

# User Agreement

Version 1.0 · effective 8 June 2026 · Legal contact: support@xdbay.com

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## 1. User Agreement

### 1.1. Parties and acceptance

These Terms govern access to and use of [xdbay.com](https://xdbay.com), user accounts, chats, calls, screen sharing, ratings, profiles, payment and escrow infrastructure, and other XDBay functions.

The operator of the Platform is a company incorporated or operating under the laws of the Sultanate of Oman, acting under the designation XDBay, [XDBay.com](https://xdbay.com), the Platform or the Administration.

By creating an account, clicking an acceptance button, topping up a balance, creating a transaction, posting an offer, ordering a service, withdrawing funds or continuing to use the Platform, the User confirms full and unconditional acceptance of these Terms.

If a User acts on behalf of a legal entity, the User represents that they have authority to bind that entity to these Terms.

### 1.2. Legal nature of XDBay

XDBay is a technology, information and escrow-like platform that provides infrastructure for discovering specialists, posting offers, communications, ratings, technical holding of USDC and internal dispute resolution.

XDBay does not provide IT services, DevOps services, development services, cybersecurity services, audit, consulting or other professional services in the underlying transaction unless expressly stated otherwise. XDBay is not an employer, contractor, agent, broker, bank, deposit institution, payment institution, trustee, fiduciary, guarantor, legal, tax, investment or technical adviser of Users.

The underlying transaction is entered into solely between the Customer and the Contractor. XDBay does not sign service contracts between Users and does not become a party to such contracts.

### 1.3. Users and roles

Users may be individuals and legal entities that are at least 18 years old or of a higher age of legal capacity required by the applicable jurisdiction.

A User may act as both Customer and Contractor, but must use only one account unless XDBay authorizes otherwise in writing.

Account transfer, account sale, account sharing, impersonation or registering an account through a nominee are prohibited. Roles, interface statuses and functional descriptions may be further specified on the website and in the user account and form part of the Platform rules.

#### **1.4. Account security**

The User is solely responsible for safeguarding passwords, devices, email, 2FA, wallet, API keys, SSH keys, seed phrases, private keys and other access credentials.

XDBay applies technical safeguards, including password encryption in a manner that XDBay does not see Users' original passwords.

All actions performed through a User account are deemed to be performed by the User unless XDBay determines otherwise at its discretion.

The User must immediately notify XDBay of any suspected compromise of the account or wallet.

#### **1.5. Platform rights**

XDBay may, at its discretion, refuse registration, restrict functions, freeze an account or funds, suspend a transaction, refuse withdrawal, delete an account or content, request documents, conduct checks or deny service without giving reasons.

XDBay may change functionality, fees, supported networks, KYC/KYB rules, required documents, limits and transaction parameters at any time.

XDBay is not required to maintain uninterrupted Platform availability and may perform maintenance without prior notice.

#### **1.6. Verified specialists, ratings and public opinion**

Contractors and specialists may be marked as verified by the Platform. Such mark only means that certain trust indicators exist based on KYC/KYB, transaction history, ratings, reviews, public opinion, moderation or other data.

Verified specialist status, ratings, reviews and recommendations are not guarantees of professionalism, integrity, legality, quality, timing, security or results.

XDBay may change, hide, delete, downgrade or recalculate ratings and reviews where it suspects breach, manipulation, abuse, conflict or inaccuracy.

#### **1.7. Services between Users**

The Customer independently defines the technical specification, requirements, timeline, acceptance criteria, budget and access procedure.

The Contractor independently determines the method of work and is responsible to the Customer for the result, timing, lawfulness of used materials and compliance with applicable licenses.

XDBay does not guarantee quality, timing, fitness of results, compatibility, security, absence of errors, absence of vulnerabilities or conformity with Customer expectations. Works may be performed by stages, milestones, team model and separate payment to each specialist if provided by the transaction parameters.

### **1.8. Acceptance of work**

After delivery of the result, the Customer may review the result and open a dispute within 24 hours.

If no dispute is opened, the result is deemed automatically accepted 48 hours after delivery.

Customer silence, absence of a reasoned dispute or lack of evidence of improper result is deemed acceptance of the result.

After acceptance or auto-acceptance, XDBay may release escrow funds to the Contractor according to Platform rules.

### **1.9. Intellectual property**

Until full payment for the result, the Contractor retains rights to the created result unless the parties agree otherwise.

After 100% payment, rights to code, design, materials and other deliverables transfer to the Customer to the extent agreed between the Customer and the Contractor.

The parties are solely responsible for open-source licenses, third-party components, fonts, images, SDKs, APIs, data and third-party materials.

XDBay does not verify or guarantee legal title to deliverables unless a separate paid review is ordered and performed.

### **1.10. DevOps, cybersecurity and technical access**

XDBay does not access Users' servers, repositories, CI/CD, clouds, databases or infrastructure in the ordinary operation of the Platform.

Access credentials including SSH, GitHub, GitLab, AWS, GCP, Azure, Cloudflare, Kubernetes, API keys and other secrets are exchanged by transaction parties at their own risk after NDA and required KYC/KYB.

The Customer must independently create backups before works, testing, migration, configuration, pentest or other actions involving infrastructure.

Any cybersecurity work, pentest, load testing or vulnerability testing requires separate written authorization from the Customer posted in the project chat.

The Customer represents that the tested infrastructure belongs to the Customer or that the Customer has legal authority to authorize testing.

Testing may cause failures, lockouts, data loss, downtime and other adverse consequences. The Customer accepts these risks. XDBay does not store logs of Contractors' actions in Customer infrastructure and is not responsible for such actions.

### **1.11. Paid quality review**

Upon request and for a separate fee, XDBay may engage subject-matter specialists to review results, analyze a dispute or provide a technical opinion.

Such opinion is an expert opinion for XDBay's internal procedure and is not a guarantee of quality, legal opinion, court expert report or undertaking by XDBay to be liable for the result.

Review may extend the dispute review period and holding of funds.

### **1.12. Liability limitation**

The Platform is provided "as is" and "as available". The User accepts all risks of using the Platform, other Users, USDC, blockchains, wallets, access credentials, files, calls, screen sharing and deliverables.

To the maximum extent permitted by law, XDBay, its owners, beneficiaries, directors, employees, contractors, moderators, advisers, providers and affiliates are not liable for lost profits, data loss, downtime, reputational harm, indirect, incidental, punitive, special or consequential damages.

XDBay's aggregate liability for any claim is limited to the lesser of: XDBay's fee for the disputed transaction or 100 USDC.

Nothing in these Terms excludes liability that cannot be excluded under applicable law.

## **2. Indemnity, law and arbitration**

### **2.1. Indemnity**

The User shall defend, indemnify and hold harmless XDBay, its owners, beneficiaries, directors, employees, contractors, moderators, advisers, providers and affiliates from any claims, losses, penalties, expenses, demands and costs, including legal fees, arising from breach of Terms, law, third-party rights, tax obligations, AML/KYC, sanctions, acceptable use rules, NDA, disputed transaction, infrastructure access or erroneous blockchain transaction.

XDBay may hold User funds to cover potential claims, refunds, penalties, compliance costs, arbitration or legal expenses.

### **2.2. Governing law and arbitration**

These Terms are governed by the laws of the Sultanate of Oman, without regard to conflict-of-law rules.

Any dispute, controversy or claim arising out of these Terms, the Platform, account, escrow, KYC/KYB, data, transaction or use of XDBay shall be finally resolved by arbitration in the Sultanate of Oman. Seat of arbitration: Muscat, Sultanate of Oman. Language of arbitration: English unless XDBay agrees otherwise. Number of arbitrators: one, unless the dispute amount requires three arbitrators by the decision of the arbitral institution or applicable rules.

Before commencing arbitration, a party must send a written notice through the user account or XDBay legal contact and allow 30 days for response, except for urgent interim relief.

### **2.3. Language**

This document is made in Russian and English. In case of discrepancy, the English version prevails unless XDBay states otherwise.

### **2.4. Amendments and notices**

XDBay may amend these Terms at any time by publishing a new version on the website or notifying through the user account, email, interface or other available channel.

Continued use of the Platform after Terms change constitutes User acceptance of the new version.

XDBay notices are deemed delivered when published in the user account, sent to email, displayed in the interface or posted on the website.

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