



PhoenixX Terms of Use

Document Reference: PHX-TOS-1.0



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Governing Law: Swiss Substantive Law

Dispute Resolution: Zurich Arbitration (Swiss Rules)

Legal Preface

These Terms of Use ("Terms") govern access to and use of PhoenixX Systems by any User. PhoenixX operates as a global compliance and digital infrastructure provider. These Terms reflect the legal, ethical, and operational standards required for access to PhoenixX professional systems and services. By accessing PhoenixX Systems, Users unconditionally accept these Terms.

A. Definitions

1. SCOPE AND LEGAL NATURE

- 1.1 PhoenixX provides professional business infrastructure, compliance technology, workflow management, AI-assisted productivity tools and data processing systems ("PhoenixX Systems"). PhoenixX is not a chat platform, social media service, payment institution or employer.
- 1.2 Users access PhoenixX Systems strictly as independent business users and remain solely responsible for their business operations, tax declarations, compliance status, employment obligations and lawful use of PhoenixX Systems.
- 1.3 Nothing in this Agreement creates an employment relationship, partnership, joint venture, agency, fiduciary duty or association between PhoenixX and any User.
- 1.4 Users are solely responsible for any Content they create, transmit, process, store or manage through PhoenixX Systems. PhoenixX does not control, generate or publish User Content and assumes no liability arising from it.
- 1.5. For the purposes of these Terms, the following definitions apply:
 - a. "Applicable Law" means all applicable laws, regulations, statutes, directives, governmental requirements and professional standards, including Swiss substantive law under Clause 14.
 - b. "Arbitration" means final and binding dispute resolution conducted in Zurich, Switzerland under the Swiss Rules of International Arbitration, in the English language.
 - c. "Business Day" means any day other than a Saturday, Sunday or official public holiday in Zurich, Switzerland.



+1 307 302 4642
info@phoenixx.one
www.phoenixx.one

2106 House Ave Suite 226
Cheyenne 82001 WY / USA



- d. "Compliance Review" means any audit, monitoring, verification or investigation carried out by PhoenixX to assess fraud risk, AML/CTF compliance, sanctions exposure, legal violations or contractual breaches.
- e. "Confidential Information" means non-public information belonging to PhoenixX, including legal frameworks, templates, documents, dashboards, processes, strategies, business logic and internal methods.
- f. "Content" means any data, text, scripts, records, files or communication submitted, transmitted, stored or generated by a User through PhoenixX Systems.
- g. "Data Controller" has the meaning assigned to it under the EU GDPR and similar data protection laws and determines the purposes and means of Processing Personal Data.
- h. "Data Processor" has the meaning assigned to it under the EU GDPR and similar data protection laws and processes Personal Data on behalf of a Data Controller.
- i. "Derived Data" means metadata, risk indicators, analytics, quality metrics, performance statistics, and other data generated by PhoenixX Systems through processing or analysis of Content or operational system interactions.
- j. "Force Majeure Event" means an event beyond reasonable control including cyberattacks, AI misuse, natural disasters, war, government restrictions, pandemics, system failure or technical infrastructure collapse.
- k. "Fraud" means any intentional deception including false invoices, false claims, forged documents, money laundering, identity abuse, synthetic accounts, hidden subcontracting or tax evasion.
- l. "Misuse" means any unauthorized, unethical, fraudulent, abusive or unlawful use of PhoenixX Systems.
- m. "Party" means either PhoenixX or the User individually, and
- n. "Parties" means both collectively.
- o. "PhoenixX" means Agency PhoenixX LLC, including all affiliates and controlled legal entities.
- p. "PhoenixX Systems" means www.PhoenixX.one, Zoho Books, Zoho Cliq, Zoho Compliance Platforms, identity verification systems, internal security modules, communication infrastructure and any future systems or services.
- q. "Unauthorized Access" means access without approval, identity masking, account sharing, impersonation, access through automation or any attempt to bypass PhoenixX security systems.
- r. "User" means any individual, contractor, subcontractor, freelancer, agency, legal entity or partner accessing or using PhoenixX Systems.
- s. "AI Training Data" means de-identified, pseudonymized or aggregated datasets derived from Content, Moderation Data or system interactions for the lawful development, training, validation or improvement of artificial intelligence, security, risk or automation systems. All AI Training Data is the exclusive property of PhoenixX.



- t. "Moderation Data" means chat messages, annotations, quality labels, operational logs, message decisions, dispute flags, review logs and related interaction data generated through the use of PhoenixX Systems.
- u. "Personal Data" means any information relating to an identified or identifiable natural person.
- v. "Sanctioned Person" means any individual or entity listed on any applicable sanctions list, including OFAC (U.S.), SECO (Switzerland), EU Sanctions List or UK OFSI.
- w. "Services" means the business infrastructure, compliance technology, data processing, auditing, workflow and related services provided by PhoenixX through PhoenixX Systems.
- x. "Suspension Event" means any event that gives PhoenixX the right to suspend, limit or terminate access to PhoenixX Systems, including fraud risk, AML violations, sanctions match, security breach, non-payment or material breach of this Agreement.
- y. "Taxes" means all taxes, levies, VAT, GST, duties, social security obligations or similar charges imposed by any authority.
- z. "Third-Party Service Provider" means any contractor, subcontractor, vendor, payment provider, identity verification service, hosting provider or other service engaged by PhoenixX in connection with PhoenixX Systems.
- aa. "Effective Date" means the date on which the User first accesses or uses PhoenixX Systems.

1.6. Interpretation: Headings are for convenience only and do not affect interpretation. In case of conflict, the interpretation of PhoenixX shall prevail to the extent permitted by Applicable Law.

2. Corporate Identity & Legal Notice

Agency PhoenixX LLC

2106 House Avenue, Suite 226, Cheyenne, WY 82001, USA

Registered Address: 1309 Coffeen Avenue, Suite 1200, Sheridan, WY 82801, USA

Email: legal@PhoenixX.one | compliance@PhoenixX.one

3. Scope of Application

These Terms apply to all access and use of PhoenixX Systems. PhoenixX operates strictly as a **Business-to-Business (B2B)** service provider and does not provide consumer services.

4. Legal Status of Relationship

4.1 **No Employment** – PhoenixX does not employ Users.

4.2 **No Partnership or Joint Venture** – No legal partnership or agency exists.

4.3 **Non-Assignment** – Users may not transfer rights without PhoenixX consent.

4.4 **Acceptance of Terms** – Use implies binding legal acceptance.





5. Use of PhoenixX Systems

PhoenixX grants Users conditional, revocable, and non-transferable access to PhoenixX Systems strictly for lawful business purposes.

5.1 Technology Infrastructure - PhoenixX Systems include all PhoenixX-operated digital infrastructure and integrated third-party tools.

5.2 Security Monitoring and Logging - PhoenixX actively monitors access and usage of PhoenixX Systems to ensure integrity, prevent fraud, protect security, and enforce compliance. PhoenixX may collect and retain access logs, IP addresses, system event records, and user activity data for audit and security purposes.

5.3 Access Restrictions - Unauthorized access, account sharing, bypassing authentication, identity masking, or bypassing system controls is strictly prohibited.

5.4 Reverse Engineering Ban - Users may not reverse engineer, replicate, simulate, disassemble or extract logic from PhoenixX Systems or automate access using bots, scripts, or artificial means.

5.5 Data Export Restriction - Unauthorized export, copying or replication of PhoenixX data, dashboard structures, business logic or communication patterns is prohibited.

6. Compliance & Lawful Conduct

PhoenixX enforces strict compliance standards. Use of PhoenixX Systems is conditioned on lawful conduct, verified identity, and cooperation with security controls.

6.1 Identity Verification Requirement - PhoenixX may require identity verification (KYC), business registration (KYB), beneficial ownership disclosure (UBO), and proof of lawful operating status prior to granting or continuing system access. Use of false identities, forged documents, VPN obfuscation, or proxy accounts is strictly prohibited.

6.2 AML & Financial Crime Ban - Illegal financial activity is prohibited.

6.3 False Invoice Protection - Fraudulent invoices trigger enforcement.

6.4 Export Control & Sanctions - Sanctioned entities are prohibited from access.

6.5 Prohibited Industries - Criminal industries are strictly banned.

6.6 Mandatory Compliance Cooperation - Users must cooperate with verification.

6.7 Audit Rights - PhoenixX may conduct compliance audits.

6.8 Prohibition of False Legal Claims - Users must not threaten or file false, abusive, or fabricated legal claims or notices. PhoenixX may seek damages and legal costs for abusive conduct.





6.9 Use of Evidence - PhoenixX may collect, preserve, and use digital evidence including system access logs, IP addresses, communication records, audit trails, identity verification records, contract activity, billing records, and compliance interactions for fraud prevention and legal enforcement.

6.10 Zero Tolerance Harassment & Abuse - Harassment, coercion, intimidation, blackmail, threats, hate speech, and abusive conduct are strictly prohibited.

6.11 Prohibited Conduct - Users are prohibited from:

- Concealing identity or subcontractor chains
- Financial manipulation or fake debt claims
- Unauthorized access or system interference
- Misuse of PhoenixX Systems or data
- Attempting to influence PhoenixX through intimidation or unlawful pressure

6.12 Data Protection & Lawful Processing Disclaimer - Security monitoring is conducted strictly for compliance, fraud prevention, and system integrity purposes. Monitoring is lawful and proportionate in accordance with applicable data protection frameworks.

7. Financial Terms

PhoenixX uses Zoho Books for financial documentation and billing operations. Use of PhoenixX Systems includes adherence to financial integrity standards.

7.1 Binding Invoices - All invoices issued via Zoho Books are legally binding commercial invoices. Attempts to dispute invoices without legal or contractual basis will be treated as financial misconduct.

7.2 Payment Integrity - PhoenixX may suspend or terminate access due to payment failure, chargeback behavior, artificial debt creation, or fraudulent billing claims.

7.3 Financial Risk Controls - PhoenixX may impose payment holds, account reviews, payment verification checks, or require transaction proof if fraud risk is detected.

7.4 Third-Party Service Disclaimer - PhoenixX is not responsible for delays or disruptions caused by Zoho Books, banks, payment processors, or third-party financial systems.

7.5 Content Responsibility Disclaimer - PhoenixX is not responsible for any statements, representations, contractual offers, or communications made by Users via PhoenixX Systems including Zoho Books, Zoho Cliq, or internal communication channels. Users are solely responsible for their own communications and legal obligations.





8. Intellectual Property & Brand Protection

PhoenixX retains all right, title, and interest in and to PhoenixX Systems and all related content, documentation, templates, workflows, data models, dashboards, compliance frameworks, operational methodologies, code, scripts, and business logic (collectively, **PhoenixX IP**). No rights are granted except the limited, revocable right to access PhoenixX Systems under these Terms.

8.1 IP Ownership - All PhoenixX IP (including enhancements, derivatives, anonymized datasets, and AI-supported improvements) remains the exclusive property of PhoenixX. Users receive no license other than the limited right to use PhoenixX Systems for lawful business purposes under these Terms.

8.2 Confidentiality - Users must maintain the confidentiality of any PhoenixX Confidential Information. Disclosure to third parties is prohibited without PhoenixX's prior written consent. Confidentiality obligations survive termination indefinitely.

8.3 Non-Circumvention - Users shall not bypass PhoenixX in any commercial relationship arising from access to PhoenixX Systems, nor induce PhoenixX personnel, contractors, or clients to disengage from PhoenixX. This obligation survives for **36 months** after termination.

8.4 Brand & Reference Use Restriction - No User may claim endorsement, partnership, representation, or affiliation with PhoenixX, or use PhoenixX's trade names, marks, logos, or brand identity, without PhoenixX's prior written authorization.

9. AI & Data Governance

PhoenixX may use AI systems for fraud detection, security, auditing, compliance, and operations with human oversight.

9.1 AI Disclaimer

AI-assisted outputs are provided on an informational basis only and are subject to human review. PhoenixX does not warrant the accuracy or completeness of AI outputs.

9.2 AI and Data Licensing

PhoenixX retains ownership of AI-generated insights, operational structures, and anonymized or pseudonymized datasets created or improved via PhoenixX Systems. Users grant PhoenixX a non-revocable, royalty-free license to process submitted data for security, compliance, and system integrity, in accordance with applicable law.

9.3 Prohibition of AI Training Using PhoenixX Content

Users may not use PhoenixX content, data, systems, methods, or communications to train, fine-tune, or evaluate AI or machine learning models, nor scrape PhoenixX Systems for dataset creation. Any such activity is a material breach.

10. Liability & Warranties

10.1 No Warranties - PhoenixX Systems are provided **"as is" and "as available"** without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, non-infringement, and uninterrupted availability.





10.2 Limitation of Liability - To the fullest extent permitted by law, PhoenixX shall **not** be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages, including loss of profit, revenue, data, goodwill, or business interruption, whether foreseeable or not.

10.3 Business Loss Disclaimer - Users are solely responsible for their own commercial decisions and outcomes. PhoenixX is not liable for Users' business losses or strategic decisions, including subcontracting choices and reliance on third-party services.

10.4 Third-Party Services - PhoenixX is not responsible for outages, failures, or security incidents of third-party services (including Zoho Books, Zoho Cliq, banks, processors, or hosting providers).

10.5 Force Majeure - PhoenixX is not liable for delay or failure due to events beyond reasonable control, including natural disasters, war, government actions, labor disputes, pandemics, power or network failures, **cyberattacks, ransomware, DDoS, or AI-generated threats**. PhoenixX may limit services to protect integrity during such events.

11. Termination & Enforcement

PhoenixX may suspend or terminate access **immediately and without notice** for security risk, fraud, sanctions screening failure, misuse, or any breach of these Terms. PhoenixX may retain logs and evidence for enforcement and may report suspected crime to authorities.

11.1 No Refunds for Enforcement Termination - No refunds, credits, or compensation shall be issued in cases of access termination due to breach, fraud, sanctions violation, misconduct, system abuse, or compliance risk. PhoenixX retains the right to recover outstanding balances.

11.2 Indemnification Clause - Users shall indemnify and hold harmless PhoenixX, its officers, directors, agents, and affiliates from any claims, damages, liabilities, losses, costs, or expenses arising from: (a) misuse of PhoenixX Systems, (b) breach of these Terms, (c) legal violations, (d) third-party claims resulting from User actions, or (e) fraudulent, negligent, or unlawful conduct.

11.3 Mandatory Compliance Cooperation - Users must provide KYC/KYB/UBO data, tax compliance evidence, and subcontractor disclosures on request. Refusal constitutes a material breach.

11.4 Audit Rights - PhoenixX may conduct audits (internal or via appointed auditors) to verify compliance, security, and lawful conduct. Non-cooperation is a material breach.

11.5 Prohibition of False Legal Claims - Users must not threaten or file false, abusive, or fabricated legal claims or notices. PhoenixX may seek damages and legal costs for abusive conduct. PhoenixX may suspend or terminate access **immediately and without notice** for security risk, fraud, sanctions screening failure, misuse, or any breach of these Terms. PhoenixX may retain logs and evidence for enforcement and may report suspected crime to authorities.



12 DATA GOVERNANCE AND PROTECTION

12.1 Purpose and Legal Basis - This Clause establishes the contractual framework governing the collection, Processing, storage, retention, transfer, licensing and lawful commercial use of Personal Data, Derived Data, Moderation Data and AI Training Data generated within PhoenixX Systems. The Parties expressly acknowledge and agree that PhoenixX operates as a compliance-first technology provider and that all Data processed under this Agreement is subject to PhoenixX's Data Protection and AI Governance Framework.

12.2 Data Classification - PhoenixX distinguishes between the following legally binding data categories: (a) **Personal Data** – Information relating to an identified or identifiable natural person as defined under GDPR, UK GDPR and Swiss FADP. (b) **Derived Data** – Metadata, analytics outputs, fraud risk indicators, reputational metrics or system interaction logs generated by PhoenixX Systems. (c) **Moderation Data** – Chat logs, annotations, content labels, operational workflow records, message decisions, quality reviews and moderation outcomes generated by Users. (d) **AI Training Data** – De-identified, anonymised or pseudonymised datasets lawfully derived from Content, Moderation Data or Derived Data for use in AI model training, validation, fraud analytics, compliance automation or system optimisation.

12.3 Data Controller and Processor Roles - PhoenixX acts as: (a) **Data Processor** with respect to Personal Data submitted by Users on behalf of third parties; (b) **Data Controller** with respect to Derived Data, Compliance Data, Moderation Data and AI Training Data.

12.4 Lawful Processing of Data - PhoenixX Processes Data on the lawful bases of contract performance, legitimate interest (fraud prevention, risk control and AI system security), legal obligation and defence of legal claims. Users warrant that any Personal Data they submit is lawfully obtained and that no unlawful content is introduced into PhoenixX Systems.

12.5 Ownership of Data - PhoenixX retains full and exclusive ownership of all Derived Data, Moderation Data and AI Training Data. Users acquire no ownership rights, title, intellectual property or economic interest in Data or AI outputs by virtue of accessing PhoenixX Systems.

12.6 AI Training and Commercial Licensing Rights - PhoenixX is granted an irrevocable, royalty-free, perpetual, worldwide license to use, reproduce, process, modify, translate, analyse, distribute, commercialise and sublicense Derived Data, Moderation Data and AI Training Data in anonymised or pseudonymised form for the purposes of: (a) AI model training and optimisation; (b) system integrity, fraud prevention and compliance analytics; (c) security architecture development; (d) commercial licensing of AI Training Data and AI outputs to third parties.

12.7 No User Compensation or Claims - Users expressly and irrevocably waive any present or future claims to compensation, royalties, revenue sharing, attribution rights, licensing participation or economic interest arising from PhoenixX's lawful use of AI Training Data or anonymised datasets.

12.8 Third-Party AI Infrastructure - PhoenixX may transfer, Process or analyse AI Training Data using approved AI technology vendors including but not limited to OpenAI, Anthropic, AWS, Google Cloud, Microsoft Azure, Meta AI and IBM Watson, subject to contractual safeguards and applicable law.



12.9 Data Retention and Legal Hold - PhoenixX may retain Data for the duration of User access to PhoenixX Systems and for a period of up to ten (10) years thereafter for compliance, fraud prevention, evidence preservation, audit obligations and legal defence. PhoenixX may impose a legal hold on Data where required by arbitration, regulatory request or dispute resolution.

12.10 Subcontractor Chain Obligation - Users must ensure that all subcontractors, employees, agents or third-party personnel engaged by them enter into back-to-back agreements that assign all rights to Derived Data, Moderation Data and AI Training Data to PhoenixX. Failure to provide documentary proof constitutes a material breach and Suspension Event under Clause 13. Users must ensure that all their subcontractors assign all IP and Data rights to PhoenixX in accordance with this Agreement.

13. COMPLIANCE, RISK AND SANCTIONS

13.1 AML/CTF and Financial Crime Compliance - PhoenixX enforces strict Anti-Money Laundering (AML), Counter Terrorist Financing (CTF), anti-corruption and financial crime frameworks. Users shall not, directly or indirectly, engage in Financial Crime, including but not limited to money laundering, tax evasion, hidden subcontracting, synthetic identity fraud, false invoicing, artificial debt creation, asset concealment, unlawful remittance routing or sanctions evasion.

13.2 Sanctions Compliance - PhoenixX conducts sanctions screening against OFAC (U.S.), SECO (Switzerland), EU Consolidated Lists, UN Sanctions, HM Treasury (UK OFSI) and other relevant authorities. Any match constitutes a Suspension Event. PhoenixX shall have the right to immediately suspend access pending investigation.

13.3 Prohibited Conduct - Users shall not use PhoenixX Systems for criminal, deceptive, abusive or unlawful purposes, including trafficking, exploitation, cybercrime, financial manipulation, harassment, platform sabotage or coordinated online attacks.

13.4 Enforcement Rights - PhoenixX may implement automated and manual enforcement actions including: (a) immediate suspension of access; (b) account limitation, risk review or permanent blacklisting; (c) investigation of transaction history and beneficial ownership structures; (d) freezing or retention of payments linked to Compliance Violations; (e) mandatory identity or business verification checks.

13.5 Blacklist Authority and Industry Notification - PhoenixX may permanently blacklist Users, related entities and successors involved in Fraud, Misuse or Compliance Violations. PhoenixX may notify affiliated platforms, partner networks, banks, financial partners and payment providers for fraud prevention purposes.

13.6 Payment Freeze and Retention Rights - PhoenixX may delay, retain or freeze payments where Fraud, Sanctions risk, funding irregularities or Compliance Violations are suspected. PhoenixX may retain funds where required for investigation, enforcement, arbitration costs or legal compliance.

13.7 Fraud Intelligence Sharing - PhoenixX may collect, preserve and share Fraud Intelligence with law enforcement authorities, financial intelligence units (FIUs), AML authorities, credit bureaus, banks, payment processors, compliance networks and partner risk systems where legally permissible for fraud prevention and AML purposes.



13.8 Evidence and Monitoring Rights - PhoenixX may collect and preserve digital evidence including IP addresses, device fingerprints, access logs, contract records, communication transcripts, account links, UBO disclosures and payment records. Evidence may be used in arbitration, litigation, regulatory reports or criminal complaints.

13.9 Mandatory Cooperation Obligation - Users must fully cooperate with PhoenixX in sanctions screening, risk assessments, fraud investigations, KYC/KYB/UBO verification, tax compliance confirmations and beneficial ownership review. Failure to cooperate constitutes a material breach and Suspension Event under this Agreement. Users must provide compliance evidence on request.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 Governing Law - This Agreement and any dispute arising out of or in connection with it shall be governed exclusively by Swiss substantive law, excluding its conflict of law provisions.

14.2 Mandatory Arbitration - Any dispute, controversy or claim arising out of or in relation to this Agreement, including its validity, breach or termination, shall be resolved exclusively by final and binding arbitration.

14.3 Seat, Rules and Language - The seat of arbitration shall be Zurich, Switzerland. The arbitration shall be conducted in English under the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date when the Notice of Arbitration is submitted.

14.4 Emergency and Injunctive Relief - Notwithstanding Clause 14.2, PhoenixX may seek urgent injunctive or conservatory relief before any competent court, including orders to freeze assets, prevent data abuse, enforce confidentiality, stop cyber abuse, or prevent fraud. The seeking of such measures shall not be deemed incompatible with Clause 14.2 or a waiver of arbitration.

14.5 Class Action and Jury Trial Waiver - Users irrevocably waive any right to participate in class, collective, consolidated or representative proceedings. Users further waive any right to a jury trial to the maximum extent permitted by Applicable Law.

14.6 Third-Party Litigation Protection - PhoenixX shall not be named as a party in any third-party legal dispute, court proceeding, arbitration or regulatory action unless PhoenixX expressly agrees in writing to participate.

14.7 Costs and Fees - The breaching Party shall bear all arbitration costs, legal fees, expert fees, investigation expenses and enforcement costs reasonably incurred by PhoenixX.

14.8 Enforcement of Arbitral Award - Any arbitral award issued under this Clause may be enforced in any jurisdiction. Judgment upon the award may be entered by any court of competent jurisdiction.

14.9 Survival - This Clause shall survive termination or expiration of this Agreement.

15. LEGAL INTERPRETATION AND CONTRACT STRUCTURE

15.1 Priority of Terms - These Terms shall prevail over any conflicting statements, system messages, policies, commercial discussions, emails, chats, instructions or informal agreements unless expressly superseded in writing by PhoenixX.





15.2 No Informal Agreements - No verbal, electronic or informal communication shall create any contractual obligations on PhoenixX unless expressly confirmed in a written agreement signed by PhoenixX.

15.3 No Reliance - The User confirms that it has not relied on any statement, representation, promise or assurance made by PhoenixX or any person acting on behalf of PhoenixX except as expressly set out in this Agreement.

15.4 No Waiver - Failure or delay by PhoenixX to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other right.

15.5 Severability - If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be interpreted to best reflect the original intent of the Parties.

15.6 Language - The English version of this Agreement shall prevail over any translation. Translations are provided for convenience only.

15.7 Entire Agreement - This Agreement constitutes the entire agreement between the Parties regarding the use of PhoenixX Systems and supersedes all prior agreements, communications or negotiations.

15.8 Assignment - Users may not assign, transfer or delegate any rights or obligations under this Agreement without the prior written consent of PhoenixX. PhoenixX may assign this Agreement to an Affiliate or legal successor.

15.9 Modification Control - PhoenixX may update, amend or modify this Agreement in accordance with Clause 19. No other modification shall be valid unless issued by PhoenixX in writing.

16. NOTICES AND COMMUNICATION

16.1 Official Communication Channels - All legal notices, compliance notifications, contractual communications and formal correspondence under this Agreement must be sent in English and directed to the official PhoenixX contact channels specified in this Clause.

16.2 PhoenixX Contact Details - Notices to PhoenixX shall be sent to: Agency PhoenixX LLC 2106 House Avenue, Suite 226 Cheyenne, WY 82001, United States Email (Legal): legal@PhoenixX.one Email (Compliance): compliance@PhoenixX.one Website: www.PhoenixX.one

16.3 Valid Notice to Users - PhoenixX may provide notices to Users via: (a) email to the registered User email address; (b) secure message via PhoenixX Systems; (c) system notifications or compliance alerts within PhoenixX platforms; (d) publication of policy changes or notices within PhoenixX Systems.

16.4 Deemed Receipt - Any notice sent by PhoenixX shall be deemed received: (a) within 24 hours when sent by system notification; (b) within 48 hours when sent by email; (c) immediately upon publication within PhoenixX Systems; regardless of whether the User confirms receipt.

16.5 Refusal to Communicate - Failure by the User to respond to a compliance notice, sanctions inquiry, fraud review or audit request within the specified timeline constitutes a material breach of this Agreement and may result in a Suspension Event.



16.6 Updated Contact Information - Users must keep their contact details, business registration status and compliance information up to date. PhoenixX bears no responsibility for failed communications caused by outdated or false User information.

16.7 No Informal Notice - WhatsApp, Telegram, SMS or social media messages are not valid legal notice channels under this Agreement.

17 ENFORCEMENT AND REMEDIES

17.1 Enforcement Rights - PhoenixX may enforce this Agreement and maintain system integrity using any lawful technical, contractual or legal measure, including account suspension, access limitation, contract termination, legal claims and recovery actions.

17.2 Suspension and Termination - PhoenixX may suspend or terminate access to PhoenixX Systems with immediate effect in the event of a Suspension Event, Fraud, Misuse, Compliance Violation or breach of this Agreement.

17.3 Investigation Rights - PhoenixX may conduct Compliance Reviews, audits, fraud investigations, sanctions checks, identity verification and risk analysis and may require Users to provide supporting information where necessary.

17.4 Financial Protection - PhoenixX may delay, restrict or freeze payments in accordance with Clause 13.7 where a Suspension Event occurs or compliance verification is pending.

17.5 Damages and Loss Recovery - PhoenixX may seek damages for financial loss, fraud recovery, legal expenses, enforcement costs and other provable loss arising from User breach.

17.6 Reputational Harm - PhoenixX may seek equitable and financial remedies for reputational harm, including defamation, false statements, coordinated attacks, interference with business relations or bad-faith complaints.

17.7 Investigation Cost Recovery - PhoenixX may recover investigation and enforcement costs, including forensic review, sanctions screening, AML verification, legal review and expert analysis.

17.8 Survival - The enforcement rights in this Clause shall survive termination of this Agreement.

18 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

18.1 Confidentiality Obligations - The User shall treat all Confidential Information strictly confidential and shall not disclose, reproduce, store, transmit, sell, commercialise or otherwise make Confidential Information available to any third party without PhoenixX's prior written consent. Confidentiality obligations survive for ten (10) years following termination, or longer if required by law.

18.2 PhoenixX Intellectual Property – Absolute Ownership PhoenixX retains full right, title and interest in and to all PhoenixX Systems, including but not limited to: software, platform architecture, compliance frameworks, legal templates, operational methods, shift systems, business logic, datasets, audit algorithms, AI workflows, interface designs, scripts, dashboards,



classifier models, specifications, risk engines and security modules. No rights are granted to the User except the limited, revocable right to access PhoenixX Systems.

18.3 Prohibited Competitive Use - Users are strictly prohibited from using PhoenixX Systems, workflows, AI pipelines, contract structures, moderation frameworks, KYC/AML modules or dataset logic to build, support, advise or enhance competing services, AI products, compliance systems, moderation platforms or any commercial alternative that directly or indirectly competes with PhoenixX. Any attempt constitutes IP theft and a material breach subject to enforcement.

18.4 AI and Data Rights – Full Commercial Ownership PhoenixX retains exclusive and perpetual ownership of all Derived Data, Moderation Data and AI Training Data. PhoenixX may analyse, process, license, commercialise, monetise or distribute anonymised AI Training Data or AI models created from such Data without compensation or attribution to Users.

18.5 Subcontractor Chain Enforcement (IP Assignment) - Users must ensure that all subcontractors, freelancers, agencies, employees, affiliates or third parties involved in Content creation or system interaction assign all IP and Data rights to PhoenixX through back-to-back legal agreements. Failure to demonstrate compliance constitutes a material breach.

18.6 Prohibition of Reverse Engineering and Data Extraction - The User shall not, directly or indirectly: (a) reverse engineer, decompile, disassemble or derive source logic from PhoenixX Systems; (b) perform dataset scraping, model extraction or security probing; (c) replicate PhoenixX datasets, AI logic, workflows or internal structures; (d) access systems through bots, scrapers or automation scripts; (e) extract PhoenixX datasets or business logic for AI training or competitive use.

18.7 Emergency Injunctive Relief and Asset Protection - PhoenixX shall be entitled to immediate emergency injunctive relief in any jurisdiction to prevent IP theft, data removal, scraping, reverse engineering, cyber intrusion, dataset exfiltration or unauthorised disclosure. PhoenixX may seek: (a) cease-and-desist and takedown orders; (b) forensic evidence preservation orders; (c) domain and account seizure orders; (d) destruction of infringing materials; (e) asset freezing and injunction injunctions; (f) cross-border enforcement.

18.8 Investigation and Cybercrime Enforcement - PhoenixX may conduct forensic investigation and cooperate with cybercrime units, law enforcement, banks and hosting providers to investigate IP theft, data exfiltration or fraud attempts.

18.9 Survival - This Clause survives termination indefinitely and remains enforceable against all successors, affiliates, mirror companies, shell entities and beneficial owners involved in any breach.

19 CHANGE CONTROL AND UPDATES

19.1 Right to Modify - PhoenixX may amend, update, supplement or modify this Agreement, any incorporated policies, compliance requirements, system rules or security standards at any time to reflect legal, operational or security requirements.

19.2 Immediate Effect - Unless otherwise stated by PhoenixX in writing, modifications take effect immediately upon publication within PhoenixX Systems or communication through official PhoenixX channels.



19.3 Binding Policy Framework - PhoenixX Compliance Policies, including but not limited to the PhoenixX AI Policy, Data Governance Policy, AML/CTF Policy, Sanctions Policy, Responsible Use Policy, and Security Policy, form an integral and legally binding part of this Agreement. Use of PhoenixX Systems constitutes automatic acceptance of these policies.

19.4 System Policy Priority - PhoenixX may at any time issue compliance directives, enforcement notices, security mandates, operational requirements or system integrity rules ("PhoenixX System Policies"). These System Policies shall have **immediate contractual effect** upon publication and shall prevail over any inconsistent User instructions, agreements or commercial negotiations. Users irrevocably agree to comply without delay.

19.5 No User Veto - Users have no right to object to, negotiate, delay or restrict modifications, compliance updates or security requirements issued by PhoenixX.

19.6 Termination Option - If a User does not accept a modification of this Agreement, the sole remedy is to terminate access to PhoenixX Systems. All obligations accrued prior to termination remain enforceable.

19.7 Notification Sufficiency - PhoenixX may, at its discretion, notify Users of changes via system notice, dashboard message, compliance alert or email. Lack of review by the User does not affect enforceability.



Frequently Asked Questions (FAQ)

1. Is PhoenixX a platform operator?

No. PhoenixX is a compliance and infrastructure provider. PhoenixX does not operate as an employer, platform, or marketplace.

2. Who is responsible for taxes and social charges?

Each independent contractor or agency is fully responsible for its own tax and regulatory obligations.

3. Does PhoenixX use AI?

Yes—responsibly, with human oversight. AI is never used to manipulate, coerce, or exploit.

4. Can I cite PhoenixX as a partner?

Only with prior written authorization. Unauthorized brand use is prohibited.

5. What happens if someone files a false invoice?

PhoenixX treats it as commercial fraud and will enforce legally.

6. Can I scrape or export PhoenixX data?

No. Data export and scraping are prohibited and will trigger enforcement.

7. Where are disputes resolved?

Exclusively via Swiss arbitration in Zurich, in English. Class actions are waived.

8. Can PhoenixX update these Terms?

Yes. Continued use after publication of changes constitutes acceptance.

9. Does PhoenixX monitor access?

Yes, for security and compliance, consistent with these Terms.

10. Can I assign or transfer my access/contract?

No, not without PhoenixX's prior written consent.



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Governing Law: Swiss Substantive Law | Dispute Resolution: Zurich Arbitration (Swiss Rules)

This policy includes mandatory arbitration and contractual enforcement provisions.

Approval and Enforcement

This Terms of Use PHX-TOS-1.0 is issued by Agency PhoenixX LLC and is legally binding upon all Clients, Users, contractors, subcontractors, data processors and affiliated parties engaging with PhoenixX Systems. This Policy shall be enforced without exception. Use of PhoenixX Systems constitutes unconditional acceptance of this Policy.

Approved by: PhoenixX Compliance & Risk Management

Agency PhoenixX LLC

PhoenixX.one

legal@PhoenixX.one | compliance@PhoenixX.one

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+1 307 302 4642
info@phoenixx.one
www.phoenixx.one

2106 House Ave Suite 226
Cheyenne 82001 WY / USA