

# Terms of Service

Effective Date: 01/01/2025

## 1. Introduction

Welcome to [www.xøFLUX.org](http://www.xøFLUX.org) and/or [www.xoFLUX.org](http://www.xoFLUX.org) (the "Website"), owned and operated by XO Media LLC ("Company," "we," "us," or "our"). By accessing or using the Website, you agree to comply with these Terms of Service ("Terms"). If you do not agree to these Terms, you must discontinue use of the Website immediately.

## 2. Proprietary Rights and Intellectual Property

All content, features, and functionality on the Website, including but not limited to text, graphics, logos, icons, images, audio clips, video clips, software, and other materials (collectively, "Content"), are owned by XO Media LLC and are protected by U.S. and international copyright, trademark, patent, trade secret, and other intellectual property laws. Any unauthorized reproduction, distribution, modification, or use of our proprietary content is strictly prohibited.

## 3. Permitted Use

You may use the Website for personal, non-commercial purposes only. You agree not to:

- Modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, or sell any Content.
- Use the Website for any unlawful purpose or to solicit others to perform or participate in unlawful acts.
- Interfere with or circumvent security features of the Website.

## 4. Risks of Cryptocurrency Investments – xøFLUX Token

The Website may contain information related to cryptocurrency investments, specifically the Solana-based token called xøFLUX ("Token") (also known as xoFLUX). **YOU ACKNOWLEDGE AND AGREE THAT INVESTING IN CRYPTOCURRENCIES, INCLUDING xøFLUX, INVOLVES SUBSTANTIAL RISK AND MAY RESULT IN THE LOSS OF ALL INVESTED FUNDS.**

By accessing or using any information related to xøFLUX on the Website, you acknowledge and agree that:

- Cryptocurrencies are highly volatile and subject to significant fluctuations in value.
- The regulatory environment for digital assets is uncertain and may impact the value and legality of your investment.

- Investing in xøFLUX or any cryptocurrency should only be done after careful consideration and consultation with a qualified financial professional.
- XO Media LLC does not provide investment, legal, or financial advice and does not endorse, warrant, or guarantee the performance of xøFLUX or any cryptocurrency.

## 5. Indemnification and Limitation of Liability

### 5.1 Indemnification

You agree to indemnify, defend, and hold harmless XO Media LLC, its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any and all claims, liabilities, damages, losses, costs, or expenses (including attorneys' fees) arising out of or related to:

- Your use or misuse of the Website;
- Any investment decision related to xøFLUX;
- Your violation of these Terms or any applicable laws or regulations.

### 5.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, XO MEDIA LLC AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM:

- YOUR USE OR INABILITY TO USE THE WEBSITE;
- ANY CONTENT OR SERVICES PROVIDED ON OR THROUGH THE WEBSITE;
- ANY TRANSACTIONS OR INVESTMENTS RELATING TO xøFLUX OR ANY OTHER CRYPTOCURRENCY.

## 6. Third-Party Links and Content

The Website may contain links to third-party websites. XO Media LLC is not responsible for the content, accuracy, or practices of such websites and does not endorse any third-party products or services. Your use of any third-party websites is at your own risk.

## 7. Termination

We reserve the right to terminate or suspend your access to the Website at our discretion, without notice, for any conduct that we believe violates these Terms or is harmful to XO Media LLC or others.

## 8. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. Any disputes arising out of or relating to these Terms or the Website shall be resolved exclusively in the state or federal courts located in California.

#### 9. Changes to Terms

We reserve the right to modify or update these Terms at any time with or without notice to you. Your continued use of the Website after any modifications constitutes your acceptance of the revised Terms.

#### 10. Contact Information

If you have any questions or concerns about these Terms, please contact us at:

XO Media LLC

**Genesis@xoflux.org**

**By using the Website, you acknowledge that you have read, understood, and agreed to these Terms of Service.**