

## LEGAL NOTICE

### 1. WHO WE ARE

- 1.1. GOLIVE ENTERTAINMENT HOLDING ESPAÑA, S.L. (“XAVECOIN”, “WE” or/and “US”) (“XAVE”, “WE” or/and “Us”) with address at Mogoda 1, local 6, Polígono Industrial Can Salvatella, Barbera del Valles (08130), Spain with official address [hello@xavecoin.com](mailto:hello@xavecoin.com). XAVE as a limited company is registered in the Mercantile Registry of Barcelona, Spain, with VAT number B67446641.

### 2. PURPOSE

- 2.1. These are the conditions of use that regulate the access, navigation and use of the website [www.xavecoin.io](http://www.xavecoin.io), [www.xavecoin.com](http://www.xavecoin.com), [xavecoin.io](http://xavecoin.io) and [xavecoin.com](http://xavecoin.com) (hereinafter, “Website”), as well as the responsibilities derived from the use of its contents (understanding by "contents" the texts, graphics, drawings, designs, codes, software, photographs, music, videos, sounds, databases, images, expressions and information, as well as any other creation protected by national laws and international treaties on intellectual and industrial property).
- 2.2. The access, navigation or the mere use of the Website attributes the condition of user and implies the full and unreserved adherence of the same to the conditions of use that XAVE has published at each moment at the time the user accesses the Website. Consequently, the user must read these general conditions carefully. In this sense, the user will be understood as the person who accesses, browses, uses, or participates in the services and activities, free or onerous, developed on the Website (hereinafter, the “User”), and the User must make a correct use of the Website in accordance with the laws, good faith, public order, traffic uses and this legal notice, responding to XAVE or to third parties, of any damages that may be caused as a result of the breach of said obligation.
- 2.3. Before using the services and / or contracting the products of XAVE, the User must carefully read the corresponding general / particular contract conditions created for this purpose by XAVE. The use and / or contracting of the products through the Website implies the acceptance of the general contracting conditions (hereinafter, “[Terms & Conditions](#)”), or the contract signed between XAVE and the User, where appropriate.
- 2.4. Likewise, the domain name and Website, owned by XAVE, may not be used in connection with other content, products or services that are not owned by XAVE in any way that may cause confusion between end users or the discredit of XAVE.
- 2.5. On the other hand, XAVE may enable third parties to advertise or provide their services, either by inserting links to their respective web pages or through banners. In these cases, XAVE will not be responsible for establishing the general and conditions to be considered in the use, provision or contracting of these services by third parties and, therefore, may not be held responsible for them.

### 3. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 3.1. XAVE is the owner or has obtained the corresponding license on the rights of exploitation of intellectual and industrial property of the Website, as well as of the rights of intellectual, industrial and image property on the contents and products available through it.
- 3.2. In no case will it be understood that the access and navigation of the User through the Website or the acquisition of the products of XAVE offered through the Website, implies a waiver, transmission, license or total or partial assignment of said rights by XAVE, understanding that the User does not have permission from XAVE to make any type of modification to the Website, or the intellectual or industrial property rights of XAVE.
- 3.3. It is also prohibited to modify, copy, reuse, exploit, reproduce, communicate publicly, make second or subsequent publications, upload files, send by mail, transmit, use, treat or distribute in any way all or part of the contents and products included on the Website for public or commercial purposes, if you do not have the express and written authorization of XAVE or, where appropriate, the holder of the rights to which it corresponds.

### 4. ACCESS

- 4.1. Access to the Website by Users is free, however, some of the services and products offered by XAVE are subject to the [Terms & Conditions](#) and/or the contract signed between XAVE and the User respectively.
- 4.2. When it is necessary for the User to register or provide personal data to be able to access any of the specific services, for example, the request for news or information or the contracting of products, he/she accepts the collection and processing of personal data of the Users and the provisions of the [Privacy Policy](#) and the [Cookies Policy](#) shall be applicable.
- 4.3. The contracting of products and services through the Website by minors is prohibited, and must duly obtain the consent of their parents, guardians or legal representatives, which will be considered responsible for the acts originated from the minors under their care, in accordance with current regulations.

### 5. USE OF THE WEBSITE

- 5.1. The contents and products offered through the Website or contract signed between XAVE and the User are provided only to end users. Any unauthorized commercial use of them, or their resale, is prohibited, unless prior written authorization from XAVE is available or it is a product specially designed for resale or distribution and is determined by XAVE.
- 5.2. If, for the use and / or contracting of a service on the Website, the User should proceed to his registration, he will be responsible for providing truthful and lawful information. If, as a result of the registration, the User is provided with a

password, he / she undertakes to make diligent use and keep the password secret to access these services. Consequently, Users are responsible for the proper custody and confidentiality of any identifiers and / or passwords that are provided by XAVE and undertake not to assign their use to third parties, either temporary or permanent, or to allow their access to outsiders. It will be the User's responsibility for the unlawful use of the services by any illegitimate third party that uses a password for this purpose due to non-diligent use or loss thereof by the User.

- 5.3. By virtue of the foregoing, it is the obligation of the User to immediately notify XAVE of any event that allows the improper use of identifiers and / or passwords, such as theft, loss, or unauthorized access to them, in order for XAVE to proceed to its immediate cancellation. Until such events are communicated, XAVE will be exempted from any liability that may arise from the improper use of identifiers or passwords by unauthorized third parties.
  
- 5.4. The access, navigation and use of the Website is the responsibility of the User, so the User undertakes to diligently and faithfully observe any additional instruction given by XAVE or by authorized XAVE personnel regarding the use of the Website and its contents and products. Therefore, the User undertakes to use the contents and products in a diligent, correct, and lawful manner and undertakes to refrain from:
  - a. to use them for purposes or effects contrary to the law, morality, generally accepted good customs or public order and instructions received from XAVE.
  - b. reproduce or copy, distribute, allow public access through any form of public communication, transform or modify the contents or products, unless you have the authorization of the owner of the corresponding rights or it is legally permitted.
  - c. use the contents and products and, in particular, the information of any kind obtained through the page or the services to send advertising, communications for the purpose of direct sales or with any other kind of commercial purpose, unsolicited messages addressed to a plurality of people regardless of their purpose, as well as to refrain from marketing or disclosing such information in any way.
  - d. introducing computer viruses into the network or carrying out actions that could alter, damage, interrupt or generate errors or damages in the electronic documents, data or physical and logical systems of XAVE or third parties; as well as hinder the access of other users to the website and its services through the massive consumption of computer resources through which XAVE provides its services.
  - e. try to access the email accounts of other users or restricted areas of the computer systems of XAVE or third parties and, where appropriate, extract information.
  - f. breach intellectual or industrial property rights, as well breach the confidentiality of information from XAVE or third parties.
  - g. impersonate the identity of another user, public administrations or a third party.

- h. reproduce, copy, distribute, make available or in any other way communicate publicly, transform, or modify the contents, unless you have the authorization of the owner of the corresponding rights or it results.
- 5.5. In order for the Users to use the products and / or services of XAVE must complete the Know Your Customer (KYC) process inside the platform, where various information to be provide by the User is requested, and different documents must be signed. A User will not be able to use any product and / or service, until XAVE has thoroughly reviewed all the documentation. In case of provide false or misleading information, XAVE reserves the right to initiate the proceedings it best deems fits and send the information to the corresponding public administrations.

## 6. EXCLUSION OF GUARANTEES AND RESPONSIBILITY

- 6.1. The content of this website is of a general nature and is for informational purposes only, therefore, XAVE does not fully guarantee access to all content, nor its completeness, correctness, validity or timeliness, nor its suitability or usefulness for a specific purpose. XAVE excludes, to the extent permitted by the legal system, any liability for damages of any kind arising from:
  - a. The inability to access the website or the lack of completeness and / or topicality of the contents.
  - b. The presence of viruses or other elements in the contents that may cause alterations in computer systems, electronic documents, or user data.
  - c. Failure by Users of the laws, good faith, public order, traffic uses and this legal notice as a result of improper use of the website.
- 6.2. Likewise, XAVE declines any responsibility with respect to the information found outside of this website and is not directly managed by our staff. The function of the links that appear on this website is exclusively to inform the user about the existence of other sources likely to expand the contents offered by this website. XAVE does not guarantee or take responsibility for the operation or suggests, invites, or recommends a visit to them, so it will not be responsible for the result obtained. XAVE is not responsible for the establishment of hyperlinks by third parties. However, XAVE declares that it has adopted all the necessary measures, within its possibilities and the state of technology, to guarantee the functioning of the Website and prevent the existence and transmission of viruses and other harmful components to Users.
- 6.3. In the cases in which third parties sell or promote their services or products through the Website:
  - a. It will be necessary to clearly state which company is the one that offers or promotes such services or products and their characteristics.
  - b. The consideration of XAVE as a mere intermediary in said services.
  - c. The identification of the third company that sells or promotes its services or products through the Website as the sole responsible in relation to such services or products.

## 7. LINKS (TO OTHER WEB SITES)

- 7.1. On the Website, the User may find links to other websites through different buttons, links, banners, etc., which are managed by third parties. XAVE has no power or human or technical means to know, control or approve all the information, content, products, or services provided by other websites to which links are established from the Website. Consequently, XAVE cannot assume any responsibility for any aspect related to the web page to which a link is established from the Website, specifically, by way of example and not tax, on its operation, access, data, information, files, quality and reliability of its products and services, its own links and / or any of its contents, in general. In this sense, if the Users had effective knowledge of the illegality of activities carried out through these third-party web pages, they must immediately notify XAVE in order to disable the access link to it.
- 7.2. The establishment of any type of link by the Website to another third-party website does not imply that there is any kind of relationship, collaboration, or dependence between XAVE and the person responsible for the third-party website.
- 7.3. If any User, entity, or website wishes to establish any type of link to the Website, they must comply with the following stipulations:
  - a. The link may only be directed to the Main Page or Home of the Website, unless expressly authorized in writing by XAVE.
  - b. The link must be absolute and complete, that is, it must take the User, by one click, to the URL of XAVE [www.xavecoin.io](http://www.xavecoin.io) or [www.xavecoin.com](http://www.xavecoin.com) and must fully cover the entire screen extension of the [www.xavecoin.io](http://www.xavecoin.io) or [www.xavecoin.com](http://www.xavecoin.com) Home Page. In no case, unless authorized by XAVE expressly and in writing, the website that makes the link may reproduce, in any way, the Website, include it as part of its website or within one of its “frames” or create a browser on any of the pages of the Website
  - c. On the page that establishes the link it will not be possible to declare in any way that XAVE has authorized such link, unless XAVE has done so expressly and in writing. If the entity that makes the link from its page to the Website correctly wishes to include in its website the brand, denomination, commercial name, label, logo, slogan or any other type of identifying element of XAVE and/or the Website, you must previously have your express written authorization.
  - d. XAVE does not authorize the establishment of a link to the Website from those web pages that contain illegal, illegal, degrading, obscene material, information, or content, and in general, that contravene morality, public order or generally accepted social norms.
- 7.4. XAVE has no power or human and technical means to know, control or approve all the information, content, products, or services provided by other websites that have established links to the Website. XAVE does not assume any responsibility for any redirection to the Website of third pages.

## 8. PROCEDURE IN CASE OF SUSPECT OF CARRYING OUT ILLICIT ACTIVITIES

- 8.1. In the event that any user or a third party considers that there are facts or circumstances that reveal the illicit nature of the use of any content and / or the performance of any activity on the web pages included or accessible through the website, You must send a notification to XAVE, duly identifying yourself, specifying the alleged infractions and expressly declaring and under your responsibility that the information provided in the notification is accurate.
- 8.2. For any litigious matter that concerns the Website, the Spanish legislation shall be applicable, being the Courts of Barcelona (Spain) the competent ones to overview any litigious matter.
- 8.3. XAVE may modify the terms and conditions stipulated herein, in whole or in part, by publishing any change in the same way in which these conditions of use appear or through any type of communication addressed to Users.
- 8.4. The temporary validity of these conditions of use coincides, therefore, with the time of its exposure, until they are modified.
- 8.5. XAVE may terminate, suspend, or interrupt, at any time without prior notice, access to the contents of the page, with no possibility for the User to demand any compensation. After said extinction, the prohibitions on the use of the contents previously stated in these general conditions will remain in force.
- 8.6. If the User has contracted any Product or Service provided by XAVE, for which he must pay an economic consideration, this acquisition shall be governed by the provisions of the [Terms & Conditions](#).

## 9. PUBLICATIONS

- 9.1. The administrative information provided through the Website does not replace the legal publicity of laws, regulations, plans, general provisions and acts that have to be formally published in the official journals of public administrations, which constitute the only instrument that attests of its authenticity and content. The information available on this Website should be understood as a guide without legal validity.

## 10. NOTIFICATIONS

- 10.1. All notifications and communications between users and XAVE will be considered effective, for all purposes, when made through postal mail and email, electronically signed by advanced electronic signature or higher security mechanism, and in no case by communication telephone Users should contact XAVE by:
  - a. Mogoda 1, local 6, Polígono Industrial Can Salvatella, Barbera del Valles (08130), Spain
  - b. Sending by email to the following address: [hello@xavecoin.com](mailto:hello@xavecoin.com).

## 11. MISCELLANEOUS

- 11.1. The headings of the different clauses are only informative, and will not affect, qualify, or extend the interpretation of the conditions of use.
- 11.2. If there is a discrepancy between what is established in these conditions of use and the particular conditions of each specific service, the provisions of the latter will prevail.
- 11.3. In the event that any provision or provisions of these terms of use were considered null (s) or unenforceable, in whole or in part, by any Court, Tribunals or competent administrative body, said nullity or inapplication will not affect the other provisions of the conditions of use or the particular conditions of the different services of XAVE.
- 11.4. The non-exercise or execution by XAVE of any right or provision contained in these conditions of use will not constitute a waiver thereof unless acknowledgment and written agreement on your part.

## 12. JURISDICTION

- 12.1. The relations established between XAVE and the User shall be governed by the provisions of the regulations in force regarding the applicable legislation and the competent jurisdiction. However, for cases in which the regulations provide for the possibility for the parties to submit to a jurisdiction, XAVE and the User, expressly waiving any other jurisdiction that may apply to them, submit to the Courts and Tribunals of the city of Barcelona, Spain.