



Terms and conditions xLydian Software B.V.

1. xLydian Software

We are xLydian Software B.V. (hereafter also **xLydian** or **we/our**).

You can only make use of our services when you accept these terms and conditions (the **Terms**). The Terms apply to all agreements (now and in the future) between xLydian and you and to any and all use of our services.

These Terms include, amongst other things, a limitation of our liability as far as possible under the laws of the Netherlands.

We offer software (**Software**) services. Our Software entails an automated trading bot using certain preset strategies which provides signals to execute trades in digital assets, to be executed on your own digital assets exchange account held with a third party. xLydian is only a Software provider and is not executing your orders. xLydian is not regulated by supervisory authorities.

Warning! We have programmed our Software using various inputs and parameters based upon historical data. We can in no way predict or guarantee what the performance of our Software in the future will be. Please note that by using our Software and executing trades on the basis of the signals provided, you may lose digital assets and/or their value.

Our Software works via an API. You always have the possibility to switch off the Software. The website and Software and other services provided by xLydian on the basis of the agreement are together and alone referred to as our **Services**.

2. Definitions

Agreement: the agreement between you and xLydian consisting of the subscription agreement and these Terms.

Digital Assets Exchange: A third party exchange, not related to xLydian, where you can create an account and hold, store and trade digital assets in your own name.

Fees: means the fees to be paid by you for your Agreement.

Login Credentials: means the credentials (an e-mail address plus password) to login into your xLydian Account.

Software: the software xLydian has developed to enable you to receive signals to automatically trade in digital assets on a Digital Assets Exchange account, which trades are executed by and on the Digital Assets Exchange supported by xLydian.

Subscription: the arrangement by which specific functionalities and/or features (to be chosen by you) of the Services are provided to you in return for receiving subscription Fees.

Terms: these terms and conditions, which are part of the Agreement between you and xLydian.

Website: website www.xlydian.com or any website that replaces this website or will be added as a website of xLydian.

You: individual private person(s) or legal entity(ies) with an Agreement or with an intention to conclude an Agreement.

xLydian Account: means your account with xLydian to use the Services, which can only be accessed after you have entered into an Agreement with us.

xLydian: means xLydian Software B.V., a limited liability company incorporated under the laws of the Netherlands and any legal successor. The company is registered with the Dutch Chamber of



Commerce under registration number 85478806, and location number 000051522020 and VAT number NL863637437B01. The company's registered office is at Semarangstraat 13 E (1095 GA) Amsterdam. xLydian is also referred to as "we" and/or "our".

3. Declarations

You can only enter into an Agreement with us if you comply with certain conditions. In this respect you declare that you:

- are at least 18 years old;
- are not included in any sanction lists;
- have experience with digital assets and trading;
- are aware of and understand and accept the risks in relation to the Software;
- enter into the Agreement on your own behalf and not on behalf of a third party;
- if you are a representative of a legal entity: that you are authorised to represent the entity;
- have read the risks included in these Terms;
- will not use the Software in relation to assets on your Digital Assets Exchange that you cannot afford to lose.

The Software is only suitable for experienced investors who can afford to lose their assets on the Digital Assets Exchange and who are aware of and accept the risks in connection with the Software and trading in general.

If you have entered into the Agreement and connected the Software to your Digital Assets Exchange account and you don't want to use the Software, you can inform us and you can terminate the Agreement in accordance with article 7. If you don't connect the Software, no Services in relation to the assets on your Digital Assets Exchange will be provided.

4. Personal xLydian Account

If you want to use our Services, you need to enter into an Agreement with xLydian and use the Login Credentials to login to your xLydian Account. Further, you need to follow the instructions as prescribed in your xLydian Account. Through the xLydian Account, you can only change the settings of the Software as set out in the xLydian Account. No digital assets can be deposited or withdrawn through the xLydian Account. Further, xLydian only has rights to provide trading signals and has no withdrawal rights or other rights in relation to your Digital Assets Exchange account.

5. xLydian Agreement

To use the Services, you need to have an Agreement. To obtain an Agreement, you need to provide us with the requested information. This includes certain know your customer information and information for the Fees to be made by you under the Agreement.

The Agreement can be concluded by signing the Agreement digitally. After concluding the Agreement, you are authorised to use our Services. To use our Services, you are required to link your Digital Assets Exchange account by supplying an API key and API secret. This necessitates logging into your xLydian Account and accurately completing the relevant fields with the required credentials.

Please note that in the interaction between the Software and your own Digital Assets Exchange account, the Software should only have trading rights and should never have withdrawal rights. It is important that you verify this before using the Services.



Various functionalities and options are offered by xLydian and can be chosen via your xLydian Account as part of your Agreement.

To be able to use our Services you need to have an account with a third party service provider as supported by xLydian. With this third party service provider you hold your assets in your own name in your Digital Assets Exchange account.

xLydian is authorised to add or remove supported third party service providers. If xLydian removes a service provider and as a result of that you do not want to continue your Agreement, you can always terminate your Agreement. Reference is made to article 7. xLydian will notify you as soon as reasonably possible of the adding or removal of a third party service provider.

xLydian is authorised to state a minimum amount that should be held on the Digital Assets Exchange account.

6. Term of your xLydian Agreement

The Agreement shall be concluded for an indefinite period unless otherwise agreed by and between you and xLydian.

xLydian will give you as soon as possible access to the Services after the start of the Agreement. You agree that after you have entered into the Agreement and connected the Software to your Digital Assets Exchange account, we can immediately start the Services.

7. Termination of your xLydian Agreement

Termination by you

You can terminate your Agreement per the end of the current calendar quarter. You are required to inform us at least 48 hours before the end of the calendar quarter in order to enable us to process your termination request and close your trade positions.

To terminate the Agreement, you need to inform us by email of your wish to terminate the Agreement. You also need to inform us if you would like to terminate the Agreement as soon as possible (the end of the current calendar quarter) or as per a certain other date, which should always be per the end of a certain calendar quarter.

Further, at any time you can disconnect the API. As a result, you will no longer receive any signals on your Digital Assets Exchange account. Disconnecting the API without informing us in advance could result in damage since xLydian will not be able to close the trades properly. If you disconnect the API, you are still required to pay us the Fees agreed under your Agreement.

Please be informed that we recommend to use a termination period which is longer than the required 48 hours in order to ensure that we can properly close open trades.

The first 14 days of your Agreement is a test period and you do not pay us fees. Further, you can terminate the Agreement during this period by sending us an email. If you have connected the Software in this period, the Services provided and trades made by you cannot be undone.

Termination by xLydian

xLydian has the right to terminate the Agreement per the next calendar quarter with a termination period of two (2) months. We will inform you by email if we terminate the Agreement.



Each party is authorised to terminate the Agreement with immediate effect under the following circumstances:

- If either party violates the Agreement, including the Terms and/or applicable laws and regulations.
- If xLydian is no longer authorized to perform its Services or to perform its Services to you.
- If either party is of the view that providing Services to you could result in significant risks.
- If either party has received an order or instruction in this respect from an authorized supervisory authority.
- If either party has established or suspects the other party is involved with money laundering, terrorist financing or other criminal activities.
- If either party makes a filing for liquidation, enters into a voluntary arrangement with creditors, or makes any other arrangement for the benefit of creditors or similar procedures.

Other than as permitted by applicable law, neither party may claim any form of compensation and/or damages in relation to the termination of the Agreement unless the Agreement was terminated due to the gross negligence, wilful misconduct or fraud of the other party. This limitation does not apply to sums or funds that are due to you under the terms of the Agreement or the Terms.

8. Blocking your xLydian Account, disable the use of the Services

xLydian may disable any functionality of the Services and block your xLydian Account temporarily or permanently, if:

- you violate the Agreement or applicable rules and regulations or generally cause damage to xLydian; and/or
- xLydian has requested information from you, for example in relation to anti-money laundering rules and regulations or sanction rules and you do not provide the relevant information timely to xLydian; and/or
- xLydian is unable to collect the required Fees under the Agreement from you.

xLydian is entitled, at all times to, (a) to no longer make available certain functionalities of xLydian Account and/or Services and/or (b) make changes to certain functionalities of the xLydian Account and/or Services. If any of these changes are significant enough to impact your rights, obligations, or expectations, xLydian will notify you as soon as possible to allow you to complete a proper review of the changes.

9. Fees under your Agreement

Fees

Under your Agreement, you are required to pay the Fees, consisting of a profit fee and a management fee. The Fees agreed are included in your subscription agreement. You can also review the agreed fees in your xLydian Account.

Fees are due on the first day of the relevant payment period and should be paid in euros from a bank account in your name, unless otherwise agreed by and between xLydian and you in writing.

If the invoice is not settled in euros, the closing price of that asset on the last day of the invoiced quarter will be used to determine the invoice's value.



All Fees should be paid within 10 days after the date of the invoice. Fees are invoiced on the first day of each quarter. Management fees for deposits made during the quarter are also invoiced on the same quarterly schedule, aligning with the regular billing cycle.

Performance fee

Under your Agreement, you are required to pay us performance fee. The performance fee is a high water mark (HWM) performance fee.

Profit and loss attributable to trading signals from software (PnL) is calculated in USDT (PnL asset) after each trade. The HWM is defined as the cumulative sum of unrealizedPnL at the end of each quarter. The HWM sets the performance threshold that must be exceeded for a performance fee to be applicable. It is updated only when the cumulative sum of unrealizedPnL at the end of a quarter exceeds the previous HWM.

Calculation Period: The performance fee is determined and calculated by xLydian on a quarterly basis, assessing the cumulative sum of unrealizedPnL at the end of each quarter. xLydian will for the calculation use the open price of the first day of the next following quarter. This means the price at 00:00:00 01.mm.yyyy.

Performance Fee Calculation: A performance fee is applicable only if the cumulative sum of unrealizedPnL at the end of a quarter exceeds the HWM. This fee is calculated as the percentage specified in your Agreement of the net positive difference between the cumulative sum of unrealizedPnL for the timeframe as specified in your Agreement and the HWM. The fee is imposed only on net new profits that exceed the HWM, ensuring that fees are attributed to actual gains in performance.

The assessment of whether the HWM has been surpassed and the subsequent fee calculation are conducted on the first day of each new quarter.

Deposits, including those made in the PnL asset within the quarter, are permitted and will not be considered as profit for the purpose of calculating the profit fee.

Withdrawals, including those of the PnL asset within the quarter, are also permitted and will not be treated as losses in the profit calculation.

In instances where an asset conversion from the PnL asset to Asset B occurs within the quarter, any profits existing in the PnL asset, attributable to the trading signals prior to the conversion, will be accounted for in the profit calculation. Asset B will be recognized as a new deposit, and the equivalent amount of the PnL asset will be considered as withdrawn at the time of conversion.

Management fee

Under your Agreement, you are required to pay us a management fee. These management fees are calculated on the basis of the following method:

- The management fee is set at an annual rate of the percentage included in your subscription agreement. This fee is determined by dividing the annual rate by four and applying it to the assets under management (AUM) at the beginning of each quarter. This means the AUM at 00:00:00 01.mm.yyyy.
- For any deposits made within the current quarter, a proportional management fee will be charged. This additional fee is prorated based on the number of days remaining in the quarter, starting from the date of the deposit.
- Withdrawals during the quarter do not qualify for a refund of any management fees already applied.
- If the AUM are below the agreed minimum amount as included in your Agreement,



xLydian will use the minimum amount for the AUM calculation.

- If the AUM cannot be established at the agreed time, xLydian will apply the AUM available within the next 48 hours. If no AUM can be established during that period, xLydian will apply the AUM last established by xLydian

Tax and changes to the Fees

All fees agreed are excluding VAT (if applicable).

xLydian is authorised to change the Fees every two years. The first possible revision of the fees will be two years after concluding the Agreement. xLydian will inform you at least two months before the intended change. If you do not agree with the proposed changes to the Fees, you can terminate the Agreement before the change applies. Reference is made to article 7.

During the test period of 14 days after entering into the Agreement you will not pay any Fees under the Agreement. If you choose to continue beyond the initial 14-day period, the applicable fees for the first 14 days will be included in your next invoice.

Default

If you do not pay the Fees timely the Dutch statutory interest rate applies. Further, reasonable collection costs will apply.

In case xLydian is unable to collect the agreed Fees from you which is not due to an issue or fault of xLydian, xLydian has the right to disable any functionality of the Services to you, without further notice and without prejudice to any other rights xLydian has.

Your xLydian Account will remain active for the period that is paid for.

Commissions and transaction fees

We are authorized to receive commissions from supported Digital Asset Exchanges in relation to a referral. You are responsible for the agreement with the Digital Asset Exchanges and the fees, including all transaction fees, to be paid to the Digital Asset Exchange.

10. Use of the Services

You may use the Services only for lawful purposes and in accordance with these Terms. You agree not to access or use the Services for any purpose that is illegal or beyond the scope of the Services' intended use (in xLydian's sole judgment). You must be at least 18 years old to enter into an Agreement with us and to use our Services.

You may not use the Services in such a way that you violate Dutch and any other applicable law and regulations. As a condition for using the Services you agree not to provide any information, data or content that is incorrect, inaccurate, incomplete or that violates any law or regulation, or is unacceptable to general standards. In addition, you agree that you will not, nor allow third parties under your control to engage in, among others, the following actions:

- a. enter any non-public / secure areas of the Services and/or Website;
- b. hack, investigate or scan the Services or any other related system or network, or violate any security or authentication;
- c. use any bots and/or automated systems to withdraw data from/in relation to the Services;
- d. create and/or distribute copies of the Services; and/or
- e. attempt to copy, modify, create derivative works of, publicly display, publicly perform, republish, or transmit any of the material obtained through the Services, harm or misuse the Services, or delete, or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Services.



You understand that xLydian has -as part of providing the Services- access to information in your Digital Assets Exchange account such as: balance information, account holder information, amount of digital assets, history of trades and other information available in your Digital Assets Exchange account. You explicitly consent to xLydian accessing and using aforementioned information in connection with the Services. xLydian will not use this information or access for any other purpose unless this is required to comply with rules and regulations, instructions from authorised supervisory authorities and other similar obligations.

11. Intellectual Property Rights

The Services, including all content, features, and functionality thereof, are owned by xLydian, its licensors, or other providers of such material and are protected by Dutch and international copyright, trademark, patent, and other intellectual property or proprietary rights laws. You are, during the term of the Agreement and as long as you comply with all your obligations, permitted to use the Services for your personal, non-commercial use only. You must not copy, modify, create derivative works of, publicly display, publicly perform, republish, or transmit any of the material obtained through the Services, or delete, or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Services. You must not reproduce, sell, or exploit for any commercial purposes any part of the Services, access to the Services or use of the Services or any services or materials available through the Services.

For clarity, the foregoing permissions are limited to the Services, and no rights are granted with respect to any servers, computers, or databases associated with the Services. If you no longer comply with your obligations under this Agreement, xLydian can withdraw this license immediately with no notice of default being required.

12. Information obligations

You have provided us with information to enter into the Agreement. You are required to inform us if any information provided to us will be changed, such as information about the directors or ultimate beneficial owners if you are a company. Further, you are required to inform us if you or, in case of a company your directors or ultimate beneficial owners, are included on a sanctions list.

We are also authorized to request information from you. You are required to provide us with the information reasonably requested for. We can for example request information about you and your identity.

13. Privacy and data

We handle your personal data with the utmost care and in accordance with our privacy policy.

14. Disclaimer of Warranties

xLydian uses all reasonable efforts to ensure that you can always access and use the Services. Due to the nature of the services offered, xLydian cannot guarantee the error-free and uninterrupted access to- and functioning of the Services. xLydian does not accept any responsibility for unavailability of the Services, or any difficulty or inability to download or access content, or any other communication system failure which may result in Services being unavailable.. xLydian may always, without giving notice in advance – at its own discretion – update, modify, or adapt the Services and their functionalities from time to time and will try to keep downtime as low as possible.

The Services and all information, content, materials, products (including software), and other services included on or otherwise made available to you through the Services are provided by xLydian on an



“as is” and “as available” basis. xLydian makes no representations or warranties of any kind, express or implied, as to the operation of the Services, or the information, content, materials, products (including Software), or other services included on or otherwise made available to you through the Services. You expressly agree that your use of the Services is at your sole risk. To the full extent permissible by law, xLydian disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. xLydian does not warrant that the Services, information, content, materials, products (including software) or other services included on or otherwise made available to you through the Services, xLydian’s servers, or electronic communications sent from xLydian are free of viruses or other harmful components.

15. **Indemnification**

You agree to defend, indemnify, and hold harmless xLydian, its affiliates, and licensors, and their respective officers, directors, employees, contractors, agents, licensors, and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) resulting from your violation of these Terms.

16. **Limitation of Liability**

You agree to the following limitation of liability of xLydian. Unless there is wilful misconduct, fraud or gross negligence on the part of xLydian, to the full extent permissible by law, xLydian will not be liable for any loss of profits or any indirect, incidental, punitive, special or consequential damages arising out of or in connection with this Agreement and/or the use of the Services.

Further, to the full extent permissible by law, xLydian’s aggregate liability arising out of or in connection with this Agreement will not exceed the total amount equivalent to the fees paid by you for the most recent three-month period.

Without prejudice to other provisions in these Terms, xLydian is not liable for any damage, including loss of profit, resulting from:

- a) the unavailability of the Services;
- b) the improper functioning of the Services;
- c) using any functions and/or software of the Services and/or available via our Website and/or servers;
- d) claims of third parties (or regarding third parties) in connection with the use of the Services;
- e) the (lack of) financial benefit for you through or because of use of the Services;
- f) any situation where your Login Credentials are stolen and the Services are used without your consent;
- g) any damage incurred by, or in connection with, your Digital Assets Exchange which communicates with our Services for trading or is otherwise connected to xLydian;
- h) any damage incurred by, or due to, the use of any other third party by you to use our Services;
- i) not being able to use our Services due to circumstances with your Digital Assets Exchange account such as a block of your Digital Assets Exchange Account, removal of your Digital Assets Exchange as supported exchange, termination of your Digital Assets Exchange account by the Digital Assets Exchange due to rules and regulations etc.
- j) a loss of your digital assets due to fraud or illegal activities by the Digital Assets Exchange; and/or
- k) a failure of xLydian to meet any of its obligations under these Terms where such failure is due to events beyond xLydian’s reasonable control.

17. **Risks**

You acknowledge and accept the accompanying risks of using, owning, storing and investing in digital assets and take full responsibility for these risks.



You acknowledge and accept without reservation and irrespective of the information that xLydian has provided, that the value of digital assets may fluctuate considerably and that invested funds may lose their value completely. There is a risk that amounts invested can no longer be recovered and that the investment no longer represents any value.

You acknowledge and accept that you yourself are responsible for knowing whether it is permitted in your territory to use, own and invest in digital assets. Further, only you are responsible for choosing the Digital Assets Exchange and entering into an agreement with that exchange. All consequences that may arise from this are solely for your account and risk. At no point, xLydian provides any investment advice. xLydian does not consider your personal financial situation and investment objectives. If you wish to receive such advice, it is your responsibility to seek professional advice. Further, only you are responsible to verify any tax consequences of your trading activities and your Agreement.

The following risks are in particular associated with trading and investing in digital assets. xLydian considers the risk factors listed below to be relevant to any investor. It is important that you are aware of the risk factors. xLydian shall not be liable for any damages resulting directly, indirectly or in connection with these and other risk factors, unless caused by malicious intent or gross negligence on the part of xLydian.

Investment Risks

Investing in digital assets involves significant risks due to significant market fluctuations and high unpredictability and should be considered highly risky. Investing in digital assets is therefore only suitable for investors who can afford and accept such high risk. It is not advisable to invest money that you may need in the short term. Further, it is recommended to never allocate more than only a small part of your investment portfolio to digital assets.

Performance Risk

xLydian Software strategies do not guarantee positive returns nor do they guarantee any type of return. The value of digital assets and the investment income derived from them can go up as well as down. Investors can incur significant losses and lose all or part of their investment. Past performance is no guarantee for the future.

Market Risk

Digital assets go up and down in value. Market risk is the risk that an investment will decline in value, due to movements in the market in which the investment is made. Investments done on the basis of xLydian Software strategies can decrease in value due to market risk.

Volatility Risk

Investors should be aware that digital asset prices are extremely volatile and can go up and down drastically over short periods of time, more so than in most other asset classes.

Leverage Risk

xLydian Software strategies may use leverage. Leveraged trading consists of trading with borrowed capital in order to enhance your buying power. The amplification of your investment may result in the amplification of losses. Leverage is only suitable for experienced investors who accept the high risks of leverage trading.

Margin Risk



To borrow capital to trade with, exchanges require a maintenance margin to cover for losses that would result from closing a position at bankruptcy price. This means that your position may be liquidated before bankruptcy price is reached.

Collateral Selection Risk

The choice of assets you select as collateral for trading positions can significantly influence the performance of your trading strategy. Each collateral asset is assigned a rate ($0 \leq \text{rate} \leq 1$) by the Digital Assets Exchange, which directly affects the calculation of your adjusted equity and, consequently, the size of your positions. The user is solely responsible for selecting the collateral assets, and this choice can have a substantial impact on overall trading performance. Any risks associated with this selection are fully borne by the user.

Liquidity Risk

It is possible that investments cannot be traded in a timely manner and/or only on unfavorable terms due to lack of liquidity. A lack of liquidity might occur in case of insufficient supply, exchange overload or power outage.

Risk of Price Manipulation

Compared to other investment categories, the total market value of digital assets is still relatively small. Digital assets can therefore be subject to speculative price manipulations by a large investor or group of investors. This can result in losses.

Technological Risk

Digital assets can use blockchain technology based on cryptographic encryption. However, because it is a relatively new technology, there are technological risks which can result in failures and/or security vulnerabilities, resulting in the loss – or loss of value – of digital assets that use the respective blockchain.

Operational Risks

xLydian creates complex trading Software to receive signals to enable you to trade in a relatively new and fast changing crypto asset ecosystem. xLydian, like any other company, relies on people and systems that are fallible. This can result in errors or losses.

Counterparty Risk

A counterparty may default on its obligations. Servers to run the trading software may disconnect or exchanges may experience temporary shutdowns due to overload situations. Holding a Digital Assets Exchange account with a third party trading platform carries high risks. These include security risks and the risk of breach of contract. Exchanges are independent parties and do not relate to xLydian. The account you maintain there is in your own name. xLydian is not responsible for and cannot shield you against counterparty risk.

Risk of Loss or Theft

Linking xLydian Software to your Digital Assets Exchange account or any other trading platform does not allow us to withdraw digital assets or funds from your Digital Assets Exchange account.

The nature of digital assets as well as working with exchanges in an online environment entails risks. This includes loss or theft as a result of hacks, communication failures as well as other situations that can lead to damage. The security of your Digital Assets Exchange account is dependent on the Digital Assets Exchange and you. We recommend that you secure the account with a strong and unique password and double authentication.

Legal and tax risk



The regulations regarding digital assets are changing and vary from country to country. Regulatory changes by a government or regulatory agency may have legal and tax implications for digital asset investments and the services of xLydian and its partners. xLydian is not regulated and is not a crypto - asset service provider under MiCA (regulation 2023/1114, as amended from time to time).

[Risk of termination of your Agreement](#)



xLydian may terminate your Agreement in accordance with the terms of the Agreement and these Terms. You have no right to claim for damages or losses incurred as a result of such termination.

18. Questions and helpdesk

For questions regarding the Services please contact us at customer@xlydian.com.
If you have any complaints, please contact us at customer@xlydian.com.

Questions regarding the (future) profitability and/or success of our Services cannot be answered by us. Even in case the use of our Services would be profitable (in the sense that the value of your digital assets has gone up and/or you acquired more digital assets) over a period of time there is never any guarantee for future profits. In fact, always be prepared to lose all your digital assets. Please note that profits and losses may vary from person to person as the Services always interacts with a specific digital asset's portfolio (in which certain digital assets may or may not be available to trade). Questions regarding the inner working of our Software, the used parameters, algorithm's, etc. will not be answered by us.

19. Miscellaneous

Communication

xLydian communicates with you in English and electronically. We are authorized to provide you with information and to communicate with you electronically.

If xLydian has provided you information or has provided you a message via the email address provided by you, you are considered to have received the information or message. You are required to verify periodically if you have received any new information or messages from xLydian.

In relation to the Agreement, you have provided us with your contact details. We can use these contact details during the term of the Agreement. You are required to inform us if the contact information you have provided to us will change. If you have not informed us about any changes, we may assume that your contact details are correct.

Set off rights

Set-off rights by you are excluded.

Changing the Terms

xLydian reserves the right to modify these Terms. If any significant changes are made, xLydian will notify you in advance via email and/or you may be required to accept the updated Terms upon your next login to your xLydian Account.

Changes to the Terms will typically take effect no earlier than 30 days from the date of notification, unless a shorter period is required by law, instructions from authorized supervisory authorities, or court orders. In such cases, changes may take effect immediately.

If you do not agree with the revised Terms, you have the right to terminate the Agreement. You may inform us of your intention to terminate by sending an email to the email address provided herein. Upon termination, your account will be closed in accordance with the provisions set forth in Article 7.

Transfer



You cannot transfer the rights and obligations from your Agreement, including these Terms to third parties without our prior written consent (such consent not to be unreasonable withheld or delayed).

xLydian reserves the right to transfer its rights and obligations under this Agreement to a third party. In such an event, we will provide you with prior notice of the transfer. If you do not agree with the transfer, you have the right to terminate the Agreement. You may inform us of your decision to terminate by sending an email to the email address provided herein. Upon termination, your account will be closed in accordance with the provisions set forth in Article 7.

Invalidity

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision of these Terms. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid provision.

Applicable laws and court

All offers, confirmations and Agreements (including these Terms) are governed by and construed in accordance with the laws of the Netherlands. All disputes which cannot be resolved amicably shall be solved under Dutch law and submitted to the jurisdiction of the courts of Amsterdam (the Netherlands).

This is version 1.3 October 2024

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