Terms and Conditions

XOP Networks, Inc. | Effective Date: May 15, 2026 | Last Updated: May 15, 2026

Please read these Terms and Conditions (the “Terms”) carefully before using the website located at xopnetworks.com (the “Website”), which is operated by XOP Networks, Inc. (“XOP Networks,” “we,” “us,” or “our”). By accessing or using the Website, you agree to be bound by these Terms and our Privacy Policy. If you do not agree with any part of these Terms, you must not access or use the Website.

1. About the Website

The Website is provided by XOP Networks as a public marketing and informational resource to describe our products, services, and company. The Website does not, by itself, provide a service offering or platform for online transactions. Any commercial relationship between you and XOP Networks is governed by a separate written agreement.

2. Eligibility

You must be at least eighteen (18) years of age, or the age of legal majority in your jurisdiction, and have the legal capacity to enter into a binding agreement, to use the Website. By using the Website, you represent and warrant that you meet these requirements.

3. Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, images, graphics, logos, video, audio, design, selection, and arrangement thereof) are owned by XOP Networks, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Website for your personal, non-commercial use, or legitimate business use to evaluate our products and services, only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as generally and ordinarily permitted through the Website according to these Terms.

4. Trademarks

The XOP Networks name, the XOP Networks logo, and all related names, logos, product and service names, designs, and slogans are trademarks of XOP Networks, Inc. or its affiliates. You must not use such marks without the prior written permission of XOP Networks, Inc.. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners.

5. Acceptable Use

You agree to use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation;
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation;
- To impersonate or attempt to impersonate XOP Networks, a XOP Networks employee, another user, or any other person or entity;
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm XOP Networks or users of the Website, or expose them to liability;
- To attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;
- To attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or otherwise to attempt to interfere with the proper working of the Website.

6. User Submissions

If you submit any information, comments, suggestions, ideas, or other materials to us through the Website (collectively, “Submissions”), you grant us a perpetual, irrevocable, royalty-free, worldwide, non-exclusive license to use, reproduce, modify, publish, distribute, and otherwise exploit such Submissions for any lawful business purpose, without compensation or attribution to you. You represent and warrant that you have all rights necessary to make such Submissions and that the Submissions do not violate the rights of any third party.

7. Informational Purposes; No Professional Advice

The content on the Website is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website. Product specifications, features, and availability are subject to change without notice.

8. Disclaimer of Warranties

THE WEBSITE AND ALL CONTENT, INFORMATION, AND MATERIALS MADE AVAILABLE ON OR THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, XOP NETWORKS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

XOP Networks DOES NOT WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED. XOP Networks MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, OR TIMELINESS OF ANY CONTENT AVAILABLE ON OR THROUGH THE WEBSITE.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL XOP NETWORKS, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

10. Indemnification

You agree to defend, indemnify, and hold harmless XOP Networks, Inc., its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website.

11. Third-Party Links and Resources

The Website may contain links to third-party websites or resources that are not owned or controlled by us. We provide these links only as a convenience, and we are not responsible for the content, products, or services available from such third parties. We do not endorse and are not responsible or liable for any third-party websites, resources, or services.

12. Changes to the Website and these Terms

XOP Networks may revise and update the Website and these Terms from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

13. Termination

XOP Networks may terminate or suspend your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. All provisions of these Terms which by their nature should survive termination shall survive, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

14. Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of the State of Texas and the federal laws of the United States, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas located in Dallas County, Texas, and you waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15. Waiver and Severability

No waiver by XOP Networks of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of XOP Networks to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

16. Entire Agreement

These Terms, together with our Privacy Policy and any other legal notices published by us on the Website, constitute the entire agreement between you and XOP Networks, Inc. concerning the Website and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and XOP Networks, Inc. with respect to the Website.

17. Contact Us

Questions or comments about the Website or these Terms may be directed to us at:

XOP Networks, Inc.
17218 Preston Road, Suite 2400, Dallas, Texas 75252, United States
Email: info@xopnetworks.com
Website: https://www.xopnetworks.com

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