

XIDAX TERMS AND CONDITIONS.

BY ACCEPTING DELIVERY OF, OR USING A XIDAX COMPUTER SYSTEM, OR ACCESSING THIS WEBSITE, CUSTOMER AGREES TO THESE TERMS.

IMPORTANT: PLEASE READ CAREFULLY. THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT AND A WAIVER OF CLASS ACTION RIGHTS. THIS IS A "LIMITED WARRANTY" AS THAT TERM IS USED IN THE MAGNUSON-MOSS WARRANTY ACT.

These Warranty Terms and Conditions ("Terms") govern the Limited Lifetime Service Policy and Limited Hardware Warranties offered by XIDAX LLC, a Utah limited liability company ("Xidax," "we," "our," or "us"), for qualifying products purchased directly from Xidax.

1. LIMITED LIFETIME SERVICE POLICY

MAGNUSON-MOSS CLASSIFICATION: The Limited Lifetime Service Policy constitutes a “limited warranty” under the Magnuson-Moss Warranty Act solely with respect to labor services described herein and is not a full warranty. The Lifetime Service Policy is limited to labor for covered repairs and does not extend the duration of any parts warranty, does not guarantee the future availability of components, and does not create a service contract requiring Xidax to repair or replace a System beyond the express terms stated in these Terms.

The Lifetime Service Policy provides that Xidax will not charge the original purchaser for labor costs associated with diagnosing and repairing covered hardware defects in the System for so long as the original purchaser owns the System and the System remains in serviceable condition and for so long as the System remains commercially serviceable and replacement parts are reasonably available in the marketplace (the "Service Lifetime").

The Lifetime Service Policy does not extend the availability of replacement parts where parts are obsolete or commercially unavailable.

The Service Lifetime expressly excludes periods during which replacement parts are obsolete, discontinued, or no longer reasonably obtainable through normal commercial channels. Xidax shall have no obligation to manufacture or source unavailable parts.

The Lifetime Service Policy:

- Applies only to the original retail purchaser;
- Is non-transferable;

- Applies only to hardware originally installed by Xidax or upgrades purchased from and installed by Xidax;
- Covers labor only and does not extend any parts warranty beyond the applicable hardware warranty period.

2. DESKTOP COMPUTER LIMITED HARDWARE WARRANTY: All NEW

Desktop Computers include a 2-Year Limited Hardware Warranty (the “Desktop Hardware Warranty”) on the Core Computer, as defined below, unless another optional extended hardware warranty is purchased by Customer. The specific Desktop Hardware Warranty of the “Core Computer” is listed on the product description or invoice or part/model option. Extended Optional hardware warranties of various numbers of years may be purchased by the Customer at the purchase of the computer. Computer monitors, peripherals or external components are not part of the Core Computer and are warranted by Xidax for 1 year only. Because of rapidly and ever-changing computer technology and manufacturers, certain parts or components can become unavailable. During the Warranty, XIDAX will, at its sole option, repair or replace defective desktop computer hardware at its discretion, with new, used, refurbished, recertified, or comparable parts; however, if a desktop computer or component is no longer manufactured or widely supported in the marketplace, or is not otherwise commercially available during any warranty period in this agreement, making the repair of a desktop computer impracticable, Xidax may, at its sole option, elect not to repair the desktop computer, but instead issue an in-store credit for the then value of the desktop computer, a partial refund or a difference system or combination of parts to replace repaired system.

3. LAPTOP COMPUTER LIMITED HARDWARE WARRANTY: All NEW Laptop computers include a 2-Year Limited Hardware Warranty (the “Laptop Warranty”) unless another optional extended warranty is purchased by Customer. During the Laptop Warranty, XIDAX will, at its sole option, repair or replace any defective laptop computer or defective part thereof, at its discretion, with new, used, refurbished, recertified, or comparable parts. The Laptops Warranty does not cover special order parts which were specifically requested by the original purchaser, which special order parts are warranted only for as long as their original underlying manufacturer warranty for such parts.

For purposes of this Section, a "Laptop System" means the portable computing device as originally assembled and configured by Xidax, including integrated motherboard, processor (CPU), graphics processing unit (GPU, if applicable), memory (RAM), internal storage, integrated display panel, keyboard, trackpad, internal battery, and factory-installed wireless components.

The Laptop Warranty does not include:

- Special-order components specifically requested by Customer and not part of Xidax's standard configuration;
- External peripherals, docking stations, adapters, external storage devices, or accessories;
- Software;
- Consumable components, including but not limited to cosmetic wear items; or
- Damage resulting from misuse, abuse, liquid intrusion, accidental damage, or operation outside manufacturer-recommended specifications.

During the applicable Laptop Warranty period, Xidax will, at its sole option:

- Repair the defective Laptop System component;
- Replace the defective component with a new, refurbished, recertified, or materially equivalent component; or
- If repair or replacement is commercially impracticable due to discontinuation, obsolescence, or unavailability, provide a comparable replacement component, in-store credit reflecting the fair market value of the affected component, or a refund reflecting the depreciated value of the affected component.

Replacement components may differ in brand or model but will be materially equivalent in performance and functionality.

Warranty service under this Section does not extend the original Laptop Warranty term, and any replacement component is warranted only for the remainder of the original Laptop Warranty period.

4. GENERAL WARRANTY LIMITATIONS

The Lifetime Service Policy, and all Limited Hardware Warranties including any extended warranties purchased by the Customer (collective the "Warranties") for both Desktop computers and Laptops are all limited as follows:

- a. If the hardware system is defective within the first thirty (30) days after delivery and Customer is located within the continental United States, Xidax will cover standard ground shipping costs both ways. Outside of the continental United States, Customer is responsible for shipping costs unless otherwise required by non-waivable law.
- b. After the initial thirty (30) day period if a return is authorized by Xidax, Customer is responsible for shipping costs to Xidax. Xidax will pay for return shipping to Customer for up to one (1) year from delivery. After the first year of ownership, Customer is responsible for all shipping costs to and from Xidax.

- c. Products sent in for authorized service/exchange must be shipped in original packaging and accompanied by copies of purchase receipts. Replacement packaging can be requested from Xidax customer support for a nominal fee.
- d. Non-XIDAX repairs, upgrades or installations on any covered Xidax computer system may void the Warranties to the extent such unauthorized modification caused or contributed to the defect. Customer is responsible for maintaining the System in accordance with manufacturer-recommended maintenance and care guidelines. Failure to reasonably maintain the System may void warranty coverage to the extent such failure caused or contributed to the defect.
- e. Damage caused by misuse, abuse, neglect, accidental damage, improper installation, improper maintenance, unauthorized modification, exposure to extreme environmental conditions, power surges, lightning, or improper electrical supply is not covered.
- f. Used or recertified equipment is sold as-is, without warranty, unless otherwise stated in writing on the original purchase invoice.

"Core Computer" means the internal hardware components contained within the computer chassis as originally configured and assembled by Xidax, including motherboard, processor (CPU), graphics processing unit (GPU), memory (RAM), internal storage devices, and internal power supply, but excluding:

- Special-order components specifically requested by Customer and not part of Xidax's standard configuration;
- Monitors, peripherals, external accessories, cables, or software;
- Consumable components; and
- Liquid cooling components (which are governed by Section 8).

During the applicable Hardware Warranty period, Xidax will, at its sole option:

- Repair the defective Core Computer component;
- Replace the defective Core Computer component with a new, refurbished, recertified, or materially equivalent component; or
- If repair or replacement is commercially impracticable due to discontinuation, obsolescence, or unavailability, provide a comparable replacement component, in-store credit reflecting the fair market value of the affected component, or a refund reflecting the depreciated value of the affected component.

Replacement components may differ in brand or model but will be materially equivalent in performance and functionality.

Warranty service under this Section does not extend the original warranty term, and any replacement component is warranted only for the remainder of the original Desktop Warranty period.

5. WARRANTY LIMITATIONS AND EXCLUSIONS

Unauthorized third-party repair, alteration, or modification may void the Warranties to the extent such unauthorized action caused or contributed to defect in a covered component. Nothing herein voids coverage for unrelated components under applicable law.

SHIPPING RISK AND PACKING REQUIREMENTS: Risk of loss, damage, or destruction during shipment to Xidax remains with Customer until the System or component is actually received and accepted by Xidax at its designated service facility.

Customer is responsible for properly packaging the System in its original packaging or packaging providing equivalent protection. Xidax is not responsible for damage caused by inadequate packaging.

Customer shall retain proof of shipment and is responsible for pursuing any claims with the carrier for loss or damage occurring prior to Xidax's receipt.

RETURN SHIPPING TO CUSTOMER: Xidax will determine, in its discretion, the method and carrier for return shipment of repaired or replacement components. Risk of loss for return shipment to Customer is governed by Section 16 herein.

NO PERFORMANCE GUARANTEES: Xidax does not guarantee specific performance benchmarks, frame rates, overclock stability, cryptocurrency mining output, hash rates, compatibility with third-party software, or compatibility with future hardware or software releases unless expressly stated in writing on the applicable invoice. Any performance estimates, marketing statements, or benchmarking representations are illustrative only and do not constitute guarantees unless expressly incorporated into the applicable invoice.

MISUSE AND ENVIRONMENTAL CONDITIONS: Warranty coverage does not apply to damage caused by misuse, abuse, accidental damage, liquid intrusion, improper storage, improper installation, improper maintenance, exposure to extreme environmental conditions, power surges, inadequate ventilation, or operation outside manufacturer-recommended specifications. This exclusion includes operation beyond rated thermal, electrical, or voltage specifications.

COMMERCIAL AND HIGH-RISK USE: Systems are not designed or warranted for use in life-support systems, medical devices, aviation, nuclear facilities, autonomous vehicle control systems, weapons systems, or other inherently hazardous or high-risk applications

where failure could result in personal injury or substantial property damage. Customer assumes all risk for such uses. Customer agrees to indemnify and hold Xidax harmless from any claims, losses, or liabilities arising from such prohibited or high-risk uses.

6. CUSTOMER DATA RESPONSIBILITY

Customer is solely responsible for backing up, archiving, and protecting all data, software, digital licenses, and configuration settings stored on any System at all times.

PRIOR TO SHIPPING OR DELIVERING ANY SYSTEM TO XIDAX FOR SERVICE, CUSTOMER MUST BACK UP ALL DATA AND REMOVE OR SECURE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. CUSTOMER ACKNOWLEDGES THAT WARRANTY SERVICE MAY REQUIRE STORAGE DEVICE REPLACEMENT, REFORMATTING, REIMAGING, OR COMPLETE DATA ERASURE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, XIDAX SHALL NOT BE LIABLE FOR DATA LOSS, LOSS OF SOFTWARE, LOSS OF LICENSE KEYS, LOSS OF DIGITAL ASSETS, LOSS OF CRYPTOCURRENCY, LOSS OF STORED MEDIA, OR CORRUPTION OF DATA UNDER ANY THEORY OF LIABILITY, INCLUDING NEGLIGENCE.

XIDAX DOES NOT WARRANT THAT ANY HARD DRIVE, SOLID-STATE DRIVE (SSD), OR OTHER STORAGE DEVICE WILL BE FREE FROM FAILURE, NOR DOES XIDAX WARRANT AGAINST LOSS OF DATA RESULTING FROM STORAGE DEVICE FAILURE, FIRMWARE CORRUPTION, VIRUS OR MALWARE ACTIVITY, FILE SYSTEM DAMAGE, OR THIRD-PARTY SOFTWARE CONFLICTS.

IN THE EVENT A STORAGE DEVICE IS REPLACED UNDER WARRANTY, XIDAX HAS NO OBLIGATION TO RECOVER, TRANSFER, OR RESTORE DATA FROM THE REPLACED DEVICE. ANY DATA RECOVERY EFFORTS, IF OFFERED, ARE PROVIDED AS A COURTESY ONLY AND WITHOUT WARRANTY.

Customer warrants that no illegal data, unlawful content, or regulated information (including but not limited to export-controlled data, protected health information, or classified materials) is present on any System submitted for service.

7. SERVICE PROCEDURES AND UNCLAIMED PROPERTY

RETURN AUTHORIZATION REQUIRED: Customer must obtain a Return Merchandise Authorization ("RMA") number from Xidax prior to shipping any System or component for service. The RMA number must be clearly displayed on the exterior of the shipping container. Shipments received without a valid RMA may be refused or returned at Customer's expense.

DIAGNOSTIC PROCESS: Upon receipt, Xidax will perform diagnostic evaluation to determine whether the reported issue is covered under the applicable Warranty. Xidax reserves the

right to update firmware, reinstall operating systems, reset BIOS settings, or perform other diagnostic procedures reasonably necessary to evaluate functionality.

NO-DEFECT FOUND / NON-WARRANTY SERVICE: If Xidax determines that (a) no defect exists, (b) the issue is not covered by the Warranty, or (c) the System has been damaged by excluded causes under Section 5, Xidax may charge a reasonable diagnostic and testing fee. Customer authorizes Xidax to retain the System until such diagnostic fee and any applicable return shipping charges are paid.

ESTIMATED TURNAROUND TIMES: Any repair time estimates provided by Xidax are estimates only and are not guaranteed. Delays may occur due to parts availability, shipping delays, workload volume, or other factors beyond Xidax's reasonable control.

REPLACED PARTS: Any component replaced under Warranty becomes the property of Xidax unless otherwise required by applicable law. Xidax may, at its discretion, return replaced components to Customer upon written request made prior to completion of service, provided Customer pays any additional shipping costs.

DATA ERASURE AUTHORIZATION: Customer expressly authorizes Xidax to access, modify, erase, or replace storage devices as reasonably necessary to perform diagnostic or repair services. Xidax may remove and securely dispose of defective storage media in accordance with commercially reasonable data-destruction practices.

BIOHAZARD / CONTAMINATION: Xidax reserves the right to refuse service on Systems that are contaminated, biohazardous, excessively dirty, pest-infested, or otherwise unsafe to handle. Customer is responsible for cleaning and decontaminating Systems prior to shipment.

PAYMENT REQUIRED PRIOR TO RETURN: For any non-warranty repair, diagnostic fee, or shipping charge, payment must be received in full prior to return shipment of the System.

UNCLAIMED PROPERTY: If Customer fails to pay required charges or fails to provide shipping instructions within thirty (30) days after notice that service is complete or charges are due, the System may be deemed abandoned. To the extent permitted by applicable law, Xidax may dispose of or recycle the System without further liability. Any proceeds realized from disposal may be applied to outstanding charges.

8. LIQUID COOLING AND SPECIAL SERVICES

Liquid cooling and water-cooling components, including but not limited to pumps, reservoirs, tubing, fittings, radiators, coolant, and custom loop assemblies, are covered for a period of one (1) year from the date of delivery only, regardless of the longer warranty term applicable to the Core Computer.

Due to the customized and performance-oriented nature of liquid-cooled and overclocked Systems, Customer acknowledges that such Systems inherently involve elevated mechanical

and thermal stress, increased maintenance requirements, and heightened risk of leakage or component failure.

Warranty coverage does not extend to damage caused by improper maintenance, failure to maintain coolant levels, failure to replace coolant at recommended intervals, user modifications to tubing or fittings, transport damage after delivery, or operation outside manufacturer-recommended specifications.

Xidax shall not be liable for collateral damage to other components resulting from coolant leakage or pump failure occurring after delivery, except to the extent such failure is directly caused by a manufacturing defect in Xidax's installation and occurs within the one (1) year liquid cooling coverage period.

All liquid-cooled, custom-loop, or heavily customized Systems are subject to a twenty percent (20%) restocking fee in the event of cancellation or authorized return due to the allocation of custom labor, non-returnable components, and diminished resale value.

De-lidding, voltage modification, BIOS modification, or other performance-enhancement services performed at Customer's request void warranty coverage for affected components unless expressly agreed otherwise in writing.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

XIDAX SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, MULTIPLIED, STATUTORY, OR PUNITIVE DAMAGES.

XIDAX SHALL NOT BE LIABLE FOR LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF GOODWILL, LOSS OF REVENUE, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA VALUE, DIMINUTION IN VALUE, COST OF SUBSTITUTE EQUIPMENT OR SERVICES, BUSINESS INTERRUPTION, OR RELIANCE OR EXPECTATION DAMAGES, WHETHER OR NOT FORESEEABLE.

XIDAX SHALL NOT BE LIABLE FOR ANY CLAIMS BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO CUSTOMERS OF CUSTOMER, END USERS, EMPLOYEES, CONTRACTORS, OR AFFILIATES OF CUSTOMER, EXCEPT TO THE EXTENT SUCH LIABILITY CANNOT BE DISCLAIMED UNDER NON-WAIVABLE LAW.

AGGREGATE LIABILITY CAP:

THE TOTAL AGGREGATE LIABILITY OF XIDAX ARISING OUT OF OR RELATING TO ANY SYSTEM, SERVICE, OR TRANSACTION, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, STATUTE, OR OTHERWISE), SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC SYSTEM GIVING RISE TO THE CLAIM.

THIS CAP APPLIES IN THE AGGREGATE TO ALL CLAIMS ARISING FROM THE SAME SYSTEM OR TRANSACTION.

THE REMEDIES EXPRESSLY PROVIDED IN THESE TERMS ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO RESCISSION, REVOCATION OF ACCEPTANCE, COVER, OR EQUITABLE RELIEF EXCEPT TO THE EXTENT SUCH WAIVER IS PROHIBITED BY LAW.

CUSTOMER AGREES THAT THESE LIMITATIONS APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND THAT XIDAX HAS PRICED ITS PRODUCTS IN RELIANCE UPON THESE LIMITATIONS, WHICH FORM AN ESSENTIAL BASIS OF THE BARGAIN.

CUSTOMER FURTHER AGREES THAT ANY ACTION ARISING OUT OF OR RELATING TO THE PURCHASE OF A SYSTEM OR THESE TERMS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES, TO THE EXTENT PERMITTED BY LAW.

NOTHING IN THIS SECTION SHALL LIMIT LIABILITY THAT CANNOT BE DISCLAIMED OR LIMITED UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR PERSONAL INJURY CAUSED BY A DEFECTIVE PRODUCT WHERE SUCH LIMITATION IS PROHIBITED.

10. CREDIT AND COLLECTION

PAYMENT TERMS: All invoices are due and payable according to the payment terms stated on the invoice. Unless otherwise agreed in writing, payment is due upon shipment for consumer transactions and within the stated net term for approved commercial accounts.

PAST DUE ACCOUNTS: Any amount not paid when due shall accrue interest at the rate of twenty-one percent (21%) per annum or the maximum rate permitted by applicable law, whichever is lower, calculated from the due date until paid in full.

COLLECTION COSTS AND ATTORNEYS' FEES: Customer agrees to pay all reasonable costs of collection incurred by Xidax, including but not limited to attorneys' fees, court costs, arbitration fees, and collection agency fees, to the extent permitted by applicable law.

CHARGEBACKS AND PAYMENT DISPUTES: Customer agrees not to initiate any credit card chargeback or payment reversal without first providing written notice to Xidax and allowing a reasonable opportunity to resolve the dispute. In the event of an improper chargeback, Customer shall be responsible for any chargeback fees, administrative costs, and collection expenses incurred by Xidax.

SUSPENSION OF WARRANTY OR SERVICE: Xidax reserves the right to suspend warranty service, support, or shipment of replacement components for any account with outstanding undisputed balances until such balances are paid in full.

NSF / RETURNED PAYMENTS: Any returned check or rejected electronic payment shall be subject to the maximum service charge permitted by law.

11. RETURN POLICY

All product returns must take place within thirty (30) days of purchase and are subject to a twenty percent (20%) restocking fee whether a refund is requested before or after shipment of the System. Customer pays for shipping on any return.

Product returns after thirty (30) days will not be accepted without prior written authorization of an authorized Xidax team member and, if approved, will be charged a restocking fee of twenty percent (20%) of the purchase price.

All deposits to hold, reserve, or custom-configure merchandise are non-refundable.

Notwithstanding the foregoing, Microsoft Windows and Office products, digital license keys, downloadable software, and any activated or electronically delivered software products will not be accepted for return, refund, or credit at any time.

Customer acknowledges that Systems are custom-configured and that the restocking fee represents a reasonable estimate of administrative costs, payment processing fees, configuration labor, inspection, testing, inventory depreciation, and resale risk, and is not a penalty.

Nothing in this Section limits rights that cannot be waived under applicable consumer protection laws.

12. DISCLAIMER OF WARRANTIES

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THESE TERMS, PRODUCTS ARE PROVIDED "AS IS."

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, XIDAX DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

WHERE A WRITTEN WARRANTY IS PROVIDED, ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW ARE LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD SET FORTH IN THESE TERMS.

NO ORAL OR WRITTEN INFORMATION, STATEMENT, MARKETING MATERIAL, OR ADVICE GIVEN BY XIDAX OR ITS REPRESENTATIVES SHALL CREATE ANY WARRANTY OR EXPAND THE SCOPE OF ANY EXPRESS WARRANTY UNLESS EXPRESSLY INCORPORATED INTO THE APPLICABLE INVOICE.

XIDAX DOES NOT WARRANT THAT THE OPERATION OF ANY SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED IN EVERY

INSTANCE, OR THAT THE SYSTEM WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS UNLESS EXPRESSLY STATED IN WRITING.

SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN CUSTOMERS TO THE EXTENT PROHIBITED BY LAW.

13. WEBSITE ACCESSIBILITY AND ADA NOTICE PROCEDURE

Xidax is committed to providing a website experience that is accessible to individuals with disabilities and endeavors, on a commercially reasonable basis, to conform its website to generally recognized accessibility standards, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA.

NO INTENT TO DISCRIMINATE: Xidax does not intentionally exclude, discriminate against, or deny access to any individual on the basis of disability and will engage in good-faith efforts to address legitimate accessibility concerns brought to its attention.

NOTICE AND CURE REQUIREMENT (CONDITION PRECEDENT): Prior to initiating any claim, demand, arbitration, lawsuit, or administrative complaint alleging that the Xidax website is not accessible, the claimant must provide detailed written notice to Xidax identifying the specific URL(s), the specific alleged accessibility barrier, the assistive technology used (if any), and sufficient information to allow Xidax to reproduce and evaluate the alleged issue. Xidax shall have sixty (60) days from receipt of such notice to investigate and, if necessary, implement a commercially reasonable cure. Compliance with this notice-and-cure procedure is an express condition precedent to any accessibility-related claim.

LIMITATION OF REMEDIES: To the maximum extent permitted by law, Xidax's obligation with respect to any verified website accessibility issue shall be limited to reasonable modification of the website to address the identified barrier. Monetary damages, civil penalties, statutory damages, or attorneys' fees shall not be recoverable except to the extent required by non-waivable law.

NO PRIVATE TECHNICAL STANDARD CREATION: Customer acknowledges that WCAG guidelines are evolving technical standards and not binding statutory requirements, and that minor, isolated, or temporary deviations from such guidelines do not constitute intentional discrimination.

THIRD-PARTY CONTENT: Xidax is not responsible for accessibility issues arising from third-party content, plug-ins, payment processors, embedded tools, social media integrations, or external websites not under Xidax's direct control.

ARBITRATION APPLIES: To the maximum extent permitted by law, any claim alleging website inaccessibility under the Americans with Disabilities Act (ADA), the California Unruh Civil Rights Act, or any similar federal or state statute shall be subject to the binding arbitration and class action waiver provisions set forth in Section 14.

GOOD-FAITH ENGAGEMENT: Xidax encourages individuals experiencing accessibility difficulties to contact customer support so that Xidax may promptly work toward resolution.

14. BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

AGREEMENT TO ARBITRATE

Except for claims properly brought in small claims court on an individual basis, any dispute, claim, or controversy arising out of or relating to the purchase, marketing, warranty, service, use, or performance of any System, or relating to these Terms (collectively, "Disputes"), shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect. Any arbitration must be filed within the time limitations set forth in Section 9.

GOVERNING LAW; FEDERAL ARBITRATION ACT

This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.).

DELEGATION: The arbitrator, and not any court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, formation, or scope of this arbitration provision, including any claim that all or part of this provision is void or voidable.

PRE-ARBITRATION NOTICE AND INFORMAL RESOLUTION: The claiming party must provide written notice describing the nature of the Dispute and the relief sought. The parties shall engage in good-faith efforts to resolve the Dispute for sixty (60) days following receipt of notice. No arbitration may be filed until this period expires, unless mutually agreed otherwise. Compliance with this procedure is a condition precedent to arbitration.

ARBITRATION COSTS: Xidax will pay arbitration filing, administrative, and arbitrator fees only to the extent required by the AAA Consumer Arbitration Rules. Customer is responsible for the initial filing fee required under those rules, unless the arbitrator reallocates fees in accordance with applicable law. Each party shall bear its own attorneys' fees and costs unless the arbitrator awards fees to a prevailing party as permitted by contract or applicable law.

INDIVIDUAL PROCEEDINGS ONLY: Disputes shall be brought solely in an individual capacity and not as a plaintiff or class member in any purported class, class action, collective, consolidated, representative, private attorney general, or mass proceeding.

MASS ARBITRATION PROCEDURES: If twenty-five (25) or more arbitration demands asserting similar claims are filed against Xidax by or with the assistance of the same or

coordinated counsel, the parties agree that the AAA shall administer such demands in coordinated batches of no more than ten (10) demands at a time. Each batch shall proceed to resolution prior to the next batch being filed or administered. The parties agree that this batching provision is intended to promote efficiency and reduce arbitration costs and does not limit the substantive rights of any individual claimant. If this Mass Arbitration Procedures provision is found unenforceable as applied to a specific group of claims, it shall be severed, and the remaining arbitration agreement shall remain enforceable.

FEE-SHIFTING FOR BAD-FAITH FILINGS: If the arbitrator determines that a claim or defense was asserted in bad faith or for the purpose of harassment or improper leverage, the arbitrator may award reasonable attorneys' fees and costs to the prevailing party to the extent permitted by applicable law.

OPT-OUT RIGHT: Customer may opt out of this agreement to arbitrate by providing written notice to Xidax within thirty (30) days of purchase. The opt-out notice must include Customer's name, order number, and a clear statement of intent to opt out of arbitration. Opting out will not affect any other provision of these Terms.

VENUE AND GOVERNING LAW FOR COURT ACTIONS: If any portion of this arbitration provision is held unenforceable and a dispute proceeds in court, exclusive venue shall lie in the state or federal courts located in Salt Lake County, Utah, and Utah law shall govern, without regard to conflict-of-law principles.

CLASS ACTION WAIVER: Customer waives any right to participate in or recover from any class, mass, or representative action to the maximum extent permitted by law.

15. ASSENT AND ELECTRONIC AGREEMENT

Customer agrees that clicking "I Agree," completing a purchase, creating an account, accepting delivery of a System, or otherwise accessing or using a System or the Xidax website constitutes electronic acceptance of these Terms under the Electronic Signatures in Global and National Commerce Act (E-SIGN), 15 U.S.C. § 7001 et seq., and applicable state law. Customer further agrees that these Terms are incorporated by reference into all invoices, order confirmations, and purchase documents relating to any System.

If Customer does not agree to these Terms, Customer must not complete the purchase or use the computer System and must return the computer System in accordance with the Return Policy.

Customer represents that he or she is at least eighteen (18) years of age and has the legal capacity to enter into this Agreement.

If Customer is purchasing on behalf of a business entity, Customer represents and warrants that he or she has authority to bind that entity, and the term "Customer" shall include such entity.

Customer acknowledges that the arbitration and class action waiver provisions contained in Section 14 are material terms of this Agreement.

16. TITLE AND RISK OF LOSS

For initial shipment of a new computer system from Xidax to Customer, title and risk of loss pass to Customer upon delivery of the system to the carrier for shipment to Customer.

For return shipments from Xidax to Customer following repair or replacement, risk of loss passes to Customer upon delivery to the carrier. For shipments from Customer to Xidax related to repair or replacement, risk of loss passes to Xidax upon delivery to Xidax at its designated repair facility.

All sales are shipment contracts and not destination contracts, unless expressly agreed otherwise in writing.

Xidax is not responsible for delay, loss, or damage occurring after shipment except to the extent required by non-waivable law.

Customer is responsible for inspecting shipments promptly upon delivery and must notify Xidax in writing of any visible shipping damage within forty-eight (48) hours of receipt.

Failure to provide timely notice of visible shipping damage may limit Xidax's ability to assist with carrier claims.

17. EXPORT COMPLIANCE

Customer agrees to comply with all applicable United States export control laws and regulations, including but not limited to the Export Administration Regulations (EAR).

Customer represents that the System will not be exported, re-exported, or transferred in violation of U.S. law and will not be used for prohibited end uses.

Customer shall indemnify and hold Xidax harmless from any claims or penalties arising from Customer's violation of export laws.

18. FORCE MAJEURE

Xidax shall not be liable for any failure or delay in performance to the extent such failure or delay is caused by events beyond its reasonable control and not due to its gross negligence or willful misconduct (each, a "Force Majeure Event").

Force Majeure Events include, but are not limited to: acts of God; natural disasters; fire; flood; earthquake; severe weather; war; terrorism; civil unrest; labor disputes; strikes; governmental actions; embargoes; export restrictions; supply chain disruptions; component shortages; transportation delays; carrier failures; pandemics; epidemics; public health emergencies; power outages; and internet or telecommunications interruptions.

Xidax shall use commercially reasonable efforts to mitigate the impact of any Force Majeure Event.

Performance shall be suspended for the duration of the Force Majeure Event. If a Force Majeure Event continues for more than sixty (60) consecutive days and materially prevents performance, either party may terminate the affected order upon written notice without further liability, except for amounts accrued prior to the Force Majeure Event.

Force Majeure shall not excuse Customer's obligation to pay amounts properly due for Systems delivered prior to the occurrence of the Force Majeure Event.

19. MODIFICATIONS TO TERMS

Xidax may modify or update these Terms from time to time on a prospective basis. The version of these Terms in effect at the time of purchase shall govern the warranty rights and obligations associated with that specific System.

Any modifications shall apply only to future purchases or future services provided after the effective date of the revised Terms and shall not apply retroactively to claims that accrued prior to such effective date.

Xidax will provide notice of material modifications by posting the revised Terms on its website and updating the "Last Updated" date. Continued use of warranty services or submission of a new service request after the effective date of revised Terms constitutes acceptance of the updated Terms solely with respect to future services.

If Customer does not agree to the revised Terms, Customer may decline future services; however, previously accrued warranty rights remain governed by the Terms in effect at the time of purchase.

20. ASSIGNMENT

Customer may not assign any rights or obligations under these Terms without prior written consent of Xidax.

Xidax may assign these Terms in connection with a merger, acquisition, sale of assets, or corporate reorganization.

21. WAIVER OF JURY TRIAL

To the extent any Dispute proceeds in court notwithstanding the arbitration provision, both parties knowingly and voluntarily waive any right to a jury trial.

22. SURVIVAL

The provisions relating to Limitation of Liability, Disclaimer of Warranties, Customer Data Responsibility, Payment Obligations, Export Compliance, and Binding Arbitration and Class Action Waiver shall survive termination, expiration, or completion of any transaction under these Terms. Any rights or obligations that by their nature are intended to survive shall remain in effect.

23. ENTIRE AGREEMENT

These Terms, together with any applicable invoice or written order confirmation, constitute the entire agreement between Customer and Xidax regarding the purchase, warranty, service, use, and performance of any System and supersede all prior or contemporaneous oral or written communications, representations, proposals, or agreements.

In the event of conflict between these Terms and marketing materials, these Terms control.

No amendment, modification, or waiver of these Terms shall be binding unless set forth in a written document signed by an authorized representative of Xidax.

Customer acknowledges that it has not relied on any statement, representation, or promise not expressly set forth in these Terms or the applicable invoice.

24. SEVERABILITY

If any provision of these Terms is held to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permitted by applicable law, and the remaining provisions shall remain in full force and effect.

If a court or arbitrator determines that a provision cannot be enforced as written, the provision shall be modified only to the extent necessary to make it enforceable, consistent with the parties' original intent. If modification is not possible, the provision shall be severed without affecting the validity or enforceability of the remaining provisions.

If any portion of the arbitration agreement in Section 14 is found unenforceable, the remainder of the arbitration agreement shall remain in effect to the fullest extent permitted by law.