TERMS OF USE

Effective Date: November 6, 2026

These Terms of Use (these "**Terms**") are a legally binding agreement between (a) you, the end user ("you," "your"); and (b) XV Exchange, LLC ("XV Exchange," "STX," "we," "us," "our"). These Terms govern your access of the software, services, websites, and applications (collectively, the "**Services**") offered by XV Exchange through our website located at www.stxapp.io and our mobile applications (collectively, the "**Site**"). Your use of the Services in the U.S. is subject to all applicable federal laws and regulations of the U.S. and these Terms. XV Exchange is a U.S. Commodity Futures Trading Commission ("**CFTC**") designated contract market ("**DCM**").

Please read these Terms carefully.

ACCEPTANCE OF THESE TERMS. YOU MUST BE AT LEAST THE AGE OF MAJORITY IN YOUR STATE OF RESIDENCE TO USE THE SITE AND THE SERVICES. BY ENTERING, ACCESSING, BROWSING, SUBMITTING INFORMATION TO, OR OTHERWISE USING THE SITE AND THE SERVICES, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE SITE OR THE SERVICES. By accessing or using the Site and the Services, you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by these Terms, including our Privacy Policy, which is incorporated into these Terms by reference.

CHANGES TO THESE TERMS. As we improve the Services or the Site, we may need to update these Terms to provide for changes in the Services, fees associated with the Services, to comply with law or regulations, or to comply with guidance or recommendation from a regulatory body. We may change any aspect of these Terms upon prior written notice to you by electronic mail to the address that you provide when you register your account. The revised version of the Terms will be effective immediately upon posting. If you do not accept the change(s), your remedy will be to cease further use of the Services.

COMPLIANCE WITH LAW. Please note that the Services are not for use by persons under the age of majority in their state of residence. You are not permitted to participate in the Services if you are (1) under the age of majority in your state of residence, and/or (2) physically located outside of the United States. If it comes to XV Exchange's attention through what it considers to be reliable means that a registered user is a person under the age of majority in their state of residence, physically located outside the United States, or is otherwise not permitted to use the Services, XV Exchange will use the resources available to it and XV Exchange shall not be liable for any loss, damages or harm which you may suffer or incur as a result. You understand and accept that XV Exchange is unable to provide, and is not providing, you with any legal advice or assurances and that it is your sole responsibility to ensure that at all times you comply with the

laws that govern you and that you have the complete legal right to use the Services. Any use of the Services is at your sole option, discretion and risk. By using the Services, you acknowledge that you do not find the Services to be objectionable, unfair or inappropriate in any way.

CONFIRMING LOCATION. To confirm your location, we may use third-party methods to track the location of your desktop, laptop, or mobile device. If we are unable to confirm your location for any reason to our satisfaction, you will not be allowed to open an account or use the Services. We will handle all location information collected in accordance with our Privacy Policy.

LICENSE TO USE THE SITE AND THE SERVICES. Provided you comply with these Terms and our Privacy Policy, we grant you a personal, limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Site and use the Services, but retain all proprietary rights to the Services. All rights not specifically granted under these Terms are reserved by XV Exchange and, as applicable, XV Exchange's licensors. The Services are licensed for your personal use only, on a device that you exclusively control. Your license confers no title or ownership in the Services and should not be construed as a sale of any rights in the Services. In order to grant you this license, you may need to submit certain personal information to us, which may include payment information. To learn how we collect, store, use and share your information, please read our Privacy Policy, the terms of which are hereby incorporated into these Terms by reference. We reserve the right to refuse, restrict, or discontinue the Services or your (or any other person or entity) access to the Site (or any portions, components, or features of the Site) for any reason or for no reason whatsoever, at any time, without notice or liability.

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YOUR OBLIGATIONS AND RESPONSIBILITIES. With respect to your access and/or use of the Site and the Services, you must always comply with these Terms, and at all times act in accordance with all applicable laws and regulations and in good faith. It is strictly prohibited to use or contact the Site and the Services to harass or disparage XV Exchange, its personnel or the Services. No unsolicited electronic messages (spam) may be directed to or through the Site or the Services. You may not use the Site or the Services in order to transmit, distribute, display, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe, violate or misappropriate the copyright, patent, trademark, trade secret or other intellectual property rights of others or violate the privacy or publicity or other personal rights of others, or (c) that is libelous, obscene, threatening, abusive or hateful. If you default negligently or willfully in any of the obligations set forth in these Terms (including our Privacy Policy), you shall

be liable for any and all of the losses and damages that such default may cause to XV Exchange, our affiliates, partners or licensors.

REGISTRATION. To use the Services, you must first open an account with XV Exchange, which will require that you provide certain personal information to us, such as your full name, alias/preferred name, country of residence, e-mail address, mailing address, telephone number(s), identification information, date of birth, descriptive occupation, billing information, credit card or bank account information.

In addition to the above, XV Exchange will need to verify your identity in order to complete the account registration. For identification verification purposes only, we or our third-party verification provider may verify your identity with your telecommunications provider, and/or a credit bureau and access your credit file. This will not affect your credit score. For compliance purposes, other personal information may be collected from you which, when requested, is a mandatory condition to use the Services.

SECURITY. You are responsible for protecting the confidentiality and security of your account information, including email address, account name and password, API keys and any other access credentials, and you acknowledge and agree that you should not share such information with anyone. You are prohibited from allowing others to access your account and are solely responsible for all activity that occurs in your account. Every person who identifies themselves by entering a correct username and password is assumed by us to be the rightful holder of the account and all transactions will be regarded as valid. We will not be liable for any loss you suffer whatsoever as a result of any unauthorized use of your login details or any use of your login details by anyone other than you. If you believe your account is being misused by a third party, please contact us so we may suspend your account to prevent further abuse.

If you have forgotten your password, you can click the "Forgot Password" link on the login page. You will be prompted to provide your email address. A link will be emailed which will direct you to a change password page. Once you have successfully changed your password, you can proceed to login.

USE OF THE SERVICES. You agree to keep your account information secret and confidential and to not allow anyone not identified to XV Exchange to use or have access to it. You agree to only use the Services on your own behalf and not on behalf of anyone else, whether as an agent, intermediary or otherwise. Any participation in the Services is at your sole choice, discretion, and risk. Use of the API is further subject to the section titled API ACCESS.

API ACCESS.

(a) Availability and Eligibility. XV Exchange may make application programming interfaces, related documentation, credentials and data (collectively, the "API") available to account holders who meet the eligibility criteria established by XV Exchange from time to time.

The API is not available to any account that is suspended, restricted or closed or, where applicable, self-excluded or on a break.

(b) Own Account Only. Use of the API is limited to facilitating your own trading on XV Exchange. You may not use the API to facilitate trading or account creation by any other person, or sublicense the API for use by a third party.

(c) Credentials. You must secure your API keys, credentials and application to prevent third parties from accessing them. You are responsible for all use that occurs under your account and API credentials, whether or not authorized by you. You must notify XV Exchange immediately if you know or have reason to believe your API credentials have been disclosed to any person not authorized by XV Exchange and by you. XV Exchange may revoke or reissue API credentials at any time.

(d) Orders. You are responsible for all Orders submitted through the API for your account and accepted by XV Exchange, which are subject to the XV Exchange Rulebook. You must monitor any application you use with the API and ensure adequate controls are in place to prevent erroneous, duplicative or excessive orders or messages, or other activity that may be deemed detrimental or disruptive to XV Exchange. You must use the API efficiently and responsibly and follow the API documentation and generally accepted best practices, including retrying failed requests with exponential backoff and a bounded number of retries. You are solely responsible for the design, testing, operation and performance of any application, algorithm or automated system you use to access the Services. Any sample code XV Exchange provides is for illustrative purposes only and is provided "as is," without warranty of any kind. The API may include open-source or third-party software, which is made available to you under the terms of the applicable licenses.

(e) Rate Limits. XV Exchange enforces order rate limits and other limits on API usage to protect the integrity of the Exchange and ensure fair access for all Members. XV Exchange may update these limits, consistent with Rule 5.4(a)(1), whenever needed to protect the integrity of the Exchange, including without prior notice where necessary. You agree to such limitations and will not attempt to circumvent them.

(f) Prohibited Conduct. You may not use the API to: (i) violate the Rulebook, including Rule 5.12; (ii) interfere with or disrupt the API or XV Exchange systems; (iii) monitor the availability, performance or functionality of the API, or for benchmarking or competitive purposes; (iv) access or attempt to access data belonging to any other Member; (v) induce any person to provide their XV Exchange login credentials or API keys to you or to any other website or application; or (vi) transmit data to XV Exchange other than through a secure, encrypted channel designated by XV Exchange.

(g) Data. Market data obtained through the API is the property of XV Exchange. You may use it only for your own internal business purposes, including your own trading, and may not distribute, sell, retransmit or create derivative works from it. This does not limit your rights in data you submitted to XV Exchange, as provided in Rule 11.1(c) of the Rulebook.

(h) Monitoring and Audit. XV Exchange may inspect and audit any records or activity related to your access to or use of the API. You must respond promptly to requests for information

about your use of the API and cooperate fully, in accordance with Rule 3.2 of the Rulebook.

(i) Changes, Suspension and Termination. XV Exchange may update the API without prior notice and will make a best effort to provide advance notice of major changes. XV Exchange may suspend, restrict or terminate your API access in accordance with the Rulebook, including Rules 3.3 and 9.6. Termination of API access does not affect your obligations with respect to open positions. XV Exchange shall not be liable to you or any third party for any loss, cost or damage arising from any change to the API or any suspension, restriction or termination of your API access.

(j) API Documentation. Your use of the API is also subject to the API documentation published by XV Exchange. In the event of a conflict between these Terms, the API documentation and the Rulebook, the Rulebook controls.

COMMUNITY FEATURES. XV Exchange may offer optional community features, such as leaderboards and public profiles. Participation is optional, and you can turn it on or off at any time in your account settings. If you participate, information you choose to share, such as your display name ("handle"), avatar and rankings or statistics based on your activity on the Services, may be visible to other members and to people who do not have an account. Your handle and any content you provide must comply with these Terms and must not impersonate anyone, include personal information, or be abusive or offensive. XV Exchange may reject, change or remove any handle or content, and may limit or end your participation, including while your account is self-excluded, on a break, suspended or closed. Rankings and statistics are provided for information only. They are not advice, a recommendation or an endorsement, and they are not a promotion or an offer of any prize. XV Exchange may change or discontinue these features at any time.

PAYMENT SERVICES. Bank account deposits and withdrawals are facilitated by our third-party payment service provider, Aero Payments, Inc. ("Aeropay"). By using Aeropay, you authorize Aeropay to verify your bank account and process electronic transfers on your behalf, and you agree to the Aeropay End User Terms of Service and acknowledge the Aeropay Privacy Policy.

CHANGES IN FUNCTIONALITY. By accepting these Terms, you agree that XV Exchange is permitted to limit, deny, update, or cancel some or all of the functionality of the Services at any time. You agree to bear the risks of and hold XV Exchange harmless for any and all effects that a change in functionality may have on your ability to use the Services. XV Exchange may require, as a condition to your continued access to the Services, your acceptance of software updates, improvements, corrections, adaptations, conversions, or any other changes to the Services.

TRADEMARK. All XV Exchange and STX brands are trademarks of XV Exchange and its parents and affiliates and may not be copied, imitated, or used, in whole or in part, without our prior written permission. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks, or trade dress of XV Exchange or its affiliates or licensors and may not be copied, imitated, or used, in whole or in part, without our prior written permission. Other

trademarks, product names and company names and logos displayed on the Site and in the Services are the property of their respective owners. You will not at any time contest, or assist any other person in contesting, the validity or ownership of any XV Exchange or STX trademark. You may not issue any press release, public announcement, or promotional or marketing material that references XV Exchange, STX, the Services or the API, or that states or implies any affiliation with or endorsement by XV Exchange, without our prior written approval. This restriction does not apply to communications with any governmental or regulatory authority.

COPYRIGHT AGENT. XV Exchange has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with relevant copyright laws. If you believe a copyright is being infringed by a user of the Site or by XV Exchange, please provide written notice meeting all of the requirements of the Digital Millennium Copyright Act ("DMCA") to XV Exchange's designated agent by sending an email to contactus@stxapp.io or by mail to 2700 Patriot Blvd., Suite 140, Glenview, IL 60026.

Your written notice must:

- contain your physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- identify the allegedly infringing material in a sufficiently precise manner to allow us to locate the material;
- contain adequate information by which we can contact you (including mailing address, telephone number and e-mail address);
- contain a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, the copyright owner's agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf; and
- contain a statement that the information in the written notice is accurate.

Before you file your Notice, please carefully consider whether or not the use of the copyrighted material at issue is protected by the Fair Use doctrine. If you file a DMCA Notice when there is no infringing use, you could be liable for costs and attorneys' fees. Please do not send notices or

inquiries unrelated to alleged copyright infringement to our designated agent.

YOUR AGREEMENT REGARDING XV EXCHANGE'S INTELLECTUAL PROPERTY. The Services contain copyrighted materials, trade secrets and other proprietary material. You acknowledge that the source code remains a confidential trade secret of XV Exchange. You acknowledge and agree that you shall not reverse engineer, decompile, modify, publicly display, prepare derivative works based on, disassemble, or otherwise reproduce or provide others with the Services or any portion or component of the Services. You may not sell, assign, sublicense, rent, lease, lend, or directly or indirectly transfer the Services to any third party. Any assignment in violation of these Terms is void. You also agree not to remove or modify any copyright notice or trademark legend, author attribution, or other notice placed on or contained on the Site or in the Services.

CONFIDENTIALITY. In connection with the Services, including the API, XV Exchange may provide you with non-public information relating to XV Exchange, the Services or the API ("Confidential Information"). You may use Confidential Information solely as necessary to exercise your rights under these Terms, may not disclose it to any third party without our prior written consent, and must protect it from unauthorized use, access and disclosure. Nothing in these Terms prohibits or restricts you from communicating directly with, responding to an inquiry from, or providing information to the CFTC or any other governmental, regulatory or self-regulatory authority, or from making any disclosure protected under applicable whistleblower law, in each case without notice to XV Exchange.

FEEDBACK. If you provide XV Exchange with any feedback, suggestions or comments regarding the Services or the API ("Feedback"), you hereby grant XV Exchange a fully paid-up, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, transferable and sublicensable license, under all of your intellectual property rights, to use, copy, modify, create derivative works of, distribute, publicly perform and display, and otherwise exploit such Feedback for any purpose, without any obligation or compensation to you.

ANTI-MONEY LAUNDERING. We strictly adhere to anti-money laundering rules and regulations, which require that we report certain transactions to authorities. We will report any suspicious behavior to the relevant law enforcement and regulatory authorities.

SECURITY CHECKS, REVIEWS AND RELEASES. XV Exchange reserves the right to verify your identity and the fidelity of the information you have supplied by making various security and ID checks. If you fail or refuse on request to comply and sign a security request from XV Exchange, XV Exchange reserves the right to void your account.

ABUSIVE OR OFFENSIVE LANGUAGE. Abusive or offensive language will not be tolerated on the Site or in the Services or with XV Exchange's staff. Any violation of this policy may result in a suspension of playing privileges or such other action as may be required by XV Exchange to ensure compliance.

SECURITY REVIEW. In order to maintain the level of security and integrity in the system, XV Exchange reserves the right to conduct a security review at any time in order to verify identity, age, the registration data provided by you, in order to verify your use of the Services, including

but not limited to your compliance with these Terms and the policies of XV Exchange and your financial transactions carried out via the Services for potential breach of these Terms and of applicable law. As such you authorize us and our agents to make any inquiries of you and for us to use and disclose to any third party we consider necessary to validate the information you provide to us or should provide to us in accordance with these Terms, including but not limited to, ordering a credit report and/or otherwise verifying the information against third party databases, including with your telecommunications provider. In addition, to facilitate the security reviews, you agree to provide such information or documentation as needed to XV Exchange at its discretion.

COMPLAINTS AND NOTICES. In the event of you having any complaints, claims or disputes (collectively "Complaint") with regard to any outcome regarding the Services or any activity provided by XV Exchange, you must submit your Complaint to XV Exchange in writing as soon as is reasonably practicable following the date of the original transaction to which the Complaint refers. Complaints may be submitted by email to contactus@stxapp.io or by mail to 2700 Patriot Blvd., Suite 140, Glenview, IL 60026, and we will work to resolve the Complaint within 90 days of receiving said notice. Any notice we give to you will be sent to the email address that you provide when you register your account. It is your responsibility to give us notice of any changes to this address. Complaints by players about unfair treatment, cheating, and collusion will be investigated. Report any suspicious betting and/or activity to contactus@stxapp.io.

GOVERNING LAW AND CHOICE OF FORUM: These Terms shall be governed by and construed in accordance with the laws of the State of Illinois. Any dispute between XV Exchange and You arising from or in connection with this Agreement will be settled in accordance with the procedures set forth in the XV Exchange Rulebook.

DISPUTE RESOLUTION. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

YOU AGREE THAT BY USING THE SITE AND THE SERVICES, YOU AND XV EXCHANGE ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AND XV EXCHANGE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

You and XV Exchange agree that any and all claims and disputes arising from or relating in any way to the subject matter of these Terms, your use of the Site, or your and XV Exchange's dealings with one another shall be finally settled and resolved through BINDING INDIVIDUAL ARBITRATION as described in this section. This agreement to arbitrate is intended to be interpreted broadly.

You and we agree that all challenges to the validity and applicability of the arbitration provision—

i.e. whether a particular claim or dispute is subject to arbitration—shall be determined by the arbitrator. Notwithstanding any provision in these terms to the contrary, if the class-action waiver above is deemed invalid or unenforceable, neither you nor we are entitled to arbitration. If the arbitration provision in this section is found unenforceable or to not apply for a given dispute, then the proceeding must be brought exclusively in the courts of competent jurisdiction of Illinois, and you agree to submit to the personal jurisdiction of these courts for the purpose of litigating such claims or disputes, and you still waive your right to a jury trial, waive your right to initiate or proceed in a class or collective action, and remain bound by any and all limitations on liability and damages included in these Terms. This arbitration agreement will survive termination of your use of the Site and your relationship with XV Exchange.

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BY USING THE SITE AND THE SERVICES, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU: (A) ASSUME ALL RISK OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR THE SERVICES; (B) IRREVOCABLY WAIVE ALL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) THAT MAY OCCUR AS A RESULT OF YOUR USE OF THE SITE OR THE SERVICES; (C) EXPRESSLY AGREE TO RELEASE AND DISCHARGE XV EXCHANGE, AND ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE SITE AND THE SERVICES; AND (D) YOU VOLUNTARILY WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST XV EXCHANGE FOR LOSSES OR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, INCLUDING ANY CLAIM BASED ON ALLEGED NEGLIGENCE ON THE PART OF XV EXCHANGE AND ITS AGENTS AND EMPLOYEES. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY

UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. EACH MEMBER OF XV EXCHANGE AGREES THAT IT MAY NOT BRING ANY ACTION AGAINST AN XV EXCHANGE PARTY UNLESS IT BRINGS SUCH ACTION WITHIN 2 YEARS OF THE FIRST OCCURRENCE OR LACK OF OCCURRENCE OF THE ACT OR OMISSION COMPLAINED OF. EACH MEMBER OF XV EXCHANGE AGREES THAT ANY ACTION IT BRINGS AGAINST AN XV EXCHANGE PARTY OR AGAINST ANOTHER XV EXCHANGE MEMBER WILL BE RESOLVED BY BINDING ARBITRATION, IN ACCORDANCE WITH THE RULES OF THIS CHAPTER AND OTHER RULES OF XV EXCHANGE, IF APPLICABLE.

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