

Terms and Conditions

Terms and Conditions	1
1. Introduction	2
2. Definitions	3
3. The Scope of Self XDSD	5
4. How To Use Self XDSD	6
4.1 Account Creation/Authentication	6
4.2 Data Deletion	7
4.3 Functionalities of Self XDSD	7
4.4 Work Streams On Self XDSD	8
A. Product Owner Work Stream	8
B. Contributor Work Stream	9
4.5 Projects On Self XDSD	9
5. Payments	10
5.1 The Fake Wallet	10
5.2 The Real Wallet	10
5.3 The Currency	11
5.3 Commissions and Taxes	12
5.4 Payment Flow	12
5.5 Allowed Countries	13
5.6 Invoices	13
6. Account Suspension	14
7. Processed Data	15
8. Code of Conduct	15
9. Intellectual Property	17
10. Links	18
11. Breaking the Terms and Conditions	18
12. Disclaimer of Liability and Responsibility	18
13. Complaints	21
14. Applicable Law and Jurisdiction	21
15. Termination	21
16. Others	22

Please read this document carefully.

These “Terms and Conditions” represent the contract which governs the relationship between the Self XDSD platform and you - a user of the Self XDSD platform, whether you are a Project Owner, a Contributor or just a visitor.

1. Introduction

This website is operated by EXTREMELY DISTRIBUTED TECHNOLOGIES SRL (named in this document “Self XDSD” or “the website <https://self-xdsd.com>”), a company with limited liability organised and functioning according to the laws of Romania. The postal address of the company is: Transilvaniei Street, nr. 18, bl. U2, ap. 111; Oradea, Romania. The company is registered in the Romanian Trade Office with the id J5/197/2021, VAT Number RO43621869 and European ID ROONRC.J5/197/2021. You can contact us at +40753452976 or e-mail address support@self-xdsd.com.

Please read this document and other associated documents (Cookies Policy, Data and Privacy Policy) carefully before interacting with the website in any way, because they contain valuable information regarding your rights, mandatory conditions and obligations (as covered by the laws in effect), with regards to the usage of the services we are offering.

If you do not accept these Terms and Conditions fully and unconditionally, please stop using our services immediately. You should also close the Self XDSD website if you have it opened.

By clicking “Accept”/“I agree” or simply by using our services, you or the entity you are representing are giving your full agreement to these terms and conditions. If you are representing another entity you also guarantee that you have the complete rights to represent the entity in question.

The Data and Privacy Policy, Cookies Policy and other policies or documents which are referenced in the current document are part of the overall Terms and Conditions.

By using our website you confirm that you have read and fully agree with these Terms and Conditions.

We reserve the right to modify these Terms and Conditions at any time. Any modifications to these Terms and Conditions will be in effect starting with the first visit on the website after the publication of the modifications on the website.

As such, we advise you to revisit and read these Terms and Conditions periodically because they may have changed since your last visit on the website. We advise you to make sure that you are always up to date with the latest Terms and Conditions.

If any conflicts shall arise between these Terms and Conditions and an additional or special policy, the additional or special policy shall prevail.

This policy applies to the self-xdsd.com website, including but not limited to any website (or the mobile version of the website in question), where this policy is made available.

2. Definitions

Throughout this document the following notions will have the following meanings:

Project Owner / Client / Beneficiary = A user of the Self XDSD platform who has activated one or more of their repository. As such, the Self XDSD platform has assigned a chatbot Project Manager to the project, which manages the project automatically. A Project Owner is a Contributor as well because, once a they activates the project, Self XDSD registers a Contract between them and the Project, with the PO (Project Owner) role. In other words, it is assumed that the Client works in their own project as a PO.

Contributor / Contractor = A user of the Self XDSD platform who works for the Project of another Project Owner. A Contributor has a Contract with the Project, which governs their relationship. The Contract contains information such as the role of the Contributor in the Project and the Contributor's hourly rate in EUR.

Cookie = This is a small text file, usually made up of letters and digits, which is downloaded on the device (computer, smartphone, tablet etc) of the user when

they access Self XDSD and is being used by the website to provide a better/faster/more relevant user experience.

Personal Data = any information regarding an identified or potentially identifiable person; an identifiable person is a person who can be directly or indirectly identified, especially by using an identification element such as a name, a uniquely assigned number, location data, or personal elements such as physical or physiological details, social details, religious and philosophical details, sexual orientation etc.

Link = A reference, link, navigation element, present in a digital document, which points to another digital document, parts of another digital document or parts of the same document, where the user is sent after they click on it.

Self XDSD Platform = A web platform where users of Github (<https://github.com>) and GitLab (<https://gitlab.com>) can authenticate with the scope of managing the projects they own as individuals or as organisation/group administrators (the Project Owner flow) or with the scope of working for the Project of another user of Self XDSD (the Contributor flow).

Fake Wallet = Any new project managed by Self XDSD receives such a “fake wallet”, which can be used for expenses of up to 100.000 EUR. When this wallet is active, **all the payments/earnings/commissions are fictive**. The Fake Wallet serves as a “free trial” or “dry run” of the Self XDSD platform.

Real Wallet = In order to pay the Contributors, the Project Owner has to create a real wallet for the Project and activate it. At the moment, we use Stripe (<https://stripe.com>) to provide this functionality. When setting up the Real Wallet, the Project Owner also has to specify a **Limit** in EUR - this is how much money Self XDSD is allowed to use for paying the Contributors.

Project/Repository = This is a repository on Github or GitLab which has been activated on Self XDSD and assigned a chatbot Project Manager. A Project/Repository usually represents a software product together with its source code, Issues (tasks), Pull Requests etc. In the

following document the words “project” and “repository” are used interchangeably.

Data Processing = Any operation or operations upon a personal information or set of personal data, using automated or manual means, like collecting, registering, organising, structuring, storage, adaption or modification, extraction, reading, using, transmitting, sharing or publicising in any way, restriction, deletion or destruction.

Section = Any section or area from the Self XDSD website.

SPAM = Any undesired or unsolicited message received by an individual, usually on topics concerning marketing. Self XDSD dislikes SPAM just as you and will never send you any such messages.

User of Self XDSD = Any user who uses their Github or GitLab account to authenticate on the Self XDSD website. A user can be a Project Owner, a Contributor or both. A user can also be just a visitor, if they did not yet activate any of their repositories and they also do not have any contracts with any project managed by Self XDSD.

3. The Scope of Self XDSD

The Self XDSD is dedicated to IT professionals who want to better manage their software projects (Project Owners) and to IT professionals who want to work for distributed projects managed by Self XDSD (Contributors).

From an elevated point of view, the Self XDSD platform allows the following:

1. Authenticate
2. Activate one or more repositories. Project (tasks, contracts, invoices) overview. Wallets overview. Project Settings.
3. Registering Contracts between your Project and various Contributors with various roles and hourly rates.
4. Automated project management via a smart chatbot Project manager.
 - automated task assignment;
 - automated invoicing payments;
 - different chatbot functionsetc.
5. An overview of contracts, tasks and invoices for a Contributor.
6. Creating a PayoutMethod on Stripe (payment option for a Contributor)

7. Creating a Real Wallet on Stripe for a project (option for Project Owner).

etc.

For more details, please read the full technical documentation at:
<https://docs.self-xdsd.com>

4. How To Use Self XDSD

In order to use the Self XDSD platform, you need to have a device (smartphone, computer, laptop, tablet etc) and a stable connection to the Internet. The Self XDSD platform can be accessed from anywhere at anytime and from any device capable to access and navigate the Internet.

The Self XDSD platform is supported by most modern browsers like Google Chrome, Mozilla Firefox, Safari etc.

4.1 Account Creation/Authentication

The users of Self XDSD use their Github (<https://github.com>) or GitLab (<https://gitlab.com>) account to authenticate. The user's account on Self XDSD is merely a reflection of their Github/GitLab account. When the user uses their Github account, they will see their Github repositories/projects/organisations in Self XDSD. When they use their GitLab account, they will see their GitLab repositories/projects/groups in Self XDSD.

When the user clicks “Github Login” or “GitLab Login” they are redirected to the Github/GitLab login page where they have to enter their username and password. After successfully authenticating in Github/GitLab they are asked to give Self XDSD read/write permissions upon their data such as repositories. The user needs to approve these permissions in order to be able to use Self XDSD.

After the user approves the permissions for Self XDSD, they are redirected back to the Self XDSD homepage which this time displays their information such as name, username, e-mail address, user avatar, repositories on Github/GitLab etc.

By using this mechanism you agree that Self XDSD may contact you in the event when this becomes necessary.

You are solely responsible for the security of your Github/GitLab account. Please maintain your Github/GitLab credentials confidential and never disclose them to anyone.

4.2 Data Deletion

Any Project Owner can remove their project(s) at any time and any Contributor can remove the Contracts they have with various projects at any time.

However, a Project Owner can remove their project only after all the project's contracts have been removed. Also, a Contract is actually removed after 30 days from its initial deletion (by the Project Owner or by the Contributor).

To fully delete an account's data, please send us an e-mail at support@self-xdsd.com. We will do our best to give you an answer in no more than 30 days. In any case, Self XDSD will respect each individual's "right to be forgotten". **Please note that the only data we maintain about you are your Github/GitLab username, name, e-mail address and the URL to your avatar image.**

For more information about your personal data, please consult the Data and Privacy Policy.

4.3 Functionalities of Self XDSD

After a user authenticates in Self XDSD using their Github/GitLab account, they see two main pages: **My Repositories** and **Contributor Dashboard**.

The **My Repositories** page will lead the user to see all of their Github/GitLab repositories, as well as the repositories which they have already activated with Self XDSD (the repositories where they are the Project Owner).

From the My Repositories page, they can also navigate to the Project Page, which represents one of their repositories (projects) activated in Self XDSD. On this Project Page, they can see an overview of the Project, with information such as: existing contracts, wallets, invoices, tasks etc.

The **Contributor Dashboard** page represents the dashboard of the user, when the User is a Contributor (works as an IT contributor in one of the projects managed by Self XDSD). On this page, the user can see the contracts they have with projects on Self XDSD, tasks they are currently working on in these projects, their invoices to these projects etc.

For more details, please visit the full technical and functional documentation of Self XDSD: <https://docs.self-xdsd.com>.

4.4 Work Streams On Self XDSD

A. Product Owner Work Stream

- User authenticates in Self XDSD.
- User opens the “My Repositories” page.
- User has an overview of all of their repositories from Github/GitLab (personal repositories and organisation repositories).
- User has an overview of their “managed” repositories - repositories which have already been activated in Self XDSD and are managed projects.
- User clicks on a personal or organisation repository which is NOT managed by Self XDSD => User is taken to the Empty Project page and is presented with a button to activate the repository. User clicks the button and the repository is activated (becomes managed by Self XDSD).
- User clicks on a repository which is managed by Self XDSD: user is presented with the Project Overview page where the contracts, assigned tasks and invoices of the project for each Contributor are visible.

For more details about the functionalities of Self XDSD for Project Owners, please visit <https://docs.self-xdsd.com>.

The most important functionality of the Project Owner work stream is the set up of Contracts between the Project and various Contributors. Most importantly, the Contract specifies the contributor’s role in the project (DEV, REV, QA etc) and hourly rate in EUR.

Another important functionality of the Project Owner work stream is the set up of the “Real Wallet” - a real Stripe (<https://stripe.com>) wallet for the Project, which is used by Self XDSD to pay the Contributors. If the Project Owner does not set up a Real Wallet, the project will continue to use the initial “Fake Wallet” and any payment will be fictive.

Self XDSD charges a commission of 8% for each payment (real or fictive) made towards a Contributor in your project. In other words, for each 1000 EUR invested in the development of your project, you will pay an additional 80 EUR for the management. If you use a Fake Wallet, the commission will be deducted from the fake balance together with the Contributor’s due money.

B. Contributor Work Stream

- User authenticates in Self XDSD.
- User opens the “Contributor Dashboard” page.
- User is presented with a list of the Contracts they have with various projects managed by Self XDSD.
- User can see the details of any Contract such as assigned tasks, invoices etc.
- User can see what kind of wallet the Projects they are working on are using (fake or real wallet). They always know if they will be paid for their work.
- User can manage their “Payout Methods”, which are ways for them to be paid. A Contributor will want to set up a Payout Method once one of the projects they work for decides to use a Real Wallet.
- A Contributor always has an Active Invoice attached to each of their Contracts. Tasks finished in a certain contract/project are appended to the active invoice of the contract in question. Every Monday Self XDSD will automatically pay all the active invoices in a project, if their value is greater than or equal to 108 EUR. An active invoice of a Contributor can also be paid manually by the Project Owner, if its value is greater than or equal to 108 EUR. Once an invoice is paid, the next active invoice is generated automatically.

For more details about the functionalities of Self XDSD for Contributors, please visit <https://docs.self-xdsd.com>.

4.5 Projects On Self XDSD

Any project/repository visible in Self XDSD comes from the Github or GitLab account used to authenticate. Self XDSD maintains the username and e-mail address of the user, together with the repository’s name from Github/GitLab in order to identify repositories, tasks within repositories, contracts of certain repositories etc.

Self XDSD also maintains contract (names, roles) and financial data (hourly rates, earnings, sums due etc) for each project.

Within the Self XDSD web application, data regarding a Project and its Contract(s) are **private**. Project data (contracts, assigned tasks, invoices etc) is visible only to the Project Owner and only the Contributor can see their Contracts with projects managed by Self XDSD.

However, note that repositories on Github/GitLab may be **public or private**. If the Github/GitLab repository in question is public, then most of the information

from Self XDSD (**excluding** invoices, hourly rates and sums of money) will indirectly be public as well — any Github/GitLab user will be able to see your public repository and notice that the Self XDSD Project Manager chatbot assigns/unassigns issues to/from various contributors.

If your Github/GitLab repository is private, then all your Self XDSD data remains private as well. **Please note** that, in this scenario, our chatbot Project Manager (an arbitrary Github/GitLab account) will receive access to your repository. This is only natural because without access to the repository (code, open issues, collaborators etc), the Project Manager cannot do its job. Self XDSD will not use this access in any other way than to fulfil its functionalities.

5. Payments

There are two types of payments on Self XDSD, depending on the wallet in use.

5.1 The Fake Wallet

When using the Fake Wallet, all the payments/earnings/commissions on Self XDSD **are fictive**. Any project activated on Self XDSD starts its journey with one such Fake Wallet.

The Project Owner can work with this fake wallet for up to 100.000 EUR. After passing 100.000 EUR, the chatbot Project Manager will not do anything else (reason out-of-budget), so the Project Owner will have to register a Real Wallet if they will want to continue managing their Project via Self XDSD.

The Fake Wallet option is the equivalent of a “free trial” or “dry run” of Self XDSD, where the user does not have to spend any money in order to enjoy the functionalities of Self XDSD.

However, the project’s Contributors will see that the project is using a Fake Wallet and that they will not be paid for the work done. We recommend to each Project Owner to start using a real wallet as soon as possible, to keep their contributors motivated.

5.2 The Real Wallet

When using a real wallet, the payments are real. The Project Owner can set up a real wallet for each of their projects.

On the Project Page, Wallets tab, the project owner can set up a Stripe (<https://stripe.com>) wallet. After setting up the wallet, the project owner must add at least one Payment Method (credit or debit card), set up a cash Limit (how much money Self XDSD is allowed to use) and activate it.

When setting up a Real Wallet, the Project Owner will be asked for their Billing Information (first name, last name, address, zip code etc). This information is stored by Self XDSD and written on the invoices which the project receives from its contributors.

Sensitive card details such as number, expiration date, other codes regarding the credit or debit card are sent to Stripe directly from the user's browsers.

After the Project Owner activates a real wallet, the project's contributors will see this on their side (Contract details on the "Contributor Dashboard" page). The Contributor will also have to set up a "Payout Method" (a special account on Stripe, which is connected to the Self XDSD Stripe account), in order to be paid.

5.3 The Currency

The currency used by Self XDSD is the **Euro (EUR)**. All the payments/earnings/commissions are calculated and performed in EUR, with a precision of two digits after the decimal comma.

If the Project Owner uses a credit or debit card with another currency, Stripe will charge their account in EUR, using Stripe's exchange rate.

If the Contributor sets up a Payout Method with an account in another currency, Stripe will automatically convert the EUR into that currency using Stripe's exchange rate.

If both the Project Owner and the Contributor are from Romania then, according to the **BNR Regulation nr. 4/2005** regarding currencies, republished and combined with the **Regulation 7/2020**, the Invoice emitted by the Contributor to the Project is specified in RON (Romanian Leu) using the EUR to RON exchange rate from Romania's National Bank (BNR), from the day of the day when the Invoice is paid.

We take this information from the Billing Information submitted by the Project Owner when creating the project's real wallet and from the Billing Information that the Contributor submits when creating their Payout Method.

5.3 Commissions and Taxes

For each payment made by the Project to a Contributor, **Self XDSD charges a commission of 8%**. For example, if the Project has to pay the Contributor 4 hours of work at an hourly rate of 25 EUR/h ($4 \times 25 \text{ EUR/h} = 100 \text{ EUR}$), then the commission of Self XDSD will be 8 EUR. The project will pay 108 EUR.

Self XDSD also charges VAT (19%) for its commission, from the Contributor, in the following cases:

- * Contributor lives in Romania
- * Contributor lives in another country of the EU and **does not** provide us with a valid VAT Number. The Contributor can provide a valid VAT Number when submitting the Billing Information (when creating a Payout Method).

For example, in the above transaction, the Contributor would finally receive 98,48 EUR, because the VAT charged by Self XDSD is 1,52 EUR (19 percent of the 8 EUR commission).

If the contributor lives outside the European Union, or if the contributor lives in another EU country than Romania and provides us with a valid VAT Number, then Self XDSD will not charge VAT.

5.4 Payment Flow

The Contributor receives money from the Project in their Stripe account (called Payout Method in Self XDSD). Stripe will regularly send the money from this account to the contributor's bank account.

If the bank account is in a currency other than EUR, then Stripe will convert the funds using Stripe's exchange rate.

Every Monday, Self XDSD will automatically pay all active invoices of a project which have a value greater than or equal to 108 EUR. An active invoice which surpasses this value can also be paid manually by the Project Owner from the Project Page.

The money is transferred directly to the Contributors account. **As such, the Project Owner understands and agrees that refunds are not possible.** Any dispute between the Project Owner and the Contributors must be solved between the Project Owner and the Contributor. Self XDSD cannot and will not

intervene and it will not perform any refunds for any amount of money, earnings, commissions, taxes etc.

Furthermore, the users of Self XDSD understand and accept that **Self XDSD cannot and will not guarantee any payment**. Even if the Project Owner registers a Real Wallet for the Project, specifies a Payment Method (credit or debit card) and a valid cash Limit, Self XDSD cannot know if the Project Owner actually has the money available on their debit or credit card. Even if the Project Owner has the money available on their debit or credit card, payments can still be delayed due to technical or human errors.

Users of Self XDSD will never have the right to solicit any sum of money (with any title) from Self XDSD.

5.5 Allowed Countries

At the moment, real wallets are implemented only with Stripe (<https://stripe.com>). As such, we are restricted to work only with the countries supported by Stripe. Users of Self XDSD can be from anywhere in the world, but only users from the following countries can use the Stripe Real Wallet/Stripe Payout Method:

Australia, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong SAR China, Hungary, Ireland, Italy, Japan, Latvia, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, United States.

Users who reside in other countries than the ones specified above can only use Self XDSD with the Fake Wallet. They will not be able to make or receive real payments through Self XDSD at the moment.

5.6 Invoices

Initially, invoices emitted by the Contributor to the Client (Project Owner) have no fiscal value, being addressed from “Contributor XXXXX at github/gitlab.” to “Project YYYYYY/ZZZZZ at github/gitlab.”.

After the Client sets up a Real Wallet for the project and the Contributor sets up their Payout Method, the invoices should become correct and complete from a fiscal point of view (the Billing Information of the Client and of the Contributor will be written on these invoices).

However, Self XDSD cannot guarantee the completeness and correctness of these invoices. The users of Self XDSD are responsible for their own correct and complete book keeping and accounting activities, as required by the laws of the countries in which they reside (invoice registering, paying taxes etc).

Self XDSD is not and will not be held responsible for the way its users choose to understand and apply the fiscal regulations of the countries where they reside.

For its commission, Self XDSD will emit an invoice to the Contributor, called a **Platform Invoice**. This invoice will only be visible to the Contributors, on the Contributor Dashboard page. **Self XDSD will emit this invoice only for payments performed with the Real Wallet.**

Self XDSD is not and will not be held responsible for the way the Contributor chooses to register or not register the Platform Invoices into their accounting/book-keeping.

6. Account Suspension

The Self XDSD platform may suspend a user's account, as long as the user is notified of this action 10 days prior to the account's suspension.

Self XDSD may suspend a user's account if it finds out that the user has caused or is causing harm or a negative image to Self XDSD or is affecting or can affect Self XDSD, its users or potential users in a negative way.

Suspension for forbidden actions:

Self XDSD may suspend anyone's account in the following events:

- The platform is being used in a way which breaks local, national, european or international laws and regulations, or the Terms and Conditions or other policies made available on the Self XDSD platform.
- Repeated cases of uploading of materials which are breaking or may break author rights or trademark rights of an entity or person.

Self XDSD may, without prior notice, examine and delete any data which it believes breaks the Terms and Conditions, except for cases where Self XDSD is obliged by laws and regulations to maintain and/or monitor the data in question.

7. Processed Data

All the data of Self XDSD is securely stored in a SQL database which is protected by local user authentication and server authentication.

Users of Self XDSD are Data Processors, according to the GDPR Regulation. They are responsible for the way they process the data of their employees (contributors), clients and other collaborators on the Self XDSD platform.

All the users of Self XDSD understand and agree that, while Self XDSD takes the highest precautions when it comes to user data, its platform has not been designed to handle sensitive/secret information. As such, the users of Self XDSD should not use the platform to host sensitive/secret information of any kind.

Self XDSD is not and will not be held responsible for any action or consequence which could result from using the platform for hosting sensitive/secret information.

Self XDSD's technical infrastructure and its databases (including all the data that Self XDSD handles and stores) are located in the European Union.

8. Code of Conduct

When using the Self XDSD platform you agree that you will not proceed to any of the following actions, nor will you allow anyone to directly or indirectly proceed to any of the following actions:

- communicate, transfer or make available any piece of data for which you do not own the right to do so.
- communicate, transfer or make available identification data of a person which is not already made public and for which you do not have the permission to do so.
- communicate, transfer or make available any piece of information stolen from an existing patent, trademark, author rights, intellectual property etc.
- restrict or prevent other users from accessing the Self XDSD platform, including but not limited to modifying the website's graphical interface and other actions which could be deemed as "hacking" attempts.
- access the website or parts/sections of the website in any other way than normal browser navigation.
- modify the website in any way, shape or form in order to gain access to unauthorised data.

- use the website or any material presented on it for illegal purposes.
- present to the public any sentences as being made by Self XDSD, without the prior written agreement of Self XDSD.
- present yourself as being any other entity than you actually are.
- communicate, transfer or share any content which is illegal, fraudulent, abusive, threatening, obscene, hateful, pornographic or which breaks our rights or the rights of a third party, intellectual property rights or other rights.
- communicate, transfer or share any non-public information regarding any commercial entity, without prior written consent from that entity.
- communicate, transfer or share any commercial secret of a third party entity.
- engage in communications which could be deemed as Spam (unwanted or unsolicited marketing, business opportunities etc).
- use the platform to harm underage individuals in any way.
- transfer or share software products which could be deemed a virus or malware of any kind.
- modify, adapt, translate, sell, disassemble any part of the Self XDSD website or try to derive any source code or ideas which are the basis of Self XDSD.
- harass anyone online (also known as cyber bullying).
- communicate, transfer or share messages which are of an obscene or explicit language (swears, profanities, violent language, discrimination, threats etc).
- communicate, transfer or share messages which mention the name of an individual or include attacks on an individual or any other piece of personal data about an individual.
- communicate, transfer or share messages which contain sensitive political information.
- create any kind of link between any two pages or areas on the platform without prior written consent from Self XDSD.
- use any kind of automated or manual tool to scrape or reproduce data or any piece of user experience presented on the pages of the Self XDSD website, without prior written agreement from Self XDSD.
- collect data about any user/visitor of the Self XDSD website without prior written agreement from Self XDSD and the users in question.
- break any local, national, european or international laws.

The actions listed above will constitute a breach of the current Terms and Conditions.

When you accept these Terms and Conditions, you declare that you understand that data presented and which you write on the Self XDSD website (messages) may pass through various networks and communication partners of Self XDSD.

By using the Self XDSD website you agree that:

- your messages or any data you enter on Self XDSD does not contain confidential or protected data.
- Self XDSD is not and will not be held responsible for the content of the messages transmitted through it.
- Self XDSD does NOT have any obligation (explicit or implicit) to maintain confidential the messages that you provide.
- Self XDSD maintains the right to use or disclose (and the right to NOT use or disclose) these messages to any mass-media from anywhere in the world.
- The messages which you transmit through Self XDSD automatically become the property of Self XDSD and Self XDSD has no obligation towards you.
- You will never be entitled to any compensation of any kind from Self XDSD.

9. Intellectual Property

Any information or material made available through the Self XDSD website, including any content, dates, texts, drawings, graphics, images, photographs, illustrations, audio or video clips, icons, logos, links (collectively called “materials”) are exclusively detained by Self XDSD and come with informational purposes only.

You may use these materials in accordance with the current Terms and Conditions and for personal, non-commercial use only.

Use of this website and its materials in any other way other than the ones authorised by these Terms and Conditions represents a breach of the author rights of Self XDSD and other property rights and is strictly forbidden.

The website, database, informations, content, source code, ideas, know-how and materials including but not limited to design, look and feel, user interface, is owned and operated exclusively by Self XDSD.

You agree that the website is protected by copyright, trademarks and other laws. Furthermore you agree that you do not earn any property rights by using the Self XDSD website and materials.

Trademarks, logos and service marks displayed on the website (collectively called “Marks”) are commercial marks registered or not registered of Self XDSD and other collaborators of Self XDSD.

The trademarks of Self XDSD, registered or not, cannot be utilised in any other service which is not offered by Self XDSD or in any way which could provoke

confusion among the clients, or in any way which harms the image of Self XDSD.

No information presented on the website shall be interpreted as agreement from Self XDSD of the usage of its or its collaborator's trademarks or copyrights.

10. Links

For fulfilling its functionalities and for facilitating the users' experience on the website, Self XDSD will display links towards other websites and platforms which are maintained and operated by third parties. Self XDSD is not responsible for the content displayed on linked websites which are operated by third parties.

Links which lead to third party websites are present on Self XDSD for your convenience only. Such links do not represent an endorsement, recommendation or sponsorship of the third party by Self XDSD in any way.

Self XDSD is not and will not be held responsible for the content of linked third party websites.

If you click any third party link on Self XDSD you will leave the Self XDSD website and land on the website of the third party, thus being bound by the Terms and Conditions of that party.

11. Breaking the Terms and Conditions

Breaching these Terms and Conditions, including the unauthorised usage of the Self XDSD platform may result in a civil or penal lawsuit against you.

You understand and agree that the Self XDSD platform can take any measures it deems suitable (including restrictions to part or full of its functionality) to prevent this Terms and Conditions from being breached or to protect other users of Self XDSD from any activity that would bring them any harm.

12. Disclaimer of Liability and Responsibility

As long as you use the platform and as long as you comply with these Terms and Conditions, Self XDSD will offer you a nonexclusive, nontransferable right and licence to use our software.

Users of Self XDSD understand and agree that Self XDSD will not be held liable for any problem or deficiency which might occur while using Self XDSD, even if Self XDSD has been warned or notified about the existence or the possibility of existence of a problem beforehand, whether this problem is of technical or human nature, including but not limited to delayed payments, wrong payments, any user account problems etc.

Users of Self XDSD understand and agree that Self XDSD will not intervene in the solving of any dispute between any of its users. Furthermore, Self XDSD will never be a mediator between any of its users.

Self XDSD will also never intervene, under any quality (including but not limited to witness, third party etc) in any lawsuit, litigation or other such events which may be opened by a user of Self XDSD against other user(s) of Self XDSD.

Users of Self XDSD are responsible for solving their own problems and/or disputes which might arise between one another.

Users of Self XDSD understand and agree that Self XDSD does not and cannot guarantee that users with the role Contributor (users working in other users' projects) will solve their tasks timely or according to the requirements, in any manual or automated way.

Users of Self XDSD understand and agree that Self XDSD cannot guarantee any payment, even if the project owner has set up a real wallet for their project. If the project owner does not have the money available on their debit or credit card when a payment is performed (as explained in chapter 5 of these Terms and Conditions), then Self XDSD will not be able to pay the contributor.

The website, materials presented on it and any service which may be obtained through the website are delivered as is without any kind of warranty expressed or implied.

You assume all the risks which may arise from trusting and using our website.

The Self XDSD and all of its functionalities, without exception, are delivered as they are without any warranties expressed or implied even for the users who choose to use a real wallet for their project and pay a commission to Self XDSD.

No opinion, advice, or statement made by Self XDSD, whether through its website or other means, shall create any warranties whatsoever.

Self XDSD is not responsible and offers no warranties or approvals with regards to services offered by third parties through its website or through a link or banner or other means published on its website.

You are using the Self XDSD website and any services and/or materials that Self XDSD offers at your own risk. Furthermore, you will be the only liable person in the event of any damage or data loss which might occur after downloading any material from the Self XDSD website to your computer.

Advice or information which you receive from Self XDSD (verbal or written) through the website or other means will not qualify as a warranty in any way without an explicit mention.

The website and the materials presented on it might contain errors, inconsistencies or even information or materials which are breaking these Terms and Conditions.

Self XDSD makes all the efforts to ensure the integrity of our website and the data we present. However, Self XDSD makes no warranty with regards to its website and the data or other materials of any kind presented on the website.

In case you notice an inconsistency or error on the website or if you simply have doubts about the data presented on the website, please contact us at support@self-xdsd.com. Please specify as much information as possible, so we can identify the material in question (page URL, description of the expected and actual content etc). We will try to give you an answer and solve the problem as quickly as possible, within a reasonable amount of time.

Within the boundaries of the law you understand and agree that neither Self XDSD nor its collaborators, associates or representatives shall be held liable in the event of:

- any loss or damage, direct or indirect, moral or material, loss of chance, loss of earning or potential earning, production, profit, image or reputation damage etc
- any inconsistency or problem with any information available on the Self XDSD website.
- any wounding, death, property damage or other damages, losses, costs supported by you and risen from an event or doing which can be attributed to

Self XDSD or any of its collaborators, associates or representatives including but not limited to any cancellations, over-booking, crisis or other events which are not in the control of Self XDSD.

13. Complaints

Any complaint you may have regarding Self XDSD (your account, usage or the website, data presented on the website etc) can be pointed out by sending an e-mail at: support@self-xdsd.com. Please include as many details in your e-mail so we are able to identify and solve the problem faster.

We will register your request and will answer it within a reasonable amount of time.

Users of Self XDSD understand and agree that they should not make public their complaints before Self XDSD has had a reasonable amount of time to solve them. Self XDSD may pursue a lawsuit or litigation in such an event.

14. Applicable Law and Jurisdiction

Usage of the Self XDSD website and of any material present on it is governed by the Romanian Law.

Any dispute arisen from the usage of the Self XDSD website or any material present on it should be solved amiably. If an amiable solution is not possible then any lawsuit or litigation will be solved by a competent court of law from Oradea, Romania.

Under the Romanian Law, the users of Self XDSD are considered IT Professionals, not consumers. The dispositions with regards to the protection of the consumers' interests will not apply.

15. Termination

These Terms and Conditions will stay in effect until their termination.

We reserve the right to unilaterally denounce these Terms and Conditions, as well as restricting the usage of the website or part of the website at any moment and for any reason.

When these Terms and Conditions will be terminated so will your right to use the Self XDSD website. When this will happen you will stop using the Self XDSD website immediately and destroy any copy of it or copy of any material presented on the website which you may have.

You understand and agree that Self XDSD may restrict usage of the website or part of the website at any time without prior notice. Self XDSD can, at any time and without prior notice, interrupt service and remove any file or piece of data associated with its website and service, or even remove its full website and stop providing its service.

You understand and agree that Self XDSD has no obligation towards you or any other party, including but not limited to the obligation of making any file or piece of data available through its website or other means. Self XDSD will not be liable for any issue caused by any problems of any nature regarding its website and/or platform, including but not limited to service outages of any kind and for any reason.

16. Others

Self XDSD reserves the right to modify these Terms and Conditions at any time, without prior notice. As such, please read these Terms and Conditions (as well as other policies available on the website) regularly, to make sure you always have the latest information.

If you have any questions about these Terms and Conditions or any other policy from the website, please write us an e-mail at: support@self-xdsd.com.

Self XDSD reserves the right to stop offering its website and other services (in part or in full) at any time and without prior notice. Self XDSD also reserves the right to bring any modification to its website and other services at any time and without prior notice.

Self XDSD is not and will not be held responsible for any modification, suspension or interruption of the availability of its website and services.

If any sentence from the current Terms and Conditions becomes void, unenforceable or illegal, in part or in full, the rest of the document will still be valid and enforceable.

These Terms and Conditions will remain in force and produce its effects for the whole period of time while you are a user of the Self XDSD website. Should you choose to stop using the Self XDSD website, you will still be bound by the obligations stipulated in these Terms and Conditions.