



Contracting Entity & Governing Law

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This document forms an integral part of the [CashXChain Terms of Service](#).
This page is the single authoritative source for who you contract with, which law governs that contract, and where disputes are heard.

At a glance

Item	Position
Contracting party	CashXChain UG (haftungsbeschränkt), Feldkirchen-Westerham, Germany
Governing law	Substantive law of Switzerland, for every customer worldwide, CISG excluded
Forum — EU, EEA and EFTA	Commercial Court of the Canton of Zurich ⁷ , otherwise the courts of the City of Zurich
Forum — everywhere else	Arbitration under the Swiss Rules, seat Zurich, in English, no upper limit
Always available in court	Interim relief, undisputed sums, intellectual property claims
Notice before customer claims (EU/EEA/EFTA)	30 days
Authoritative language	English

The clauses below are what binds. This table summarises them and does not vary them.

1. Contracting entity

The operator of the CashXChain platform and the contracting party for all customer agreements is **CashXChain UG (haftungsbeschränkt)** ("CashXChain", "we", "us"), a German company registered under HRB 34664 at Amtsgericht Traunstein. CashXChain UG (haftungsbeschränkt) operates the platform under a licence from its holding company, CashXChain Inc.

2. Group structure and transfer of contract

Group structure

CashXChain Inc. (Delaware, USA) is the parent holding company of the CashXChain group of companies (the "CashXChain Group") and holds the Group's intellectual property. CashXChain UG (haftungsbeschränkt) is currently the sole operating entity. As part of ongoing corporate restructuring, CashXChain UG (haftungsbeschränkt) will be converted into a GmbH and will become a wholly owned

subsidiary of CashXChain Inc.; until that reorganisation is completed, CashXChain Inc. holds no equity in CashXChain UG (haftungsbeschränkt). Additional local subsidiaries in other jurisdictions are planned as the platform expands.

Transfer of contract

CashXChain may transfer this contract, in whole or in part, to another company in the CashXChain Group or, in connection with a reorganisation, merger, or transfer of the business or of substantial assets, to a third party. A transfer takes effect only so far as the transferee is able to provide the service. Parts of the service are performed by licensed Partners under their own authorisations, and a Partner may first have to consent to the transferee taking our place or accredit it in its own right; until it does, the part of the service that depends on that Partner does not pass to the transferee. We will inform you in reasonable time before the transfer takes effect. Where the transfer is to an entity outside the CashXChain Group, you may terminate the contract with effect from the date the transfer takes effect. A transfer within the CashXChain Group does not give rise to a termination right. You may not assign or transfer this contract, or any rights or obligations under it, without our prior written consent.

3. Governing law

This contract and all non-contractual obligations arising out of or in connection with it are governed by the substantive law of Switzerland, excluding its conflict-of-law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). This applies to customers worldwide.

Why Swiss law

- **Neutral ground.** Swiss law is the law of neither of our own companies — not of the German operating entity, not of the US holding company. Our customers are international, and the same neutral law applies to all of them on the same terms.
- **A settled commercial code.** The [Swiss Code of Obligations](#) [↗] has been in force since 1912 and is among the laws most often chosen for cross-border commercial contracts. Its content is stable and its case law is published.
- **A specialist court.** The [Commercial Court of the Canton of Zurich](#) [↗] sits with career judges alongside judges drawn from the industry in dispute. It decides as the single cantonal instance, and appeal lies directly to the Swiss Federal Supreme Court.
- **Awards that travel.** An arbitral award made in Zurich is enforceable in the more than 170 states party to the New York Convention of 1958, which Switzerland ratified without reservation.
- **No loss of data protection.** Switzerland is covered by a European Commission adequacy decision. Choosing Swiss law and a Swiss forum does not lower the standard of protection that applies to personal data under the [Privacy Policy](#).

4. Jurisdiction — customers in the EU, EEA or EFTA

For customers established in the European Union, the European Economic Area or an EFTA state, the [Commercial Court of the Canton of Zurich](#) [↗] (Handelsgericht des Kantons Zürich), Switzerland, to the extent it has subject-matter jurisdiction, and otherwise the competent courts of the City of Zurich, have exclusive jurisdiction over any claim brought by the customer.

CashXChain may bring proceedings against the customer, at its election:

- before the [Commercial Court of the Canton of Zurich](#) ⁷, to the extent it has subject-matter jurisdiction, and otherwise before the competent courts of the City of Zurich;
- before any court in the EU or EFTA having jurisdiction under [Regulation \(EU\) No 1215/2012](#) ⁷ (Brussels Ia) or the [Lugano Convention](#) ⁷;
- at the customer's general place of jurisdiction; or
- in arbitration in accordance with the [Swiss Rules of International Arbitration](#) ⁷ of the Swiss Arbitration Centre. The seat of the arbitration is Zurich, Switzerland, and the language of the proceedings is English. The dispute is decided by a sole arbitrator where the amount in dispute does not exceed CHF 1,000,000, and otherwise by three arbitrators. There is no upper limit on the amount in dispute that may be referred to arbitration.

Notice before proceedings. Before bringing a claim against CashXChain, the customer shall notify CashXChain in writing of the intended claim, stating its subject matter and the amount in dispute. The customer may commence proceedings once 30 days have passed since that notice was received. CashXChain may elect arbitration under the fourth bullet above until that period has expired or, where no notice is required, until CashXChain has responded to the claim on the merits. This paragraph does not apply to applications for interim relief or where notice would cause a limitation period to expire.

Language of proceedings. Where the court seised permits proceedings to be conducted in English, the parties agree to request that they be conducted in English.

5. Arbitration — customers outside the EU, EEA and EFTA

For customers established outside the European Union, the European Economic Area and EFTA — including the United Kingdom, the United States and Canada — any claim brought by the customer shall be finally settled by arbitration in accordance with the [Swiss Rules of International Arbitration](#) ⁷ of the Swiss Arbitration Centre. The seat of the arbitration is Zurich, Switzerland, and the language of the proceedings is English. The dispute is decided by a sole arbitrator where the amount in dispute does not exceed CHF 1,000,000, and otherwise by three arbitrators. There is no upper limit on the amount in dispute that may be referred to arbitration.

CashXChain may, at its election, bring proceedings against such a customer in arbitration on the terms set out above, or before the [Commercial Court of the Canton of Zurich](#) ⁷ to the extent it has subject-matter jurisdiction and otherwise the competent courts of the City of Zurich, or before any court in the EU or EFTA having jurisdiction under [Regulation \(EU\) No 1215/2012](#) ⁷ (Brussels Ia) or the [Lugano Convention](#) ⁷, or at the customer's general place of jurisdiction.

Consolidation. Where two or more arbitrations under these terms raise substantially the same questions of law or fact, either party may request their consolidation into a single arbitration, and the Swiss Arbitration Centre shall decide in accordance with the Swiss Rules.

No class or collective proceedings. Claims shall be brought in an individual capacity only, and not as claimant or class member in any purported class, collective, consolidated or representative proceeding, save as provided in the preceding paragraph.

If the difference in treatment between the customer and CashXChain under this clause, or CashXChain's right to elect state court proceedings, is held invalid or unenforceable, this clause applies as if both parties were required to resolve all claims by arbitration on the terms set out above. If the consolidation paragraph or the class and collective proceedings paragraph is held invalid or unenforceable, the remainder of this clause, including the agreement to arbitrate, continues in full force.

6. Matters always available in state court

For customers established in the European Union, the European Economic Area or an EFTA state, either party may apply to any competent state court for interim or protective relief, including injunctive relief. For customers established elsewhere, the customer's sole recourse for interim or protective relief is the emergency arbitrator under the [Swiss Rules of International Arbitration](#) [↗]; CashXChain may in addition apply to any competent state court.

CashXChain may in any event bring before any competent state court, including at the customer's general place of jurisdiction:

- claims for payment of undisputed or finally determined sums, including proceedings under [Regulation \(EC\) No 1896/2006](#) [↗] establishing a European Order for Payment procedure and enforcement under the [Swiss Federal Act on Debt Enforcement and Bankruptcy \(SchKG\)](#) [↗]; and
- claims arising from the infringement of intellectual property rights.

This paragraph is available to CashXChain only and does not extend to claims for declaratory relief.

7. Independence of provisions

Clauses 3 to 9, and each paragraph within them, are separate and independent provisions. If any of them is held invalid or unenforceable in whole or in part, the remaining provisions continue in full force. In particular, the invalidity of CashXChain's right to elect arbitration under clause 4 does not affect the exclusive jurisdiction agreed under that clause, and the invalidity of that exclusive jurisdiction does not affect CashXChain's right to elect arbitration or to bring proceedings before the courts listed in that clause.

8. Business customers only

The platform is provided exclusively to businesses. The customer warrants that it enters into this contract in the course of its trade, business or profession and not as a consumer, and that the person accepting these terms is authorised to bind it. CashXChain verifies commercial status as part of onboarding.

9. What this clause does not affect

This page governs the law applicable to the contract and the forum for disputes. It does not affect, and cannot limit:

- supervisory and financial services law applicable to us or to our licensed partners;
- anti-money-laundering, counter-terrorist-financing and sanctions obligations;
- the [General Data Protection Regulation](#) [↗], including the competence of the [Bayerisches Landesamt für Datenschutzaufsicht](#) [↗] as our lead supervisory authority;
- tax law, insolvency law and company law; and
- rights in intellectual property, which are governed by the law of the country for which protection is sought.

10. Language

The English version of this page, and of every other document in this Legal Center, is the legally authoritative text. This applies without exception. The German versions are provided for convenience only and are not binding. Where the two versions differ, the English version prevails, including in any

proceedings under this page.

11. Effect on other documents

The [Terms of Service](#), the [Data Processing Addendum pursuant to Article 28 GDPR](#), the [API Partner Terms](#) and every other document in this Legal Center are governed by, and subject to the forum and language provisions of, this page. No other document states a different governing law, forum or authoritative language.