as expressly stated.

3. **Modifications:** Users are permitted to modify the X-Tokenize tool for their own personal or internal business use, provided that such modifications do not infringe upon the intellectual property rights of Market Kings LLC. Any modifications made to X-Tokenize shall remain subject to the original intellectual property rights held by Market Kings LLC.
4. **Prohibited Actions:** Users are strictly prohibited from redistributing, selling, or commercially exploiting the modified version of X-Tokenize for monetary gain. Users shall not engage in any activity that would infringe upon the intellectual property rights of Market Kings LLC, including but not limited to unauthorized copying, reverse engineering, or unauthorized distribution of X-Tokenize.

### **Service Utilization:**

1. **Provision of Services:** Users may provide services utilizing the X-Tokenize tool for compensation, such as offering consulting, advisory, or implementation services related to tokenization, subject to the following conditions:
  - a. **Non-transferability:** Users shall not sell, transfer, or assign the X-Tokenize software itself to third parties. The license to use X-Tokenize is granted solely to the individual user or the user's internal business.
  - b. **Ownership Disclaimer:** Users shall not claim ownership over X-Tokenize or its intellectual property rights. The intellectual property rights associated with X-Tokenize remain the exclusive property of Market Kings LLC.
  - c. **Compliance with Laws and Obligations:** Users shall comply with all applicable laws, regulations, and contractual obligations while providing services utilizing X-Tokenize. This includes but is not limited to laws governing financial transactions, data privacy, and any other relevant legal requirements.

It is important for users to respect and adhere to the intellectual property rights of Market Kings LLC, as well as comply with all legal and contractual obligations while utilizing X-Tokenize and providing associated services. Failure to comply with these provisions may result in the termination of the user's access to X-Tokenize and may subject the user to legal consequences.

### **Communication Channels:**

1. **Purpose of Communication Channels:** Market Kings LLC may provide communication channels, such as forums, chat features, or social media platforms, to facilitate interaction and engagement within the X-Tokenize community. These channels aim to foster a collaborative and informative environment for users.

2. **Responsible Use:** Users agree to use the communication channels responsibly and in compliance with all applicable laws and regulations. Users should engage in respectful and constructive communication, promoting a positive and inclusive community experience.
3. **User-Generated Content:** Users understand and acknowledge that the communication channels may allow for the submission and sharing of user-generated content. However, users are solely responsible for the content they contribute and must ensure that it adheres to the terms and conditions outlined herein.
4. **Moderation and Content Restrictions:** Market Kings LLC reserves the right to moderate, delete, or restrict user-generated content that violates the terms and conditions or is deemed inappropriate or harmful. This includes but is not limited to content that is defamatory, abusive, harassing, discriminatory, fraudulent, or infringing upon the rights of others. Market Kings LLC's moderation decisions are final and may be exercised without prior notice or explanation.
5. **User Conduct:** Users are expected to engage in respectful and lawful behavior while using the communication channels. Users shall not engage in any activity that may disrupt the channels' functionality, compromise the security and privacy of others, or violate any applicable laws or regulations.
6. **Confidential Information:** Users should refrain from sharing any confidential or sensitive information through the communication channels. Market Kings LLC shall not be held liable for any unauthorized access, use, or disclosure of such information shared by users.
7. **Disclaimer of Endorsement:** The views and opinions expressed by users through the communication channels do not necessarily reflect the views and opinions of Market Kings LLC. Market Kings LLC does not endorse or guarantee the accuracy, reliability, or appropriateness of user-generated content.

By utilizing the communication channels provided by Market Kings LLC, users agree to comply with the guidelines outlined above. Failure to adhere to these guidelines may result in the removal of content, suspension or termination of access to the channels, and other appropriate actions as deemed necessary by Market Kings LLC.

#### **User Data and Privacy:**

1. **Collection and Use of User Data:** Market Kings LLC recognizes the importance of protecting user privacy and will handle user data in accordance with applicable privacy laws and regulations. By using X-Tokenize, users acknowledge and consent to the collection, storage, and use of their personal information as outlined in the Privacy Policy.

2. **Confidentiality and Security:** Market Kings LLC takes reasonable measures to protect the confidentiality and security of user data. However, users acknowledge that no data transmission over the internet or electronic storage system can be guaranteed to be 100% secure. Users are responsible for maintaining the security of their account credentials and promptly notifying X-Tokenize of any unauthorized access or suspected breaches.
3. **Use of Cookies and Similar Technologies:** X-Tokenize may utilize cookies, tracking technologies, or similar mechanisms to enhance user experience, analyze usage patterns, and personalize content. By using X-Tokenize, users consent to the use of these technologies in accordance with the Cookie Policy.
4. **Third-Party Services and Links:** X-Tokenize may integrate with third-party services or contain links to external websites. Users understand and acknowledge that these third-party services and websites have their own privacy practices and policies. Market Kings LLC does not endorse or assume responsibility for the privacy practices or content of these third-party entities. Users are encouraged to review the privacy policies of any third-party services or websites they interact with.
5. **Data Sharing and Disclosure:** Market Kings LLC may share user data with third parties under certain circumstances, such as when required by law, to enforce the terms and conditions, or to protect the rights, property, or safety of Market Kings LLC, its users, or the public. Users' personal information will not be sold or rented to third parties for marketing purposes without explicit consent.
6. **International Data Transfers:** As X-Tokenize may be accessed from various countries, user data may be transferred and processed in locations outside the user's country of residence. By using X-Tokenize, users consent to the transfer of their data to these locations, which may have different data protection laws than their country of residence.
7. **Retention of User Data:** Market Kings LLC will retain user data for as long as necessary to fulfill the purposes outlined in the Privacy Policy, or as required by applicable laws and regulations. Users may request the deletion of their data in accordance with the procedures specified in the Privacy Policy.
8. **Children's Privacy:** X-Tokenize is not intended for use by individuals under the age of 18 (or the age of majority in their jurisdiction). Market Kings LLC does not knowingly collect personal information from children. If it is discovered that personal information has been inadvertently collected from a child, Market Kings LLC will take prompt steps to delete the information from its systems.

Users are encouraged to review the Privacy Policy for more detailed information on how Market Kings LLC collects, uses, and protects user data. By using X-Tokenize, users signify their understanding and acceptance of the data practices described in the Privacy Policy.



## User Feedback and Suggestions:

1. **Voluntary Feedback:** Market Kings LLC welcomes and encourages users to provide feedback, suggestions, and ideas regarding X-Tokenize. Users understand and agree that any feedback or suggestions they provide are voluntarily given and that Market Kings LLC may use such feedback without obligation or compensation.
2. **Ownership of Feedback:** Users acknowledge and agree that any feedback, suggestions, or ideas shared with Market Kings LLC become the property of Market Kings LLC. Users waive any claims to ownership or compensation for the feedback provided.
3. **Non-Confidentiality:** Users understand and acknowledge that any feedback or suggestions shared with Market Kings LLC are non-confidential. Market Kings LLC may disclose or use the feedback for any purpose without any obligation to keep the information confidential.
4. **User Responsibility:** Users are solely responsible for the feedback and suggestions they provide. Users shall ensure that their feedback does not infringe upon the rights of any third party, including intellectual property rights, and does not violate any laws or regulations.
5. **No Obligation:** Market Kings LLC has no obligation to implement or incorporate any user feedback or suggestions into X-Tokenize. Market Kings LLC retains the sole discretion to determine whether to use, modify, or disregard any feedback provided by users.
6. **User Content:** Any user feedback or suggestions shared through communication channels provided by Market Kings LLC, such as forums or social media platforms, are subject to the User Content terms outlined in the Terms and Conditions. Users shall comply with the guidelines and rules for posting content in these channels.
7. **Limitation of Liability:** Market Kings LLC shall not be liable for any claims, damages, or losses arising out of or in connection with user feedback or suggestions, including their use, implementation, or non-implementation by Market Kings LLC.

Users are encouraged to provide constructive and respectful feedback and suggestions to help improve X-Tokenize. Market Kings LLC appreciates user engagement and values the input provided by the community.

## Compliance with Laws:

1. **User Responsibility:** Users acknowledge and agree that they are solely responsible for ensuring their compliance with all applicable laws, regulations, and legal requirements in their respective jurisdictions when utilizing X-Tokenize. The process of token issuance, account management, and other associated activities can vary significantly across different regions and may be subject to specific regulatory frameworks.
2. **Legal and Professional Advice:** Market Kings LLC, X-Tokenize, and its contributors do not provide legal, financial, or investment advice. The information provided within the platform, including documentation, tutorials, and educational materials, is intended for informational and educational purposes only. It is not intended to serve as a substitute for professional advice. Users should consult with their own legal counsel or qualified professionals to obtain tailored guidance based on their specific circumstances.
3. **Educational Tool:** X-Tokenize is designed as an educational tool to provide users with insights, knowledge, and resources related to tokenization and associated concepts. While efforts are made to provide accurate and up-to-date information, Market Kings LLC cannot guarantee its completeness or applicability to individual situations.
4. **User Compliance:** Users must conduct thorough research, seek professional advice, and exercise due diligence to ensure their activities on X-Tokenize align with the legal requirements of their jurisdiction. Users are responsible for understanding and complying with all relevant laws, regulations, and legal obligations applicable to their use of X-Tokenize.
5. **Non-Liability:** Market Kings LLC, X-Tokenize, and its contributors expressly disclaim any liability for non-compliance or legal consequences that may arise from users' actions or failure to adhere to applicable laws and regulations. Users assume full responsibility for their use of X-Tokenize and any outcomes resulting from such usage.
6. **Release of Liability:** By utilizing the platform, users acknowledge that they are assuming all associated risks and release Market Kings LLC, X-Tokenize, and its contributors from any liability arising from non-compliance, legal actions, or any adverse consequences that may occur.
7. **Jurisdiction-Specific Compliance:** Users must be aware that the legal requirements and regulations surrounding tokenization and related activities can vary across jurisdictions. Users are responsible for understanding and adhering to the specific laws and regulations applicable in their respective regions.

It is essential for users to review and comprehend the legal obligations and requirements that pertain to their particular operations. Failure to comply with applicable laws may result in legal consequences and other adverse outcomes.

### Third-Party Mentions:

1. **Educational Purpose:** Any mention or reference to external third parties, including trademarks, logos, or software, within the documentation, tool, or any other materials provided by Market Kings LLC or X-Tokenize, is strictly for educational purposes. These references are intended to enhance the educational experience and provide users with comprehensive knowledge of the industry landscape.
2. **Ownership Rights:** Market Kings LLC and X-Tokenize do not claim any ownership rights to the intellectual property of these third parties, and all rights remain with their respective owners. The inclusion of any third-party mentions, trademarks, logos, or software does not imply any endorsement, sponsorship, or affiliation with Market Kings LLC or X-Tokenize, its contributors, or the services offered.
3. **Non-Official Relationship:** The purpose of referencing external third parties is to provide users with real-world examples, case studies, or practical demonstrations that can facilitate a better understanding of the subject matter. These references are not intended to suggest any official relationship or partnership between Market Kings LLC or X-Tokenize and the mentioned third parties.
4. **User Evaluation:** Users should be aware that the information and examples provided within the documentation, tool, or any other materials are for educational purposes only. The inclusion of third-party references does not constitute an endorsement of their products, services, or opinions by Market Kings LLC or X-Tokenize. It is the responsibility of users to independently evaluate and assess the suitability and applicability of any third-party products or services to their specific needs or circumstances.
5. **Accuracy and Reliability:** Market Kings LLC and X-Tokenize make reasonable efforts to ensure the accuracy and reliability of the information provided. However, we cannot guarantee the completeness, timeliness, or accuracy of third-party information or its alignment with the latest developments. Users are encouraged to conduct their own research, verify information from independent sources, and seek professional advice before making any decisions or taking any actions based on the references provided.
6. **Third-Party Libraries:** X-Tokenize may utilize third-party libraries for various functionalities within the tool. It is important to note that the creators and owners of these libraries retain full rights to their software. The inclusion of third-party libraries in X-Tokenize does not imply endorsement or affiliation with Market Kings LLC or X-Tokenize. The utilization of these libraries is solely for educational purposes and to enhance the functionality and features of X-Tokenize.

7. **Licensing:** Users should be aware that the licensing of third-party software included in X-Tokenize remains valid and subject to the terms and conditions set by the respective software creators. If users have any questions or require information about the licensing of specific third-party software, they should refer to the documentation and licensing terms provided by the software creators.

By using X-Tokenize, users acknowledge and understand that the mentioned third-party references, including trademarks, logos, software, and libraries, are intended for educational purposes and do not indicate any official endorsement or affiliation. Users are responsible for independently evaluating the suitability of third-party products or services and should exercise their judgment and seek professional advice as necessary. Market Kings LLC and X-Tokenize disclaim any liability for the use or consequences resulting from the use of third-party references, including the utilization of third-party libraries. Users should refer to the licensing terms of specific third-party software if needed.

#### **External Links:**

1. **Purpose and Disclaimer:** X-Tokenize may contain links to external websites or resources. These links are provided for convenience and informational purposes only. Market Kings LLC does not endorse, guarantee, or assume any responsibility for the content, accuracy, or reliability of external websites. The inclusion of these links does not imply any endorsement or affiliation with the linked websites.
2. **User Responsibility:** Users acknowledge that they access external links at their own risk. It is the responsibility of users to evaluate the content, accuracy, and reliability of external websites and resources. Users should exercise caution and discretion when accessing external links and should be aware that different terms and conditions, privacy policies, and practices may apply on those external websites.
3. **Limitation of Liability:** Market Kings LLC shall not be liable for any damages or losses, including but not limited to direct, indirect, incidental, consequential, or punitive damages, arising from or in connection with the access or use of external links. Users agree to release Market Kings LLC from any claims, demands, or liabilities related to external websites or resources.
4. **User's Independent Evaluation:** Users are encouraged to conduct their own evaluation of the content, services, products, and reliability of external websites before engaging in any transactions or interactions. Users should exercise caution and discretion, especially when providing personal information or engaging in financial transactions on external websites.

5. **Responsibility for External Websites:** The content, accuracy, and availability of external websites are beyond the control and responsibility of Market Kings LLC. Users should report any concerns or issues regarding external websites directly to the respective website administrators or owners.

By accessing external links on X-Tokenize, users acknowledge and agree that Market Kings LLC assumes no responsibility for the content, accuracy, or reliability of external websites. Users are solely responsible for their interactions, transactions, and usage of external websites, and any associated risks or consequences that may arise from such activities.

#### **No Warranty:**

1. **Disclaimer of Warranties:** Market Kings LLC, X-Tokenize, and its contributors make no warranties or representations, either express or implied, regarding the accuracy, reliability, completeness, or suitability of X-Tokenize for any purpose. The platform is provided on an "as is" and "as available" basis without any warranties or representations of any kind.
2. **Use at User's Own Risk:** Users acknowledge and agree that the use of X-Tokenize is at their own risk. Market Kings LLC does not warrant that the platform will be uninterrupted, error-free, or free from viruses or other harmful components. Users are solely responsible for implementing appropriate safeguards to protect their systems and data.
3. **No Guarantee of Results:** Market Kings LLC does not guarantee any specific results or outcomes from the use of X-Tokenize. The platform is designed to provide educational resources, tools, and insights, but the effectiveness and success of any tokenization efforts or actions taken by users depend on various factors beyond the control of Market Kings LLC.
4. **No Professional Advice:** Market Kings LLC, X-Tokenize, and its contributors do not provide legal, financial, or investment advice. The information and materials provided within the platform are for informational and educational purposes only. Users should consult with their own legal counsel, financial advisors, or qualified professionals for specific advice tailored to their individual circumstances.
5. **No Endorsement:** Market Kings LLC does not endorse or guarantee the accuracy, reliability, or suitability of any third-party content, products, services, or opinions referenced within X-Tokenize. Any references or links to external resources are provided for convenience and educational purposes only.
6. **Limitation of Liability:** In no event shall Market Kings LLC, X-Tokenize, or its contributors be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising out of or in connection with the use or inability to use X-Tokenize, even if advised of the possibility of such damages.

By using X-Tokenize, users acknowledge and agree that Market Kings LLC, X-Tokenize, and its contributors disclaim any warranties, representations, or guarantees, whether express or implied, regarding the platform and its usage. Users assume full responsibility for their use of X-Tokenize and any outcomes resulting from such usage.

### **Limitation of Liability:**

Market Kings LLC, X-Tokenize, and its contributors assume no liability for any damages, losses, or harm, whether direct, indirect, incidental, special, consequential, or exemplary, arising from or in connection with the use or inability to use X-Tokenize. This includes but is not limited to damages resulting from software failures, system downtime, loss of access to accounts, regulatory concerns, malware attacks, financial losses, accidents, unintended transaction signing, or any other tangible or intangible losses.

Users understand and acknowledge that the use of X-Tokenize carries inherent risks and uncertainties. Market Kings LLC, X-Tokenize, and its contributors expressly disclaim any warranties, representations, or guarantees of any kind, whether express or implied, including but not limited to warranties of accuracy, reliability, completeness, or suitability for any purpose.

In no event shall Market Kings LLC, X-Tokenize, or its contributors be liable for any damages or losses, whether directly or indirectly, arising from third-party actions or omissions, including but not limited to external service providers, partners, or other users of X-Tokenize. Users agree that any interactions, transactions, or engagements with third parties are solely at their own risk.

To the maximum extent permitted by applicable law, Market Kings LLC, X-Tokenize, and its contributors shall not be liable for any indirect, incidental, special, consequential, or exemplary damages, including but not limited to loss of profits, data, business, or goodwill, even if advised of the possibility of such damages.

In jurisdictions where the exclusion or limitation of liability is not permitted, the liability of Market Kings LLC, X-Tokenize, and its contributors shall be limited to the extent permitted by law.

Users acknowledge and agree that they assume full responsibility and risk for the use of X-Tokenize. They release Market Kings LLC, X-Tokenize, and its contributors from any and all liability, claims, demands, or damages of any kind, known or unknown, arising out of or in connection with the use of X-Tokenize.

**Termination:**

Market Kings LLC reserves the right to terminate or suspend access to X-Tokenize, in whole or in part, at any time and for any reason without prior notice. This includes, but is not limited to, instances where a user violates the terms and conditions, engages in fraudulent or illegal activities, or poses a threat to the security, integrity, or proper functioning of X-Tokenize.

Users may also terminate their use of X-Tokenize at any time by discontinuing their access to the platform and ceasing all associated activities.

Upon termination, users shall immediately cease all use of X-Tokenize and its associated services, including but not limited to accessing accounts, utilizing the tool, or engaging in any further activities related to X-Tokenize.

Termination of access to X-Tokenize may result in the loss of user data, including personal information, account history, preferences, and any other data associated with the user's account. Market Kings LLC shall not be liable for any such loss or the consequences thereof.

Provisions of the terms and conditions that by their nature are intended to survive termination shall continue to apply, including but not limited to sections related to Intellectual Property Rights, User Content, User Data and Privacy, No Warranty, Limitation of Liability, and Governing Law and Jurisdiction.

Market Kings LLC reserves the right to retain and store user data, including personal information, even after termination, as required by applicable laws, regulations, or for legitimate business purposes.

Users are advised to take any necessary steps to safeguard their data and information before terminating their use of X-Tokenize.

Please note that termination of access to X-Tokenize does not absolve users of any obligations, responsibilities, or liabilities incurred prior to the termination.

**Governing Law and Jurisdiction:**

The terms and conditions, as well as the use of X-Tokenize, shall be governed by and construed in accordance with the laws of the State of Delaware, United States. Any disputes, controversies, or claims arising out of or relating to these terms and

conditions, including the use of X-Tokenize, shall be subject to the exclusive jurisdiction of the state and federal courts located in Delaware.

Users agree that any legal action or proceeding brought against Market Kings LLC, X-Tokenize, or its contributors shall be conducted only in the state and federal courts located in Delaware. Users expressly consent to the personal jurisdiction and venue of such courts and waive any objections based on improper venue or forum non conveniens.

The choice of jurisdiction and governing law does not limit the rights of users under any mandatory consumer protection laws applicable in their jurisdiction.

If any provision of the terms and conditions is found to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

The English version of the terms and conditions shall prevail in the event of any discrepancies between the English version and translations in other languages.

By using X-Tokenize, users acknowledge and agree to submit to the exclusive jurisdiction of the state and federal courts located in Delaware, United States, and to abide by the laws and regulations applicable in that jurisdiction.

**Force Majeure:**

Market Kings LLC and X-Tokenize shall not be liable for any failure or delay in the performance of their obligations under these terms and conditions, including the provision of X-Tokenize services, if such failure or delay is caused by events beyond their reasonable control. Such events may include, but are not limited to, acts of God, natural disasters, war, terrorism, civil unrest, government actions, strikes, labor disputes, power outages, network failures, or any other event or circumstance beyond their control (collectively referred to as "Force Majeure Events").

In the event of a Force Majeure Event, Market Kings LLC and X-Tokenize shall be excused from their obligations for the duration of the event and for a reasonable period thereafter. They shall make reasonable efforts to mitigate the effects of the Force Majeure Event and resume the provision of X-Tokenize services as soon as practicable.

Market Kings LLC and X-Tokenize shall not be responsible for any damages or losses incurred by users or any third parties as a result of a Force Majeure Event. Users acknowledge and agree that during such events, there may be disruptions, limitations,



or unavailability of X-Tokenize services, and they shall not hold Market Kings LLC or X-Tokenize liable for any such disruptions or losses.

If a Force Majeure Event continues for an extended period and substantially affects the provision of X-Tokenize services, Market Kings LLC and X-Tokenize reserve the right to terminate or suspend the services, in whole or in part, without any liability or obligation to users. They may provide notice of such termination or suspension through appropriate communication channels available at their discretion.

Users are encouraged to regularly review the terms and conditions and any updates or announcements regarding Force Majeure Events. It is advisable to implement contingency plans or alternative measures to mitigate the potential impact of such events on their operations or use of X-Tokenize.

The Force Majeure provision is intended to be reasonable and fair, considering the unforeseeable and uncontrollable nature of events beyond the control of Market Kings LLC and X-Tokenize. It is recommended that users consult legal professionals to assess the implications of Force Majeure Events and their impact on their rights and obligations under these terms and conditions.

By using X-Tokenize, users acknowledge and agree to the Force Majeure provision and the potential effects it may have on the provision of X-Tokenize services.

### **Severability:**

In the event that any provision of these terms and conditions is deemed to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from these terms and conditions, and the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

The invalidity, unlawfulness, or unenforceability of any provision shall not affect the validity or enforceability of any other provision contained herein. The parties agree that in such cases, they shall make good faith efforts to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves, to the extent possible, the original intent and economic effect of the severed provision.

The severability provision is intended to preserve the enforceability and effectiveness of these terms and conditions even if certain provisions are found to be invalid or unenforceable. It ensures that the rights and obligations of the parties remain intact and that the overall purpose and intent of these terms and conditions are upheld.

Users acknowledge and agree that if any provision is determined to be invalid, unlawful, or unenforceable, they will not challenge or contest the remaining provisions of these terms and conditions. The severability provision reflects the parties' intention to create a valid and enforceable agreement to the fullest extent possible under the law.

By using X-Tokenize, users acknowledge and agree to the severability provision and its implications for the enforceability of these terms and conditions.

### **Non-Financial Services and Educational Use:**

X-Tokenize, Market Kings LLC, and its contributors explicitly state that they do not offer any financial services through the platform. The use of X-Tokenize does not constitute the provision of financial advice, investment advice, or any form of financial services. The platform is strictly intended for educational purposes and the demonstration of features found on the XRPL.

Users should be aware that X-Tokenize is not designed to facilitate financial transactions or provide payment services, trading services, account services, or funding capabilities. It does not serve as an on-ramp or off-ramp for fiat currencies or cryptocurrencies. All functionalities and tools provided on X-Tokenize are for educational purposes only, aimed at enhancing users' understanding of cryptocurrency, blockchain technology, and related concepts.

Market Kings LLC, X-Tokenize, and its contributors do not endorse or recommend the use of X-Tokenize with real monetary value, and users should not interpret any features, tools, or information provided on the platform as a means to engage in financial activities. Users are solely responsible for any consequences that may arise from using X-Tokenize in a manner that contradicts this statement.

It is strongly advised that users do not disclose any personal financial information, including private keys, wallet addresses, or any other sensitive information associated with real cryptocurrencies or financial accounts on the X-Tokenize platform. Market Kings LLC, X-Tokenize, and its contributors shall not be held liable for any loss, damage, or unauthorized access to users' personal financial information shared on the platform.

Please note that while this section clarifies the non-financial nature of X-Tokenize and emphasizes its educational purpose, users should exercise caution and seek professional advice regarding any financial decisions or actions. The educational content provided on the platform should not be considered a substitute for professional

financial advice. Users are encouraged to consult with qualified professionals and conduct independent research before making any financial decisions.

By using X-Tokenize, users acknowledge and agree to the non-financial nature of the platform, its strict educational purpose, and the need to exercise caution when dealing with financial matters.

### **General Liability:**

Market Kings LLC, X-Tokenize, and its contributors shall not be liable for any direct, indirect, incidental, consequential, or exemplary damages arising from the use or inability to use X-Tokenize. This includes, but is not limited to, damages for loss of profits, data, or other intangible losses, even if Market Kings LLC, X-Tokenize, or its contributors have been advised of the possibility of such damages.

Users acknowledge and agree that their use of X-Tokenize is at their own risk. Market Kings LLC, X-Tokenize, and its contributors shall not be held responsible for any errors, omissions, inaccuracies, or disruptions in the platform's operation. While reasonable efforts are made to ensure the accuracy and reliability of the information provided, Market Kings LLC, X-Tokenize, and its contributors make no warranties or representations regarding the completeness, timeliness, or accuracy of the content.

Market Kings LLC, X-Tokenize, and its contributors shall not be liable for any damages or losses resulting from the actions, errors, or misconduct of third parties, including but not limited to other users, service providers, or external websites linked to from X-Tokenize. Users are responsible for evaluating the reliability, trustworthiness, and security of any third-party services or content accessed through X-Tokenize.

Furthermore, Market Kings LLC, X-Tokenize, and its contributors shall not be held liable for any damages or losses resulting from events beyond their control, including but not limited to acts of nature, governmental restrictions, technical issues, or any other force majeure events.

It is the responsibility of users to maintain the security of their own devices, accounts, and access credentials when using X-Tokenize. Market Kings LLC, X-Tokenize, and its contributors shall not be liable for any damages or losses caused by unauthorized access to users' accounts, security breaches, or any other cybersecurity incidents.

Users agree to indemnify and hold harmless Market Kings LLC, X-Tokenize, and its contributors from any claims, demands, or damages arising out of or in connection with their use of X-Tokenize or any violation of the terms and conditions.

In jurisdictions where the exclusion or limitation of liability is not allowed, the liability of Market Kings LLC, X-Tokenize, and its contributors shall be limited to the maximum extent permitted by law.

By using X-Tokenize, users acknowledge and accept that Market Kings LLC, X-Tokenize, and its contributors shall not be liable for any damages, losses, or harm incurred, and they release Market Kings LLC, X-Tokenize, and its contributors from any such liability. Users are advised to use X-Tokenize responsibly and exercise caution while accessing and utilizing its features and functionalities.

**Disclaimer of Endorsement:**

Market Kings LLC, X-Tokenize, and its contributors do not endorse, guarantee, or recommend any specific products, services, websites, or individuals mentioned or referenced within X-Tokenize unless explicitly stated otherwise. Any mention of third-party entities, including trademarks, logos, or software, within X-Tokenize is for educational and informational purposes only.

The inclusion of any third-party references or links within X-Tokenize does not imply endorsement, sponsorship, or affiliation with Market Kings LLC, X-Tokenize, or its contributors. Market Kings LLC, X-Tokenize, and its contributors shall not be held responsible for the accuracy, reliability, or quality of any content, products, or services provided by external entities.

Users acknowledge and agree that any interactions, transactions, or engagements with third-party entities, whether initiated through X-Tokenize or as a result of information obtained from X-Tokenize, are solely at their own risk. It is the responsibility of users to exercise due diligence, conduct independent research, and make informed decisions before engaging with any third-party products, services, or individuals.

Market Kings LLC, X-Tokenize, and its contributors shall not be liable for any damages, losses, or disputes arising from or in connection with users' interactions with third-party entities mentioned or linked within X-Tokenize. Users are encouraged to review the terms and conditions, privacy policies, and any other relevant documentation of external entities before engaging in any transactions or activities.

The educational content provided within X-Tokenize is for informational purposes only and should not be construed as an endorsement or recommendation of any specific products, services, or individuals. Users are advised to exercise their own judgment and discretion when evaluating and engaging with third-party entities.

Market Kings LLC, X-Tokenize, and its contributors disclaim any liability for the actions, claims, or liabilities arising from users' interactions with third-party entities, whether initiated through X-Tokenize or otherwise.

By using X-Tokenize, users acknowledge and accept that any engagement with third-party entities is at their own risk, and they release Market Kings LLC, X-Tokenize, and its contributors from any liability or responsibility arising from such engagements. Users are responsible for exercising caution, conducting independent research, and making informed decisions regarding any interactions with third-party entities.

#### **Entire Agreement:**

These Terms and Conditions, along with any additional agreements, policies, or guidelines referenced herein, constitute the entire agreement between the user and Market Kings LLC regarding the use of X-Tokenize. They supersede any prior agreements, understandings, or representations, whether oral or written, relating to the subject matter herein.

Any modifications or amendments to these Terms and Conditions must be agreed upon in writing by both parties. In the event of any conflict or inconsistency between these Terms and Conditions and any other agreements or policies, these Terms and Conditions shall prevail.

The failure of Market Kings LLC to enforce any provision of these Terms and Conditions shall not be construed as a waiver of such provision or the right to enforce it at a later time. If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

The user acknowledges and agrees that there are no third-party beneficiaries to these Terms and Conditions. These Terms and Conditions are solely for the benefit of the user and Market Kings LLC.

The headings and section titles in these Terms and Conditions are provided for convenience and reference purposes only and shall not be considered in the interpretation or construction of these Terms and Conditions.

By using X-Tokenize, the user agrees to be bound by these Terms and Conditions in their entirety and acknowledges that they have read, understood, and accepted all provisions contained herein.

### **Updates and Modifications:**

Market Kings LLC reserves the right to update, modify, or revise these Terms and Conditions at any time without prior notice. Any changes or amendments will be effective immediately upon posting on the X-Tokenize platform or notifying users through other means deemed appropriate by Market Kings LLC.

It is the responsibility of the user to regularly review these Terms and Conditions to stay informed of any updates or modifications. By continuing to use X-Tokenize after changes have been made, the user agrees to be bound by the revised Terms and Conditions.

Market Kings LLC may also introduce new features, tools, or functionalities to X-Tokenize, or modify or discontinue existing ones, at its sole discretion and without liability to the user. Such changes may be accompanied by additional terms and conditions or policies that govern the use of those features.

Users are advised to review any additional terms and conditions or policies that accompany new features or modifications to existing features. By using or accessing these new or modified features, the user agrees to abide by the corresponding terms and conditions or policies.

Market Kings LLC shall not be liable to the user or any third party for any modifications, suspensions, or discontinuations of X-Tokenize or its features, or for any impacts or consequences resulting from such actions.

It is recommended that users periodically visit the X-Tokenize platform or check their communication channels for any updates or modifications to these Terms and Conditions or other relevant policies.

By continuing to use X-Tokenize, the user acknowledges and agrees to be bound by any updates or modifications to these Terms and Conditions.

### **Conclusion:**

These Terms and Conditions constitute the entire agreement between the user and Market Kings LLC regarding the use of X-Tokenize. By accessing, browsing, or using X-Tokenize, the user acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions.

It is important for users to review and understand these Terms and Conditions carefully before using X-Tokenize. If the user does not agree with any provisions outlined in these Terms and Conditions, they should refrain from accessing or using X-Tokenize.

These Terms and Conditions supersede any prior agreements, discussions, or understandings, whether oral or written, relating to the subject matter herein.

Market Kings LLC reserves the right to assign or transfer these Terms and Conditions, in whole or in part, to any third party without prior notice or user consent. However, users shall not assign or transfer their rights or obligations under these Terms and Conditions without the explicit written consent of Market Kings LLC.

If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

The failure of Market Kings LLC to enforce any rights or provisions of these Terms and Conditions shall not constitute a waiver of such rights or provisions, unless explicitly stated otherwise in writing.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of law provisions. Any disputes arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the state and federal courts located in Delaware.

Thank you for using X-Tokenize and we appreciate your compliance with these Terms and Conditions.

