

Terms of Use

CXXR Payment Stablecoin

Effective Date: January 10, 2026

Last Updated: January 10, 2026

1. Acceptance of Terms

By accessing or using CXXR payment stablecoin services, including the CXXR Wallet, minting, redemption, transfer, or any related services (collectively, the "Service"), you agree to be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, do not use the Service.

These Terms constitute a legally binding agreement between you and CXXR, Inc., a permitted payment stablecoin issuer operating under the Guiding and Establishing National Innovation for U.S. Stablecoins Act of 2025 ("GENIUS Act") ("we," "our," or "us").

2. Description of Service

2.1 Payment Stablecoin

CXXR is a payment stablecoin—a digital asset designed to be used as a means of payment or settlement. Each CXXR token is:

- Redeemable for one United States Dollar (\$1.00 USD)
- Backed at least 1:1 by qualifying reserve assets as required by the GENIUS Act
- Issued only by CXXR, Inc. as a permitted payment stablecoin issuer

2.2 Services Provided

The Service enables you to:

- **Mint CXXR:** Exchange U.S. Dollars for newly issued CXXR tokens
- **Redeem CXXR:** Exchange CXXR tokens for U.S. Dollars
- **Transfer CXXR:** Send CXXR tokens to other CXXR Wallet users
- **Store CXXR:** Hold CXXR tokens in the CXXR Wallet

2.3 CXXR Is Not a Security

CXXR is a payment stablecoin, not a security. CXXR tokens do not represent equity ownership, do not confer voting rights, and do not entitle holders to dividends, profits, or any investment returns. Pursuant to the GENIUS Act, payment stablecoins issued by permitted payment stablecoin issuers are expressly excluded from the definition of "security" under federal securities laws.

3. Eligibility and User Verification

3.1 Age Requirement

You must be at least 18 years old or the age of majority in your jurisdiction to use the Service.

3.2 Identity Verification (KYC)

We are required to verify your identity before you can mint, redeem, or transfer CXXR tokens. You agree to:

- Provide accurate, complete, and current identity information
- Submit to identity verification procedures, including document verification
- Update your information promptly if it changes
- Consent to verification checks with third-party identity verification services

3.3 Prohibited Users

You may not use the Service if you:

- Are located in, or a citizen or resident of, a jurisdiction subject to U.S. sanctions
 - Are on any U.S. government prohibited party list (OFAC SDN List, etc.)
 - Cannot complete identity verification requirements
 - Have previously had your account terminated for violation of these Terms
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4. Reserve Backing and Redemption

4.1 1:1 Reserve Requirement

Pursuant to GENIUS Act Section 4(a)(1)(A), we maintain reserves backing all outstanding CXXR tokens on at least a 1:1 basis. Reserve assets consist exclusively of:

- United States coins and currency (including Federal Reserve notes)
- Demand deposits at insured depository institutions
- Treasury bills with remaining maturity of 93 days or less
- Repurchase agreements (7 days or less) backed by short-term Treasury bills
- Reverse repurchase agreements meeting GENIUS Act requirements
- Money market funds invested solely in the above assets
- Central Bank reserve deposits

4.2 No Rehypothecation

Pursuant to GENIUS Act Section 4(a)(2), reserve assets are not pledged, rehypothecated, or reused, except as specifically permitted to create liquidity for redemptions.

4.3 Redemption Rights

You have the right to redeem your CXXR tokens for U.S. Dollars at a 1:1 ratio. Redemption requests are processed in accordance with our published redemption policy, available at cxxr.net/redemption.

4.4 Priority in Insolvency

Pursuant to GENIUS Act Section 9, in any insolvency proceeding involving CXXR, Inc., holders of CXXR tokens have first priority over all other claims against the company.

5. Reserve Transparency and Attestation

5.1 Monthly Reserve Reports

Pursuant to GENIUS Act Section 4(a)(1)(D), we publish monthly on our website (cxxr.net/reserves):

- The total number of outstanding CXXR tokens
- The amount and composition of reserve assets

5.2 Independent Examination

Pursuant to GENIUS Act Section 4(a)(3)(A), each monthly reserve report is examined by a registered public accounting firm.

5.3 CEO/CFO Certification

Pursuant to GENIUS Act Section 4(a)(3)(B), our Chief Executive Officer and Chief Financial Officer certify the accuracy of each monthly reserve report. False certification is subject to criminal penalties under 18 U.S.C. § 1350(c).

6. Customer Protection

6.1 Segregation of Assets

Pursuant to GENIUS Act Section 8(b), your CXXR tokens and associated assets are treated as belonging to you and are protected from claims of our creditors.

6.2 No Commingling

Pursuant to GENIUS Act Section 8(c), your assets are separately accounted for and are not commingled with our corporate funds.

6.3 Custodial Services

If you use our custodial services for CXXR tokens or private keys, such services are provided in compliance with GENIUS Act Section 8 requirements.

7. Fees

7.1 Peer-to-Peer Transfers

Transfers between Personal Wallets are free (0% fee).

7.2 Merchant Transaction Fee

Payments to Merchant Wallets incur a 1% transaction fee. This fee is deducted from the amount received by the merchant. For example, a \$100 payment results in the merchant receiving \$99.

7.3 Wallet Types and Fee Determination

CXXR operates two wallet types:

- **Personal Wallet:** For individual, non-commercial use. Requires individual KYC verification.
- **Merchant Wallet:** For business use, accepting payments for goods or services. Requires business KYC verification (EIN, business license, etc.).

The transaction fee is determined by the recipient wallet type:

Sender	Recipient	Fee
Personal Wallet	Personal Wallet	0%
Personal Wallet	Merchant Wallet	1%
Merchant Wallet	Personal Wallet	0%
Merchant Wallet	Merchant Wallet	1%

7.4 Prohibition on Fee Evasion

You may not use a Personal Wallet to receive payments for goods or services in order to avoid Merchant Transaction Fees. Indicators of fee evasion include, but are not limited to:

- Receiving payments from a high volume of unique senders
- Patterns consistent with commercial activity
- Receiving payments exceeding \$10,000 per month from non-affiliated parties

We reserve the right to:

- Reclassify Personal Wallets as Merchant Wallets
- Retroactively assess Merchant Transaction Fees
- Suspend or terminate accounts engaged in fee evasion
- Report violations to applicable regulatory authorities

7.5 Minting and Redemption Fees

Minting CXXR from, or redeeming CXXR to, your bank account may incur fees. Current fee schedules are available at cxxr.net/fees.

7.6 Exchange Fees

Transactions on third-party cryptocurrency exchanges may incur fees charged by those exchanges.

7.7 Fee Changes

We may modify fees upon 30 days' notice. Changes will be posted to cxxr.net/fees and will apply to transactions initiated after the effective date.

8. User Responsibilities

When using the Service, you agree to:

- Comply with all applicable laws and regulations, including the Bank Secrecy Act
 - Maintain the security of your account credentials and private keys
 - Report suspected unauthorized access immediately
 - Not use the Service for money laundering, terrorist financing, or other illegal purposes
 - Not attempt to circumvent, disable, or interfere with security features
 - Not use automated tools or scripts without authorization
 - Not probe, scan, or test the vulnerability of the Service
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9. Prohibited Uses

You may not use the Service to:

- Violate any applicable law, regulation, or sanctions program
 - Engage in money laundering, terrorist financing, or sanctions evasion
 - Process transactions for illegal goods or services
 - Defraud or deceive other users or third parties
 - Infringe upon intellectual property rights
 - Distribute malware or malicious code
 - Interfere with or disrupt the Service
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10. Regulatory Compliance

10.1 Permitted Payment Stablecoin Issuer

CXXR, Inc. is a permitted payment stablecoin issuer operating under the GENIUS Act of 2025 and is subject to regulatory supervision.

10.2 Bank Secrecy Act

Pursuant to GENIUS Act Section 4(a)(5), we are treated as a financial institution for purposes of the Bank Secrecy Act and comply with all applicable anti-money laundering (AML) requirements.

10.3 Gramm-Leach-Bliley Act

Pursuant to GENIUS Act Section 6(a)(1)(B), we are deemed a financial institution for purposes of the Gramm-Leach-Bliley Act and maintain appropriate privacy and data security safeguards.

10.4 Cooperation with Regulators

We cooperate fully with regulatory examinations and inquiries. We may be required to provide information about you and your transactions to regulators.

11. Intellectual Property

11.1 Our Property

All content, features, and functionality of the Service, including but not limited to text, graphics, logos, software, and the CXXR brand, are owned by CXXR, Inc. or its licensors and are protected by intellectual property laws.

11.2 Limited License

We grant you a limited, non-exclusive, non-transferable license to access and use the Service for personal, non-commercial purposes in accordance with these Terms.

12. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT:

- The Service will be uninterrupted, timely, secure, or error-free
 - Transactions will be processed within any specific timeframe
 - The blockchain or distributed ledger technology will function without errors
 - Any errors in the Service will be corrected
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13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CXXR, INC. AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO:

- Loss of profits, data, or digital assets
- Service interruption or system failures
- Unauthorized access to your account
- Errors or delays in processing transactions
- Fluctuations in the value of digital assets

ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE THEORY OF LIABILITY.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE TERMS LIMITS YOUR REDEMPTION RIGHTS UNDER THE GENIUS ACT OR YOUR PRIORITY CLAIM IN INSOLVENCY PROCEEDINGS.

14. Indemnification

You agree to indemnify, defend, and hold harmless CXXR, Inc. and its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, costs, or expenses arising out of or related to:

- Your use of the Service
- Your violation of these Terms
- Your violation of any applicable law or regulation
- Your violation of any rights of another party

15. Service Modifications and Termination

15.1 Service Changes

We reserve the right to modify, suspend, or discontinue the Service (or any part thereof) at any time, with or without notice.

15.2 Account Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, for any reason, including but not limited to:

- Breach of these Terms
- Failure to complete identity verification
- Suspected fraudulent, illegal, or abusive activity
- Regulatory requirements

15.3 Effect of Termination

Upon termination, your right to use the Service will cease. However, you retain the right to redeem your CXXR tokens for U.S. Dollars in accordance with our redemption policy and applicable law.

16. Modifications to Terms

We reserve the right to modify these Terms at any time. Material changes will be posted on our website with at least 30 days' notice before taking effect. Your continued use of the Service after changes take effect constitutes acceptance of the modified Terms.

17. Governing Law and Dispute Resolution

17.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Wyoming, United States, without regard to its conflict of law provisions.

17.2 Arbitration

Any disputes arising out of or relating to these Terms or the Service shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Cheyenne, Wyoming, and the decision shall be final and binding.

17.3 Class Action Waiver

You agree to resolve disputes with us on an individual basis and waive any right to participate in a class action lawsuit or class-wide arbitration.

18. Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

19. Entire Agreement

These Terms, together with our Privacy Policy, Risk Factors, and E-Sign Disclosure, constitute the entire agreement between you and CXXR, Inc. regarding the Service.

20. Contact Information

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

CXXR, Inc.

Email: legal@cxxr.net

Website: cxxr.net/legal

For customer support:

Email: support@cxxr.net

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