



X World Club Membership Agreement

Effective Date: July 17, 2023

1. Our Vision for X World Club

Welcome to X World Club (the “X World Club”) rewards.

Our vision is to make Your everyday life more rewarding and to make travel around the world more accessible and enjoyable, all while strengthening our community and protecting our environment.

As a Member of the X World Club community, You will have the opportunity to:

- earn X Points,
- access special discounts and services, including discounted travel bookings,
- redeem X Points in multiple ways, including to redeem for cash during purchases, and
- use Your X Points and spending as a central agent of positive change for our community and planet.

X World Club is the loyalty club for Participating Card Programs listed in xworldwallet.com. While You will maximize Your benefits by fully activating and using the Card of the Participating Card Program, X World Club enables You to access certain services such as discounts and travel bookings separately from it.

2. Parties

The X World Club is brought to You by X World Club, Inc. (“XWC”), a corporation organized under the laws of Texas, United States of America.

This Agreement constitutes a legally binding agreement between You, the X World Club Member, and X World Club, Inc.

YOU AGREE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DISCONTINUE PARTICIPATION IN AND USE OF THE X WORLD CLUB AND TERMINATE YOUR MEMBERSHIP IMMEDIATELY.

YOU AGREE TO THE MANDATORY DISPUTE SETTLEMENT MECHANISM THAT THIS AGREEMENT ESTABLISHES. IF YOUR LEGAL DOMICILE IS IN THE UNITED STATES OF AMERICA, YOU AGREE TO THE MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISIONS, DESCRIBED FULLY IN SECTION 25 BELOW.

Please note that terms that are capitalized in this Agreement have specific meanings as set out in the Exhibit 1 “Definitions” section at the end of this Agreement.

The Issuer of the X World Wallet or Participating Card Program does not manage or participate in X World Club; the Issuer’s responsibility relates to the certain aspects of the financial account and Card that is provided to You, not the loyalty benefits.

3. Important information about this Agreement

X World Club, Inc. (“XWC”) offers X World Club (the “Club”) at its discretion and XWC reserves the right to, in whole or in part, at any time, with or without notice, terminate, suspend or change this Agreement or the Club, including by increasing, decreasing, withdrawing, limiting or in any way modifying the benefits of X World Club, the Earn Rate, the value or redemption of X Points, the Elite Status Tiers, and the functionality and features of the Account Center, Website and App. You agree not to rely on the continued availability of the Club, any of its benefits or rewards.

Any modification to the Club will take immediate effect upon publication at xworldwallet.com. XWC may provide You with written notices, including those regarding changes to this Agreement, which, at Our option, may be provided by email, text message, or through our online services, such as the Account Center.

Your continued use of the Club constitutes Your acceptance of any such modifications and You consent to be bound by this Agreement, as amended. If You do not agree to any modification of this Agreement, Your sole remedy is to discontinue Your use of the X World Club and the Participating Card Program.

The most current version of this Agreement is found at xworldwallet.com, which is the definitive version of this agreement and supersedes any prior or conflicting versions.

4. Eligibility & Enrollment

i. Eligibility

Membership in X World Club is open to all natural persons over the age of 18 who enroll via the App or Website of a Participating Card Program. For a full list of Participating Card Programs see: xworldwallet.com.

The name in Your X World Club Account should be exactly the same name that appears in Your passport, driver’s license or government ID that You use for domestic or international travel.

Club membership is personal and for Your benefit only, unless We state otherwise.

You must perform these three tasks to receive the benefits of the Club:

Enroll in the Club and receive confirmation of enrollment from us;

Make purchases and other transactions, as set out in Section 5 of this Agreement, to earn the required number of X Points necessary for any reward, benefit or redemptions;

Redeem the X Points.

Pay any applicable membership fees as outlined in your Participating Card Program agreement.

You do not acquire any right, title or interest in the X Points unless all the above steps have been completed.

You may join X World Club without creating or using the Card Account of the Participating Card Program. If You do so, the functionality and benefits of X World Club will be limited. For example:

You will be able to access the X World Club Travel Portal to book travel and earn X Points;

You will have access to certain discounts, promotions and offers;

You will be able to redeem X Points for cash solely via a digital gift card;

You will NOT be able to earn X Points through the use of the Participating Card Program;

You will NOT be able to access the full X World Club benefits and features.

Once enrolled in X World Club, You will find all relevant Club information, including benefits, X Points balance and transaction history, by logging into the App or Website of the Participating Card Program through which You enrolled. (You can access the X World Club Account via the Participating Card Program's Mobile App or Website without establishing the account for the payment Card.)

By agreeing to these terms or by otherwise using your X World Club Membership, you authorize the Issuer to release or otherwise provide the Participating Card Program Manager, X World Club, Inc. and their respective affiliates and subsidiaries all information and data necessary to provide the X World Club Membership services to you, including but not limited to information and data regarding you and your Account, your relationship with Issuer, transactions using your Account, and any suspicion of fraud related to your account.

5. How to earn X Points

You will earn X Points when You or an Authorized User (i) make Qualifying Purchases with Your Card, (ii) purchase travel through the X World Club Travel Portal, OR (iii) make Qualifying Transactions with Your Card or X World Club. X Points will be earned in accordance with the following table and provisions:

ACTIVITY*	X POINTS EARNED (EARN RATE)
Qualifying Purchases for: <ul style="list-style-type: none">- Dining,- Entertainment, and- Charitable Contributions	3 Points for every USD\$1 (or equivalent in another currency) spent
Use the Card of the Participating Card Program to buy carbon credits through the Gold Standard marketplace. (You must buy the carbon credits here)	3 Points for every USD\$1 (or equivalent in another currency) spent
Qualifying Purchases for: <ul style="list-style-type: none">- Airlines,- Hotels,	2 Points for every USD\$1 (or equivalent in another currency) spent

- Select E-commerce Sites, - Select Rideshare & Delivery -Services, - Select Online Subscription Services	
All other Everyday Qualifying Purchases	1 Point for every USD\$1 (or equivalent in another currency) spent
Booking Travel through the X World Club Travel Portal	Per the specific terms of the offer communicated to You.
Qualifying Transactions	Per the specific terms of the offer communicated to You.

*The category of a transaction and its respective Earn Rate is based on the Merchant Category Code or Merchant Code.

a. Qualifying Purchases

Qualifying Purchases are defined as the following purchases made with the Card of the Participating Card Program:

- Travel: Purchases at any merchant classified under Merchant Category Codes (MCCs) 3000 to 4789 (inclusive) and 7011. For example, this includes airlines, airport retailers, lodging, including hotels, motels, resorts, vacation rentals (including vacation rental sites), car rentals, couriers, local and long distance delivery, ground transportation, cruise lines, travel agencies, tour operators, tolls, bridge fees, and other transportation.
- Entertainment: Purchases at any merchant classified under MCCs 4899, 5733, 5815, and 7832 to 7999 (inclusive), with the exception of Betting and Lottery Merchants under MCC 7995. For example, this includes movies, theaters, museums, performing arts, bowling alleys, stadiums, sporting events, amusement parks, aquariums, zoos and other recreation and tourist attractions.
- Everyday shopping: Purchases at any merchant classified under MCCs 5122, 5300 to 5499 (inclusive), 5541, 5611 to 5699 (inclusive), 5732 to 5999 (inclusive), 7210 to 7278 (inclusive), and 7296 to 7299 (inclusive). For example, this includes consumer retail stores, online retailers, book stores, service/gas stations, grocery stores, supermarkets, department stores, bakeries, drug stores, clothing stores, clothing rental, restaurants, eating places, health and beauty spas.
- Carbon credit purchases at the Gold Standard marketplace <https://marketplace.goldstandard.org/collections/projects;>
- You WILL earn X Points for any Sales Tax paid pursuant to a Qualifying Purchase.
- The Participating Card Program is intended to be used for consumer transactions and for personal use only. We reserve the right to review Your transactions and if We determine that

Your Card is being used primarily for business purposes, We may cancel Your Card and/or not provide You X Points for such business purchases.

For the purposes of determining the Earn Rate for each Qualifying Purchase, the following shall apply:

- Dining: MCCs 5812 and 5814;
- Entertainment: (as defined above);
- Charitable Contributions: MCC 8398;
- Airlines: MCCs 3000-3018, 3020-3069;
- Hotels: MCCs 3501-3850, 7011, 7012;
- Select E-commerce Sites: please see xworldwallet.com/x-points/ for a full updated list, including the qualifying Merchant IDs;
- Select Rideshare & Delivery Services: please see xworldwallet.com/x-points/ for a full updated list, including the qualifying Merchant IDs;
- Select Online Subscription Services: please see xworldwallet.com/x-points/ for a full updated list, including the qualifying Merchant IDs;
- Carbon credit purchases at the Gold Standard marketplace: means carbon credits purchased through <https://marketplace.goldstandard.org/collections/projects>.
- Everyday Qualifying Purchases: means all Qualifying Purchases that are not categorized as Dining, Entertainment, Charitable Contributions, Airlines, Hotels, Select E-commerce Sites, Select Rideshare & Delivery Services, Select Online Subscription Services, or carbon credit purchases at the Gold Standard marketplace.

The MCC and the Merchant ID determine the Earn Rate. Each merchant that accepts Visa or Mastercard cards has a Merchant Category Code and Merchant ID that is selected by the merchant or its processor. Although a merchant or some of its products and services may appear to fit within a category, the merchant may have an MCC in a different category. For more information on MCC's, refer to the Visa/Mastercard websites. Sometimes a merchant may have more than one Merchant ID; only Qualifying Purchases with the identified Merchant ID qualify for the Earn Rate.

b. Qualifying Transactions with Your Card or X World Club

Qualifying Transactions are defined as:

- Active FX transfers between Currency Wallets that you make via the Account Center (excluding Auto Wallet Transfers);
- Any action that meets all the requirements of an offer that We may make to you from time to time. From time to time, We may offer You special opportunities to earn X Points, for example, by loading funds into the Card, exchanging funds between wallets, referring friends, or using

Your Card to purchase goods or services offered by Affiliates. In such cases, You will earn X Points per the terms and conditions of the specific promotion.

c. Booking Travel through the X World Club Travel Portal

You may access the X World Club Travel Portal through the Mobile App or Website of the Participating Card Program.

When You use the X World Travel Portal, You will earn X Points for each booking purchased, minus returns or refunds. If You book travel for several people, You will earn X Points for all of the paid bookings. The number of X Points that You will earn is indicated alongside each booking offer, in Your payment confirmation and in your X World Club Account history.

Keep in mind that aside from the X Points earned for booking travel through the Travel Portal, You will also earn additional X Points if You pay with the Card of the Participating Card Program.

X Points earned for booking travel through the X World Club portal will be held in pending status, and will not be able to be used or redeemed until they are deemed as fully earned, which occurs after the travelers complete their trip. Please see section 5.e. Below.

d. Excluded transactions

Unless otherwise expressly stated in an offer that We communicate to you, You will NOT earn X Points for any of these transactions regardless of how the transactions are made (and any X Points allocated to any such transaction may be subsequently deducted or canceled at any time): cash withdrawals, gambling and lottery transactions, quasi-cash transactions (such as purchase of money orders, travelers' cheques and foreign currencies in cash), money transfers or P2P, debits for Fees and charges assessed to the X World Club Account or Card Account, transfers between Participating Card Program accounts (unless such transfers are deemed a Qualifying Transaction per the terms of an offer communicated to You), adjustment transactions, tax payments made to tax authorities and tax collection entities (Sales Taxes, VAT and similar taxes paid pursuant to a Qualifying Purchase or Qualifying Transaction DO earn X Points), unauthorized or fraudulent charges, or Qualifying Purchases or Qualifying Transactions that are canceled, charged back, returned or refunded. If Your X Points are deducted or canceled pursuant to this provision, Your X Points balance may be negative and We may deduct the corresponding redemption value of such X Points from the available balance of Your Card Account.

e. When are X Points credited to Your Account?

You will see the balance of Your X Points (both fully earned and pending X Points) in the Account Center.

In some instances, such as when You make travel bookings through the Travel Portal or certain other Qualifying Transactions, the X Points will be held in pending status until they are deemed fully earned and become available for redemption:

Eligible Event	When do X Points become available for
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	redemption?
Qualifying Purchases	up to 72h after the transaction settlement date
Qualifying Transactions	up to 72h after the transaction settlement date (or as indicated in the offer)
Travel bookings through X World Club Portal	up to 30 days after travel completion

“Travel completion” in relation to any travel or experience booked through the Travel Portal means that You, or other travelers that You booked through the Travel Portal, must have completed the stay in the hotel booked, flown on the booked flight itinerary, used the rental car You reserved individually or as a part of Your vacation package, or used the ticket(s) for the event/activity for which You booked and paid.

Changes or cancellations to the booked itinerary may result in differences between the estimated amount of pending X Points calculated and the ultimate amount of X Points posted to the Member’s Account for that itinerary.

X Points in pending status are not available for redemption or use.

f. Fees

The X World Club Membership Monthly Fee of \$3.00 is assessed at the end of your Billing Cycle which is determined by the time that you open your Participating Card Program account. For example, if you open your Participating Card Program account on April 5th, the end of your first Billing Cycle will be May 5th, and you will be charged the monthly fee on the 5th of every month thereafter. The X World Club Membership Monthly Fee may be waived under certain circumstances. Please refer to your Participating Card Program account agreement for details on these waive conditions as these may vary.

6. Using X Points

a. Once X Points are available for redemption, You may use them through any of the redemption methods that We may make available from time to time, including:

- **Converting X Points to any Participating Card Program Available Currency:** Log into Your Participating Card Program account to transfer X Points from Your X Points wallet to any of Your other Currency Wallets. Please note that transferring X Points into any non-USD Currency Wallet will cause the Applicable Exchange Rate to be applied. Such Applicable Exchange Rate is disclosed before You confirm the transaction. Please refer to the Participating Card Program agreement for more information.

- **Using X Points for Travel:** Log into the Account Center, select “Bookings” and use the Travel Portal to make Your bookings for airline, hotel, car rentals, experiences and other available offerings. (Please note the travel booking services are provided by a third party service provider and subject to the terms and conditions and privacy policy of such third party, all of which are disclosed to You in the Travel Portal.) If any service fee applies, We will let You know before You confirm the booking. Additionally, some Participating Card Programs or Affiliates may allow You to pay with X Points to book for travel. When You book travel with X Points, You may be responsible for separately paying taxes, entry or departure fees, and paper ticket fees.
- **Purchasing digital gift cards:** You can purchase digital gift cards and send them to friends and family. Gift cards may be Visa or Mastercard branded, or may be valid solely at participating merchants, and their use and expiration is subject to specific terms and conditions which are provided to You prior to Your purchase.
- **Paying with X Points:** We or the X Affiliates may from time to time allow You to purchase goods and services by paying directly with X Points and without needing to transfer X Points to a Currency Wallet.
- **Donation of X Points for charitable purposes:** In addition to the Change Together initiative described in Section 9 of this Agreement, XWC may enable You to donate a portion or all of Your X Points to participating non-profit organizations. XWC never charges any fees for this service nor takes any percentage of the X Points donated. Donations of X Points are not tax-deductible.

b. Redemption value: When You convert X Points to Your USD Currency Wallet or purchase gift cards, each X Point shall be worth US\$0.005 (USD half a cent). Transferring X Points into any non-USD Currency Wallet will cause the Applicable Exchange Rate to be applied. For other redemption methods, the value of the X Points may vary and will be indicated prior to Your usage/redemption. You may see the X Point redemption rates in the Account Center.

c. Unless expressly noted, transactions using X Points are deemed final and cannot be canceled or reimbursed.

d. X Points usage and redemption methods may be subject to limitations and conditions established by Us or the X Affiliates. These may include, without limitation, terms and conditions governing the offer, enrollment terms, minimums or maximums of X Points to be used, available travel dates, return policies, black-out dates, minimum age requirements, fees, etc. These additional terms and conditions will be communicated to You prior to Your redemption.

e. Some redemptions may be subject to fees, taxes, surcharges or optional charges which are at Your expense and must be paid separately, without X Points. Examples of these are local hotel taxes, taxes and surcharges for car rentals, Sales Taxes, shipping and handling charges, and airport fees. These fees or taxes will be communicated to You prior to Your redemption.

f. In certain cases, if Your redeemable X Points balance is insufficient to cover the entirety of a reward, We may allow You to pay the additional cost separately.

g. You are responsible for the entirety of the X Points usage and redemptions in Your Account, even if such redemption has been performed by an Authorized User. We are not responsible for any dispute between You and an Authorized User.

h. As to any goods or services acquired with X Points, including any gift cards, We are not responsible for their quality, delivery, loss, return, replacement, redemption, or any failure by a merchant to honor the item.

i. You agree that We may share information about Your Account with Affiliates for the purpose of enabling You to redeem X Points. You may be required to enroll in a specific X Points redemption offer.

j. Methods and offers or special promotions to redeem X Points may vary, depending on Account activity, Elite Status Tier, geographic region or other criteria determined solely at XWC's discretion.

k. We may prohibit, terminate or suspend X Point usage or redemption of any Member or Members at any time for any reason.

7. Correction of X Points credited or debited from Your Account.

While We endeavor to correctly credit and debit Your X Points, You are responsible for reviewing Your X World Club Account and ensuring that X Points are properly credited and debited. Please contact Customer Service of the Participating Card Program if You perceive there may be an error in Your X Points balance. If You contact us, prior to making any correction, We may require that You provide relevant information and documents about transactions for which X Points were earned or used. Any Member request to correct the X Points balance must be received within 6 months of the transaction for which X Points have been or should have been credited or debited. Failure to make this request within 6 months of the relevant transaction shall result in denial of the claim.

8. Membership Tiers & Enhanced Benefits

X World Club includes several membership tiers (or "Elite Status Tier") which provide increasing benefits and rewards. The allocation of a Member's Elite Status Tier is determined on the first of each calendar month on the basis of such Member's earned X Points during the preceding 12 calendar months.

Elite Status Tier	Minimum X Points Earned* (in the Past 12 calendar months)
GOLD	30,000 - 49,999
PLATINUM	50,000 - 74,999

TITANIUM	75,000+
DIAMOND	By Invitation Only

b. Elite Status Tier determination shall be based solely on X Points earned through Qualifying Purchases using the Participating Card Program. X Points in pending status will not apply for Elite Status Tier.

c. Once you reach an Elite Status Tier, You will hold that tier for at least 12 months from the first date on which you reached it. At the expiration of this period, your Elite Status tier will be recalculated.

d. Benefits of Elite Status Tiers

Attainment of Elite Status Tier enables the Member to access the following benefits:

Elite Benefits

Tier	Benefits
GOLD	<ul style="list-style-type: none"> - Everyday Qualifying Purchases Earn 20% more X Points (1.2 Points per \$1USD or its equivalent) - 15% more X Points on the Qualifying Purchase when you use the Card of the Participating Card Program to pay for bookings in the Travel Portal*
PLATINUM	<ul style="list-style-type: none"> - Everyday Qualifying Purchases Earn 25% more X Points (1.25 Points per \$1USD or its equivalent) - 20% more X Points on the Qualifying Purchase when you use the Card of the Participating Card Program to pay for bookings in the Travel Portal*
TITANIUM	<ul style="list-style-type: none"> - Everyday Qualifying Purchases Earn Earn 30% more X Points (1.3 Points per \$1USD or its equivalent) - 25% more X Points on the Qualifying Purchase when you use the Card of the Participating Card Program to pay for bookings in the Travel Portal*
DIAMOND	AS PER INVITATION

*If the Travel Portal shows that you will earn X Points for the booking, you will earn those X Points plus the bonus X Points earned by making the Qualifying Purchase with the Card of the Participating Card Program.

In addition, special Elite Benefits may be provided to Members from time to time. For the complete list of Elite Benefits available at any time, please see the Account Center.

9. CHANGE TOGETHER COLLECTIVE

With Change Together Collective, You can use Your X World Club Membership to serve as a central agent of positive change to reduce our CO2 emissions and contribute to underserved communities both at home and abroad. Together we purchase carbon credits, financing projects that reduce emissions, protect the environment and promote sustainable development.

How we effect change together:

- We donate 1% of booking values to carbon offsets: Every time You make a booking through the Travel Portal, We will donate 1% of the booking amount (excluding taxes or fees) to purchase carbon credits from the Gold Standard marketplace (see below).
- Round up Your purchases for carbon offsets: Every time You make a Qualifying Purchase, You can elect to round it up to the next nearest dollar (or its equivalent). At the end of every month, We combine the total rounded up amounts from all Qualifying Purchases by participating Members that posted in that month and purchase carbon credits from the Gold Standard marketplace. When you round up, the amount of the round up is deducted from your Available Balance. The amount of the round up receives the same Earn Rate that applies to the underlying Qualifying Purchase. You will receive an impact statement for your contributions.

Example:

The cost of a dinner at a restaurant is USD\$115.01. You have previously opted into the round up for carbon offsets program. You pay with the Card of the Participating Card Program and it constitutes a Qualifying Purchase for the dining category.

Your card is charged USD\$116.00. At the end of the month, the \$0.99 cents (the amount of the round up) is added to all of your round ups for the month. We aggregate all of Your round up amounts with those of all other participating Members and purchase carbon credits from the Gold Standard marketplace.

You earn 348 X Points (\$116 x 3 Points) because the transaction counts as a Qualifying Purchase in the dining category.

- Two X Points when You buy carbon credits: When You use the Card of the Participating Card Program to buy carbon credits through the Gold Standard marketplace, You will get two X Points for every USD\$1 (or equivalent in another currency) spent. You must buy the carbon credits here: <https://marketplace.goldstandard.org/collections/projects>. (We may from time to time incorporate other participating marketplaces and will notify You of such availability.)

- Additionally, from time to time We or the X Affiliates may offer additional benefits or features for Change Together.

The Change Together initiative supports the Gold Standard Foundation by purchasing carbon offset projects offered through its marketplace. The Gold Standard Foundation (“Gold Standard”) was established in 2003 by WWF and other international NGOs. Gold Standard ensures that projects that reduce carbon emissions feature the highest levels of environmental integrity and also contribute to sustainable development. The organization has also launched a best practice standard for climate and sustainable development interventions. As part of these endeavors Gold Standard operates a marketplace for high-impact Gold Standard carbon credits projects. The marketplace features instant retirement of carbon credits and full traceability. Proceeds benefit project developers directly, enabling them to maintain and expand their project activity and deliver more climate and sustainable development impact. Gold Standard projects lead to benefits such as the creation of jobs, protection of endangered species, access to safe water, and improved health and livelihoods. For more information, see <https://www.goldstandard.org/> and <https://marketplace.goldstandard.org/collections/projects>.

From time to time, at our sole discretion, We may elect to vary the scope of the program, add other marketplaces or replace the Gold Standard marketplace with other reputable marketplaces.

Monthly Impact Statement

Each month, You will receive a digital impact statement corresponding to Your Change Together contributions. The digital impact statement will be issued by XWC and it will show the amount contributed and information about the supported projects.

10. Termination and Forfeiture of Benefits, including X Points

X Points expire or are forfeited in the following circumstances:

- The expiration or forfeiture is provided by this Agreement, including if XWC amends or terminates the Club or any of its benefits;
- XWC has closed the X World Club Account as permitted under this Agreement, for example if XWC determines the Member has engaged in Prohibited Conduct;
- XWC determines it is necessary or convenient to do so to comply with applicable laws or regulations;
- You have requested the X World Club Account closure prior to redeeming any available X Points;
- The Member has died;
- The Member has not responded to communication attempts regarding the status of the Member’s Account for over 12 months,
- The Member has not logged into the Account for over 24 months.

Once expired or forfeited, X Points or any benefits shall not be reinstated.

Effect of Termination

X World Club Account closure automatically terminates this Agreement and results in the closure of Your Card Account. (However, the Card Account can be closed without necessarily resulting in the closure or termination of the X World Club Account.)

You understand and acknowledge that upon termination of the Agreement (i) We will have no further obligation to provide or allow access to Your X World Club Account or any of its functionality or benefits; and (ii) any license or other rights granted to You by this Agreement immediately cease. Upon X World Club Account closure, XWC will delete or destroy ANY INFORMATION related to Your Account, except as may be required by applicable law or as provided in Our Privacy Policy.

Person's whose Accounts have been terminated shall not be eligible to participate in any aspect of the Club and shall not be eligible to enroll with new X World Club Accounts without XWC's consent.

11. Other Important Information

- A. You have no rights to or over X Points; they are not Your property.
- B. You cannot transfer X Points unless expressly allowed in this Agreement. X Points cannot be transferred by operation of law, such as by divorce, inheritance or bankruptcy.
- C. You are solely responsible for any tax of any type that may apply or arise out of the accrual or redemption of X Points. Because Your participation in the Club may result in miscellaneous income from XWC, We may be obligated to provide You IRS FORM 1099-MISC (Miscellaneous Income) or 1042-S (Foreign Person's US Source Income Subject to Withholding) and make the corresponding filing with the IRS.

12. X Affiliates

The X Affiliates participating in X World Club (i) are not sponsors of the Club, (ii) are subject to change without notice (both the X Affiliate itself as well as its products and services), and (iii) are solely responsible for the quality and performance of any products or services they provide as well as for their acts and omissions. You acknowledge and agree that XWC is not liable for, nor does it guarantee, products or services provided by Affiliates, which include the vendors who provide the Travel Portal and its travel booking services, discounts, merchant offers or other awards or benefits (other than the X Points themselves) provided through the Club.

13. Relationship with other agreements

This Agreement complements other agreements which govern Your use of the Card Account of the Participating Card Program. As to any matter affecting the benefits or operations of the X World Club, in case of any conflict between this Agreement and those agreements that govern the Card Account, the terms of this Agreement shall prevail.

X World Club may provide You services or offers that are subject to specific terms and conditions. Such terms and conditions will be provided to You prior to Your accepting such service or offer and will be part of this agreement.

14. Prohibited Conduct

By enrolling in the Club, You agree NOT to:

- breach this Agreement, any other agreement with XWC or any other agreement related to the operation of the Card Account;
- maintain a negative X Points balance for more than 30 calendar days;
- access or use any part of the Club for any non-personal or commercial purpose;
- Engage in the sale, barter or transfer (other than as expressly allowed in this Agreement) of X Points or any other benefit or reward;
- abuse the Club or its privileges, including by fostering or causing the creation of false Accounts or referrals and engaging in any activity to illegitimately earn X Points (such as by returning products or services after X Points have been conferred);
- access or use any part of the Club for any illegal or fraudulent purpose or to violate any law, statute, ordinance, or regulation;
- seek to obtain unauthorized access to any Member's Account;
- modify or attempt to modify or in any way tamper with, circumvent, disable, damage, introduce any malicious code or otherwise interfere with the operation of the Club;
- access or use the Club in a way that may infringe upon the intellectual property or other rights of any party, including, without limitation, trademark, copyright, privacy, or publicity rights; or
- provide false, inaccurate or misleading information;
- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Club or any part thereof (including any Mobile App or Website used in conjunction with the Club of the Participating Card Program);
- modify, adapt, translate or create derivative works based upon the Club or any part thereof, except and only to the extent the foregoing restriction is expressly prohibited by applicable law; or
- copy, distribute, transfer, sell or license all or part of the Club;
- take any action to circumvent, compromise or defeat any security measures implemented in the Club; or
- upload or transmit in any way any content that may be reasonably perceived by a third party as obscene, sexually explicit, inflammatory, derogatory, harassing or offensive.

Each of these behaviors constitutes Prohibited Conduct.

If XWC determines, at its sole discretion, that You have engaged in any Prohibited Conduct, XWC may:

- without notice, suspend or terminate Your Account, limit any benefits or rewards and retract any benefits conferred, including forfeiting any or all X Points or any Elite Status Tier;

- require that You repay the value, as determined by XWC, of the X Points redeemed or benefits You acquired as a result of or through the Prohibited Conduct. If You should refuse to repay, XWC may initiate any corresponding legal action to recover such amount;
- These remedies are cumulative and in addition to any other legal remedies XWC may exercise.

If Your Account has a negative X Points balance for more than 30 calendar days, You hereby authorize XWC (and the Issuer of the Card issued to You via the Participating Card Program) to debit the value of the X Points owed from funds held by You in any Currency Wallet of Your Card Account. In such case, XWC (or the Issuer of the Card issued to You via the Participating Card Program) will provide You written notice of the amount debited. You also expressly authorize that if funds held in Your USD Currency Wallet are insufficient to cover the entirety of the X Points negative balance, such debit may be drawn from any other Currency Wallet, resulting in the application of the Applicable Exchange Rate to the transaction.

15. Use of the Club and its services

a. Website and Mobile Applications. XWC or the Participating Card Programs may make available Mobile Apps to allow You to access the X World Club Account and the Card Account. Neither the Mobile Apps nor their underlying information and technology may be exported or re-exported into any country to which the U.S. or the government of Your Home Country has embargoed or to anyone who is a Sanctions Target. You represent and warrant that You are not located in, under the control of or a national or resident of any such country or on a Sanctions Target, and that You will otherwise comply with all applicable export control laws.

b. Account Profile / Updating Your Account. You agree to keep Your X World Club Account Information current, complete and accurate by periodically updating the information. We may require You to submit copies of documents or identifications and to validate Your identity to provide You access to certain Program features.

c. Confidentiality of Credentials. You will maintain the confidentiality of Your username and password (the "Credentials") by which You access the Account Center. Any use of Your Credentials will be deemed to be by You or an Authorized User. Unless You have previously notified Us of the loss or disclosure of Your Account Information or Credentials and changed Your Credentials, XWC is entitled to act on instructions received under Your Credentials and is not responsible for any credits or debits of X Points made to Your Account by someone else. If You suffer a loss of Your Credentials or Account Information, You agree to immediately change Your password and notify Us of such breach. To the extent We support X World Club Account enrollment or sign-in via credentials of third-party platforms, such as Facebook or Google, any such use of third-party platforms is subject to the terms, conditions and privacy policies of such third parties.

d. Personal Data and Privacy Policy. Your Membership and participation in the X World Club Program requires us to obtain, process and, in certain cases, share Your personal data with Affiliates. We will always do so in accordance with applicable law. Further information on how We use and process Your personal data is set out in the X World Club Privacy Policy that corresponds to Your Home Country and is a part of this Agreement.

e. Electronic Communication. By enrolling as a Member, You agree to receive communications and notices, including any written notices required to be provided by law, via electronic mail. We may also send You notifications via other electronic means, such as via SMS messages or push notifications through the Account Center or the Mobile App. Your cell phone provider may charge You for SMS messages. We are not responsible if any message or notification is delayed or undelivered due to telecommunications problems, including the unavailability of cell phone service or internet access.

f. Scope of communications. You cannot opt out from receiving communications that relate to Your X World Club Account. However, You can elect to opt out from receiving or opt-in to receive communications that relate to promotional offers and rewards.

g. Third-Party Websites. The Club features and benefits, including Websites, Mobile Apps and Account Center, may contain links to third-party websites. The linked sites are not under Our control, and We are not responsible for the contents of any linked site. We provide these links for convenience only, and a link does not imply Our endorsement of, sponsorship of, or affiliation with the linked site. You should perform an appropriate investigation before proceeding with any transaction on any third-party website.

h. User Content. If You provide, upload, submit or send through the Websites or Mobile Apps any user generated content, such as feedback, comments or reviews, You are responsible for all such content. You grant XWC (and its parent company or affiliated entity) a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use, reproduce, modify, adapt, translate, publish, reproduce and display such content and associated intellectual property and publicity rights in any manner and for any purpose, including to improve the Club or Participating Card Program and create other products and services. Unless expressly agreed in writing prior to the submission of any such content, XWC will not compensate You for any such content. You acknowledge that XWC's use of Your content will not infringe any intellectual property or publicity rights.

16. Intellectual Property and Copyrights

You hereby acknowledge that XWC or its licensors own all rights, title and interest in and to the Program and its related content.

17. Indemnification

You agree to indemnify and hold XWC, its Affiliates and third party service providers, as well as their respective officers, directors, employees, successors, agents, affiliates and contractors, harmless from and against any and all Claims, damages, liabilities, losses or expenses of any type (including attorneys' fees and court costs) arising out of or relating to Your or an Authorized User's (i) use of the Club, (ii) breach of this Agreement, (iii) violation of any law, and/or (iv) violation of any right of any third party. You agree to cooperate as fully as reasonably required in Our defense and/or settlement of any such Claim subject to indemnification. We reserve the right, in Our reasonable discretion, to assume exclusive control over the defense and settlement of any matter subject to indemnification by You.

Disclaimers; No Warranties

X WORLD CLUB IS PROVIDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

WE MAKE NO WARRANTY AS TO THE QUALITY, ACCURACY, COMPLETENESS, RELIABILITY OR VALIDITY OF THE CLUB OR ANY CONTENT PROVIDED PURSUANT TO THE CLUB. XWC DOES NOT WARRANT THAT THE FUNCTIONALITY OF THE CLUB WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THEY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHER, XWC DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OR ACCURACY OF ADVERTISEMENTS FOR ANY PRODUCTS OR SERVICES OFFERED OR PROVIDED BY ITS AFFILIATE STORES OR SELLERS IN CONJUNCTION WITH THE CLUB.

19. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL XWC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES OR FOR ANY LOSS PROFITS, LOSS DATA OR LOSS OF USE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT THE XWC'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED FIFTY U.S. DOLLARS (\$50). THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITIES OR CAUSES OF ACTION HOWEVER ALLEGED OR ARISING, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CLAIM WHETHER IN TORT, CONTRACT, OR EQUITY.

20. Compliance with laws

The Club is void where prohibited by federal, state, or local law. At its sole discretion, XWC reserves the right to deny the earning or redemption of X Points or other benefits of the Club, if it determines that such rewards are prohibited by law.

21. Waiver and Severability of Terms. Any waiver or failure by XWC to enforce any provision of this Agreement will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the remaining provisions.

22. Assignment. You may not assign, transfer, or otherwise dispose of Your rights and obligations under this Agreement, in whole or in part, without our prior written consent, and any such assignment without such consent will be null and void. XWC has the right to transfer, assign or otherwise dispose of this Agreement without providing You notice or obtaining Your consent.

23. Interpretation. Headings under this Agreement are intended only for convenience and shall not affect the interpretation of this Agreement.

24. Choice of Law. The validity, construction and interpretation of this Agreement and the relationship between You and XWC, including the rights and duties of the parties, will be governed by the laws of the State of Texas in the United States without regard to its conflict of law provisions. This shall not limit the protection afforded to You by provisions that cannot be derogated from by agreement by virtue of applicable law.

25. Dispute Resolution (applies only if Your Home Country is the United States of America, if Your Home Country is elsewhere, please see the addendum dispute resolution clause that applies in your jurisdiction)

You agree that for any Claim, dispute, or controversy in any manner related to or arising from the Program, You will contact XWC in writing at support@xworldwallet.com to resolve the Claim informally. This process is required regardless of whether such Claim is based in contract, tort, statute, regulation, common law or equity, including, but not limited to, Claims arising out of or relating in any way to (a) the validity, enforceability, scope, interpretation, execution, administration, or amendment of this arbitration provision or this Agreement; (b) any alleged breach of this Agreement, (c) Your acquisition or use of the Account; (d) the X Points availability; (e) advertisements, promotions or oral or written statements, representations or disclosures related to this Agreement, the Account or Card(s); (f) any Fees, costs or charge subject to this Agreement; (g) any transactions, including goods or services purchased with the Account or X Points; or (h) the benefits and services related to the Account, no matter how described, pleaded or styled. If We are unable to resolve the Claim informally to the satisfaction of both parties within 45 days, the Claim shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”) (9 U.S.C. 1-16). The right to appeal is limited under the FAA.

You may file a Claim, obtain a copy of the arbitration procedures or request information about the AAA by contacting the AAA at: 335 Madison Avenue, New York, NY 10017 or by visiting www.adr.org.

Any arbitration hearing that You attend shall take place in the federal judicial district of Your residence.

At Your written request, We will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim You initiate as to which You or We seek arbitration. Waivers may also be available from the JAMS or AAA. At the conclusion of the arbitration, the arbitrator will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT EXCEPT AS EXPRESSLY PROVIDED IN THE NEXT PARAGRAPH. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

Each party retains the right to seek relief in small claims court when such a court has proper jurisdiction over a Claim. All other Claims are required to be resolved through **MANDATORY** and **BINDING** arbitration. Pursuing relief in small claims court for proper Claims within the court’s jurisdiction does not waive Your right to seek arbitration for separate Claims outside the jurisdiction of small claims court.

All determinations as to the scope, interpretation, enforceability and validity of this Agreement, including this arbitration provision, shall be made final exclusively by the arbitrator, whose award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction. Review of an arbitrator’s award is limited to review in accordance with applicable statutes governing arbitration awards.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE. No arbitration award or decision will have any preclusive effect as to claims, disputes or controversies with anyone who is not a named party to the arbitration.

There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated.

This arbitration provision shall survive: i) the termination of the Agreement or any Account; ii) the bankruptcy of any party; or iii) the forfeiture of any X Points. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE ACCOUNT. PLEASE CANCEL YOUR ACCOUNT BY CONTACTING CUSTOMER SERVICE.

26. Entire Agreement. This Agreement, and any agreements or terms and conditions expressly incorporated to this Agreement herein, constitutes the entire agreement between You and XWC in relation to the entirety of the Program. XWC expressly disclaims any representations, statements or agreements which are not a part of this Agreement.

Exhibit 1

Definitions

The following terms have these meanings wherever they are used in this Agreement.

Account or X World Wallet Account or Participating Card Program Account	The X World Wallet Account consisting of the multicurrency demand deposit account, the related Cards issued pursuant to this Agreement, and the related records that we maintain related to your usage, including credits and debits.
Account Center	The section of the Website or Mobile App where you may Activate your X World Wallet Account or Card, log in and manage the various features of your Account.
Agreement	This document, including the Fee Schedule
Applicable Exchange Rate	The exchange rate that applies to any transaction in which Rêv or the Card Network perform a conversion of currencies, including

	Deposits, transfers between Currency Wallets, purchases and ATM withdrawals. This exchange rate includes a margin and varies depending on the type and time of the transaction.
ATM	An automated teller machine that accepts cards with the Card Network brand for cash withdrawals.
Auto Top-Up Functionality	To the extent provided, means a feature by which You may automatically load funds to your Account either when your Account reaches a specific Available Balance or at predetermined time intervals.
Auto Wallet Transfer	When a Currency Wallet has insufficient funds to cover a specific transaction or Fees assessed, funds will be automatically transferred from another Currency Wallet(s) in the Currency Order to allow the transaction to be completed. Auto Wallet Transfers will be completed using the Applicable Exchange Rate.
Available Balance	The monetary value recorded by us as available for transactions using your Account or Cards. Your available balance at any time is calculated by deducting all debit activity (including payment transactions, funds reserved for authorizations and Fees) from the credits to your Deposit (including Deposits, P2P transfers and refunds).
Bank	Means Texas First Bank, an FDIC-insured member institution, and its successors and assigns.
Billing Cycle	Means the monthly anniversary of when you opened your account (each such month a "Billing Cycle"). For accounts opened on the 29th, 30th, or 31st of a given month, for purposes of the Billing Cycle, we will consider the Account opened as of the 28th of such month.
Business Day(s)	Monday through Friday, excluding public holidays observed by Issuer.
Card	The Visa or Mastercard card issued to you which: (a) serves as a means of payment with retailers that accept the payment network of your Card and also (b) allows you to withdraw cash at financial institutions or ATMs that accept the payment network of your Card.

	The Card may be The Card may be a Physical Card, a Digital Card, or a Virtual Card.
Cardholder	The physical person to whom a Card is issued.
Card Network	The Card Network will be Mastercard if your Card has the Mastercard logo, or Visa if your Card has the Visa logo.
Claim	Any claim, dispute, or controversy related to or arising from the use of an Account.
Communication(s)	Disclosures, notices, agreements, Fee Schedules, statements, records, documents, and other information We provide to You, and as further defined in the X World Wallet Account Electronic Communications Agreement.
Credentials	Any or all of the following information: the PIN, Account Center username and password, security questions and answers, or biometric login.
Currency Order	The sequential order of your Currency Wallets that will be utilized to process transactions or Fees when you have more than one currency Deposited in your Account and an individual Currency Wallet does not have sufficient funds.
Currency Wallet/Wallet	The portion of your Account that holds funds in a denominated currency.
Customer Service(s)	support@xworldwallet.com or 1 915 - 900 - 7389
Deposit/ Depositing	To add money to the Account.
Deposit Mechanism(s)	Any method which We may make available for You to Deposit funds to your Account.
Digital Card	The online hosted, digital virtual representation of your Physical Card that enables you to make purchases with your mobile device through digital wallets provided by third parties.

Electronic Records	Communications provided in electronic form.
Fee(s)	Any charge that may be applied to your Account pursuant to this Agreement or any other agreement governing your use of the Account.
Fee Schedule	The schedule of Fees outlined in Section 8.F.
Foreign Currency Wallet	A Currency Wallet that holds funds in a currency other than US Dollar.
Good Reason	Occurrences described in Section 13 of this Agreement that may lead to Account and Card suspension or termination/cancellation.
Home Currency Wallet	The primary Currency Wallet of your Account, which holds US Dollars.
Inactivity Fee	A Fee, as outlined by the Fee Schedule, assessed to an Account on a monthly basis if the Account: a) does not have Transaction Activity in the preceding 12 months, or b) is closed or suspended by us due to fraud, or for Good Reason, in which case the Inactivity Fee will be assessed each month after the date of Account closure or suspension.
Issuer	Means Texas First Bank, an FDIC-insured member institution, and its successors and assigns.
Limit(s)	The monetary limits that apply to the usage of the Account and Card which (a) are identified in Section 8 "Limits" or (b) are included in the Account Center for certain features.
Mobile App	A software application that runs on a smartphone, tablet or other portable device. This application allows you to obtain access to the Account Center. Not all of the functionality or features of the Website may be available on the Mobile App.
Non-Wallet Currency	A currency that is not one of the Currency Wallet currencies. For clarity, you can use your Card to pay in Non-Wallet Currencies, but you will not have the ability to hold funds in Non-Wallet Currencies.

<p>Personal Identification Number (PIN)</p>	<p>A four (4) digit personal identification number that you set and which must be used to undertake certain Transactions and inquiries using your Card or the Account.</p>
<p>Physical Card</p>	<p>Means the physical payment Card that is linked to your Account and is issued to you upon your completion of the registration requirements.</p>
<p>Preferred Load Wallet</p>	<p>The Currency Wallet which receives the funds when you perform a Deposit. By default the Preferred Load Wallet is set to the Home Currency Wallet (USD). We may enable you to select a different Currency Wallet. In this case, if you select a Foreign Currency Wallet as your Preferred Load Wallet, then a real time exchange, at the Applicable Exchange Rate, will be performed at the time the Deposit is credited to the Account.</p>
<p>Transaction Activity</p>	<p>Means the following subset of transactions: any purchase transaction, Deposit, ATM transaction, ATM balance inquiry, account to Deposit transfer, or a transfer of funds between Currency Wallets initiated by the Cardholder through the Mobile App or Website (as opposed to an Auto Wallet Transfer). If you do not perform any of these transactions, during the specific time established in section 11 "INACTIVE OR DORMANT ACCOUNTS" an Inactivity Fee will be assessed.</p> <p>Debit or credit activity initiated by us, including the assessment of Fees or currency transactions to enable the collection of such Fees do not constitute Transaction Activity.</p>
<p>Virtual Card</p>	<p>A non-physical debit Card that can be viewed on the Account Center and contains a 16-digit prepaid card number, an expiration date; and a CVV2 Number that are different from those of your Physical Card.</p>
<p>We, us, our</p>	<p>Refers to the Issuer, its successors, affiliates, assignees or agents.</p>
<p>Website</p>	<p>xworldwallet.com and any additional or replacement website we notify to you as the website for the purposes of these Terms and Conditions from time to time.</p>

you, your	Refers to you, the physical person who has requested or has been issued with the Account or a Card.
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