

Terms and conditions

ARTICLE 1. DEFINITIONS AND PREMISES

These General Terms and Conditions are entered by and between SWAG OÜ, a VASP incorporated under the Estonian law, with company registration number 14762080 whose registered office is in Tallinn, Tartu mnt 14 - 10117, Estonia (hereinafter referred to as "SWAG") and the Customer for the provision of Virtual Currency Exchange Services and Virtual Currency Wallet Services.

The following terms when used in this Agreement or any Schedule referred to herein shall have the following meanings.

By "**Application**" is meant the computer program made available by SWAG dedicated to mobile devices (smartphones) that the Customer installs and uses on his/her own device;

By "**SWAGGY Application**" is meant the Application that allows access to certain services provided by SWAG according to the terms indicated in the terms of use of the Application itself.

By "**Agreement**" is meant the contract governing the Wallet SWAGGY and other services consisting of (i) the Order Form accepted by SWAG; (ii) the relevant Summary Documents; (iii) these General Terms and Condition; (iv) the Notice on the processing of Personal Data attached hereto sub-Schedule 1.

By "**BTC**" is meant the Virtual Currency of Bitcoin, further described on <http://bitcoin.org>.

By "**Customer**" or "**Holder**" is meant the natural person who, following the conclusion of the Agreement, becomes the holder of the Wallet SWAGGY and the services connected to it.

By "**Device**" is meant the mobile device exclusively available to the Customer which, if equipped with the appropriate technical characteristics, enables the Customer to use the Applications.

By "**Summary Document**" is meant the cover page of the Agreement in which the financial conditions of the Services are summarized.

By "**Order Form**" is meant the Form with which the Customer requests SWAG to provide the services specified hereunder.

By "**Transactions**" is meant (i) sale and purchase transactions of BTC; (ii) sending and receiving BTC; (iii) storage and management of BTC balances; (iv) a BTC exchange service enabling the Customer to obtain a FIAT currency equivalent to BTC.

By "**Complaint**" is meant any act by which a clearly identifiable Customer complains in writing to SWAG about its conduct or omission.

By "**Parties**" is meant the Customer and SWAG jointly.

By "**Virtual Currency Exchange Service**" is meant a service through which the Customer exchanges a Virtual Currency *versus* FIAT Currency and vice versa, subject to payment of a commission.

By "**Virtual Currency Wallet Service**" is meant a service through which SWAG maintains cryptographic keys that can be used to store, archive and transfer Virtual Currencies on behalf of the Customer.

By "EEA" is meant the European Economic Area.

By "Virtual Currency" is meant digital representations of securities, used as a medium of exchange or held for investment purposes.

By "**VASP**" is meant Virtual Asset Service Provider.

By "**WALLET SWAGGY**" is meant the wallet of the Customer for holding BTC.

The aforementioned definitions and premises form an integral part of these General Terms and Conditions and bind SWAG and the Customer.

ARTICLE 2. CUSTOMER VERIFICATION

2.1 Upon signing the Order Form, the Customer must provide SWAG with the identification data requested in compliance with the current legislation on the prevention of money laundering and terrorist financing (hereinafter referred to as "**Anti-Money Laundering Legislation**") and in accordance with the operating procedures adopted by SWAG to ensure compliance with the current regulatory provisions and the security of the Transactions.

2.2 SWAG may use the first deposit made by the Customer on the WALLET SWAGGY for identification purposes in accordance with the Anti-Money Laundering Regulation, if such a deposit is made by transfer from an account with bank details within the EEA or by other means in accordance with the provisions of the Anti-Money Laundering Regulation.

2.3 Whenever the Customer contacts SWAG electronically (Website), SWAG validly identifies the Customer by verifying the Codes referred to in Article 4 below and the personal data.

2.4 The Customer shall promptly notify SWAG of any change of address, including e-mail address, telephone number and any change in the information previously provided.

2.5 The Customer acknowledges that SWAG, through a third-party provider, makes video recordings of conversations with the Customer during onboarding. A copy of these video recordings shall remain available for a period of 10 years at the Customer's request.

The Wallet SWAGGY's account statements constitute valid proof of the Transactions carried out as well as of the instructions given.

ARTICLE 3. METHODS OF PROVIDING SERVICES

3.1 SWAG operates through remote communication techniques, such as its website www.swagyourlife.com (hereinafter referred to as the "**Website**") as well as through other technical means that SWAG shall communicate according to technological evolution, such as, by way of example but not limited to, the SWAGGY Application, the Short Message Service (hereinafter referred to the "**SMS**") as well as the internal messaging service. SWAG also operates through other distribution channels made available to the Customers.

3.2 The Customer may use the SWAGGY Application to perform the provisioning Transactions under the conditions specified in the following paragraphs.

3.3 The Use of the WALLET SWAGGY by access to the reserved area of the Website implies the choice of the Customer to receive any documentation, communication or notification in paperless form, without the application of any additional cost.

3.4 The Transactions that can be carried out are those listed, together with their costs, in the Summary Documents.

3.5 For the execution of all Transactions by means of remote communication techniques, the Customer shall use appropriate security codes, "Customer Code", PIN (Personal Identification Number), OTP (One Time Password), hereinafter collectively "**Codes**".

3.6 The Codes shall allow the Customer to access all Transactions made available by SWAG and requested by the Customer through the distribution channels enabled by SWAG.

3.7 The Customer is responsible for the safekeeping and correct use of the Codes and is liable for their undue use by anyone, even if this is due to loss or theft. SWAG cannot be held liable for the use of the Codes by unauthorized parties until the Customer informs SWAG of the loss or theft of the Codes and requests the blocking of the Transactions. In any case, the Customer may change the PIN independently.

3.8 In order to execute the Transactions and instructions received, SWAG verifies the identity and legitimacy of the Customer, based on the correctness of the Codes and the conformity of the Personal Data of the Customer with those held by SWAG.

3.9 In the event of loss or theft of the Codes as well as of any technical devices made available by SWAG, the Customer shall notify SWAG immediately by e-mail or via the internal messaging service within 48 hours of the theft or loss and by sending a registered letter with acknowledgement of receipt to SWAG at the address indicated in the epigraph of this Agreement, enclosing a copy of the report submitted to the competent public authority.

3.10 For reasons of computer security, the Codes may be replaced by SWAG from time to time, subject to notification of the Customer. If there is a well-founded fear that third parties have become aware of the Codes, the Customer shall, where possible, change the Codes, or alternatively ask SWAG to temporarily suspend the Transactions.

ARTICLE 4. NOTIFICATIONS

4.1 SWAG shall execute all notifications required by the rules governing the individual Transactions in one of the following ways, in compliance with the current regulations:

Publication on its Website;

Sending an e-mail message to the address indicated by the Customer in the Order Form or subsequently.

4.2 The Customer shall send communications:

4.2.1 at support@swaggy.atlassian.net;

4.2.2 at the registered office of SWAG, indicated in the preamble to this Agreement;

4.2.3 via the internal messaging system.

4.3 When submitting notifications to SWAG, the Customer shall bear the consequences of any errors, mistakes or delays in transmission. Written notifications shall be enforceable against SWAG from the date they reach its head office. The Customer is obliged to ensure that notices, orders and documents in general addressed to SWAG are filled in clearly and in a legible manner.

4.4 The Customer can review or obtain the Transactions executed on the SWAGGY Wallet by connecting to the SWAG Website.

4.5 SWAG shall at least once a year, within 30 (thirty) days from the accounting closing date, provide the Customer through its private area of the Website with an analytical communication on the execution of the Transactions ("**Account Statement**") and update the Customer on the conditions applied ("**Update of the Summary Documents**"). SWAG may omit to provide Summary Documents if the economic conditions in force have not changed since the previous communication. Subject to Clause 4.7 below, if the Customer does not

submit a specific written Complaint within 60 (sixty) days from the date of receipt of the Account Statement, it shall be deemed to have been approved by the Customer.

4.6 In the event of clerical or calculation errors, omissions or duplication of items, the Customer may request the correction of such errors or omissions and the crediting with the same value date of the amounts wrongly debited or omitted within the ordinary limitation period from the date of receipt of the Account Statement or other periodic communication. This rectification or crediting are free of charges that may arise in relation to the above. Within the same period of limitation and from the date on which the Account Statement or other periodic communication is sent, SWAG may reclaim the amounts due for the same reasons and for undue credits.

4.7 Provided that the Agreement or the legal provisions in force from time to time do not exclude this, the Customer expressly agrees that communications from SWAG may be made by means of notices published on the SWAG Website or transmitted by means of distance communication techniques (including e-mail and SMS).

4.8 In addition to the above-named channels, if SWAG needs to urgently propagate general information applicable to the Transactions, special pop-ups activated on the SWAG Website and in the authentication pages shall be used.

ARTICLE 5. DURATION OF THE AGREEMENT, RIGHT OF RECONSIDERATION AND TERMINATION

5.1 Unless otherwise agreed, the Agreement entered into between SWAG and the Customer is of indefinite duration.

5.2 If the Agreement is entered into by remote means, the Customer may terminate the Agreement without penalty and without having to state a reason within 14 (fourteen) days (right of reconsideration) of the conclusion of the Agreement by registered letter with acknowledgement of receipt to be sent to the registered office of SWAG.

5.3 The Customer shall terminate the Agreement at any time, without penalty and without any charges, by notifying SWAG in writing by email. SWAG may terminate the Agreement at any time with a notice period of at least 1 (one) month and without any fees for the Customer, by notifying the Customer in writing by e-mail.

5.4 If SWAG terminates the Agreement, it is not obliged to perform the Transactions received from the Customer after the termination has been formalized.

5.5 In the event that the Customer terminates the Agreement, SWAG shall not be obliged to execute the Transactions from the date of receipt of the termination notice.

5.6 Notwithstanding the provisions of article 5.5, in case of the Agreement's termination, the Customer may in writing, in order to properly regulate the effects of the termination on the Transactions entered into, give SWAG a period of notice or indicate to SWAG the Transactions it intends to execute provided they were entered into prior to the effective date of the termination.

5.7 However, SWAG may terminate the Agreement without notice for a justified reason.

5.8 The termination of the Agreement shall automatically result in the termination of all Transactions.

5.9 The closing of the SWAGGY Wallet may be subject to the prior settlement of all fees related to expenses and charges to be borne by the Customer, as referred to in the Summary Document.

5.10 SWAG may suspend a request for a Transaction in the event of (i) insufficient balance on the SWAGGY Wallet; (ii) refusal to pay fees due to insufficient funds; (iii) insufficient funds on the debit card or any other valid payment method linked to the Customer's SWAGGY Wallet.

ARTICLE 6. UNILATERAL MODIFICATION OF THE GENERAL TERMS AND CONDITIONS

6.1 SWAG reserves the right to unilaterally change the terms and conditions, including the economic conditions, even to the disadvantage of the Customer, if there is a justified reason.

6.2 The unilateral amendment referred to in Article 6.1 above shall be notified to the Customer by means of an e-mail communication concerning the proposed unilateral amendment to the Agreement.

6.3 The proposed change shall be deemed to have been approved, unless the Customer terminates the Agreement within the date on which the change would otherwise come into effect. In this case, the Customer shall be entitled to the application of the prevailing contractual conditions when settling the relationship. Contractual changes for which the provisions of this article have not been observed shall be ineffective if they are unfavorable to the Customer.

6.4 SWAG shall also publish notices on the Website concerning the variations referred to in the preceding paragraphs.

6.5 The ownership of the SWAGGY Wallet shall not be subject to any changes.

ARTICLE 7. EXECUTION OF THE TRANSACTIONS

7.1 SWAG shall execute the Transactions indicated by the Customer within the limits and according to the provisions contained in the Agreement; however, if there is a justified reason, SWAG may refuse to assume the task of executing the Transactions, giving timely notice to the Customer also by means of remote communication techniques.

7.2 If the Customer does not give special instructions, SWAG shall determine the manner of execution of the Transactions with diligence appropriate to its professional status and in any case taking into account the interests of the Customer and the nature of the Transactions.

7.3 The Customer may revoke the assignment given to SWAG, as long as the mandate itself has not had a principle of execution, compatibly with the manner of execution.

ARTICLE 8. QUERIES

8.1 In response to queries SWAG shall provide information regarding the Transactions accounted for by SWAG itself up to the time the query is made. The Transactions accounted for on the day of the query may be subject to change.

8.2 Information obtained on public holidays shall be deemed to refer to the previous business day.

8.3 Requests for dispositive Transactions or instructions to revoke Transactions executed on a weekday shall be deemed to have been executed on the first working day immediately following.

ARTICLE 9. COMPLAINTS AND DISPUTE SETTLEMENT

9.1 The Customer may submit a Complaint to SWAG by post to the address indicated above or by e-mail (to the e-mail address support@swaggy.atlassian.net) indicating the Customer's name, e-mail address, SWAGGY Wallet number, the Transaction that is the subject of the Complaint as well as the cause of the Complaint.

SWAG shall respond to the Customer's Complaint within 15 (fifteen) days from the date of receipt of the Complaint.

9.2 The Customer may also contact SWAG via the internal messaging service for the management of problems related to the Transactions. Requests for technical assistance may be sent 24 hours a day via the ticket option from each Customer's private area. Such requests, if received outside business hours or on holidays, shall be processed from the first following business day.

9.3 If the Complaint received is deemed to be well-founded by SWAG, SWAG shall notify the Customer within the aforementioned timeframe, specifying the timeframe within which it will resolve the reported critical issue. If SWAG considers the Complaint to be unfounded, it shall state the reasons for this.

9.4 If the Customer does not receive a reply or is not satisfied with the answer received from SWAG within the above-mentioned time limits, prior to taking legal action before the court, he/she must submit his/her complaint to the Consumer Disputes Committee (see <https://www.eesti.ee/en/consumer-protection/consumer/filing-a-complaint/> or in writing to Endla 10a, 10142 Tallinn).

9.5 For the out-of-court settlement of disputes arising from the conclusion of Agreement concerning services through the website or other electronic means, the Customer may access the Online Dispute Resolution platform (hereinafter "**ODR Platform**") developed and managed by the European Commission in accordance with Directive 2013/11/EU and EU Regulation 524/2013.

ARTICLE 10. EXCLUSION OF LIABILITY

10.1 In its dealings with the Customer, SWAG shall observe the criteria of professional diligence inherent in the VASP activity carried out.

10.2 Services and Transactions (including the execution of instructions given by the Customer) may be suspended and interrupted without SWAG being liable for any damage caused to the Customer, if the suspension or interruption is the result of causes beyond its control including, *inter alia*, for example, those due to difficulties and impossibilities of communication, interruptions in the supply of electrical energy, strikes, including those of SWAG personnel, or the actions of third parties, and in general, any impediment or obstacle that cannot be overcome with the diligence inherent in the activity performed by SWAG.

10.3 The Customer acknowledges, declares and warrants to have made an independent decision on the holding of BTC based on the information available, having duly read the section <https://www.swagyourlife.com/comunicati-autorita-di-vigilanza-riferimenti-normativi/>.

10.4 SWAG shall not be liable for any breach of the Agreement, including any delay, failure to perform or interruption of all or part of the services, where arising directly or indirectly from force majeure. Access to the services may be unavailable at certain times, resulting in the inability to buy or sell digital currency and may also result in delays in order response times. SWAG does not guarantee that any order will be executed, accepted, registered or processed. SWAG shall not be liable for any losses arising from or resulting from delays in Transactions.

10.5 SWAG is not liable for any damages or interruptions caused by computer viruses or other malicious codes, phishing, spoofing or other attacks. In this connection, the Customer declares do not have any claims against SWAG and/or companies commissioned by SWAG for any direct or indirect damage of any kind that they may suffer as a result of the events referred to in this article.

10.6 In no event shall SWAG, its affiliates or service providers, or any of its officers, directors, employees or representatives, be liable for any loss or damage arising out of this Agreement and specifically: (i) any actual or hypothetical, direct or indirect loss of profits or loss of revenue or expected earnings; (ii) any loss or damage to reputation or goodwill, loss of business or opportunity, customers or contracts; any loss pertaining to overhead, management or personnel; or any other loss of actual or expected revenue or savings, direct or indirect; (iii) loss of use of hardware, software or data and/or corruption of such data, including but not limited to loss or damage arising from any inaccuracy, defect or omission in Virtual Currency pricing data, any error or delay in the transmission or interruption of such data; (iv) any loss or damage which does not arise directly from breach of this Agreement.

10.7 The Customer agrees to indemnify and hold SWAG harmless in respect of any costs (including legal fees and any fines, penalties or sanctions imposed by any regulatory authority) reasonably incurred in relation to Complaints and/or claims related to the breach of this Agreement (or the breach of any law, rule or regulation or the rights of any third party).

10.8 The total aggregate liability of SWAG to the Customer for any single Complaint or series of related Claims for losses, costs, liabilities or expenses that may arise from any breach by SWAG of this Agreement shall be limited to a maximum aggregate value of the Virtual Currency on deposit in the Customer's SWAGGY Wallet at the time of the relevant Complaint. If the Complaint relates to a specific Transaction, this amount will be further limited to the disputed amount of purchase/sale of BTC.

ARTICLE 11. CONFIDENTIALITY OBLIGATIONS

11.1 SWAG shall take appropriate precautions to ensure the confidentiality of information pertaining to the Customer processed in the context of the Transactions.

11.2 SWAG processes and treats the personal data of the Customers in accordance with the Privacy Policy which the Customer declares to have read, understood and accepted.

ARTICLE 12. APPLICABLE LAW - PLACE OF JURISDICTION

12.1 This Agreement shall be governed exclusively by Estonian law. For any matter not expressly provided for herein, the rules of the General Part of the Civil Code Act and Law of Obligations Act of the Republic of Estonia shall apply.

12.2 For any dispute that may arise between the Parties concerning the interpretation, validity and execution of the Agreement and that cannot be settled directly between the Parties the Court of Harju County shall have exclusive jurisdiction.

ARTICLE 13. CONCLUSION OF THE AGREEMENT

13.1 This Agreement is finalized when the Customer becomes aware of SWAG's acceptance.

13.2 SWAG's acceptance is subject to the prior:

- a. Receipt of the Order Form by the Customer;
- b. Enhanced due diligence of the Customer in accordance with the applicable Anti-Money Laundering Regulations;

13.3 The activation of the SWAGGY Wallet will take place with the first payment made by the Customer.

ARTICLE 14. OPERATIONAL LIMITS

14.1 The Customer, when executing Transactions, must take into account the limits assigned by SWAG, related to the volume, expressed in EUR or other legal tender currency or BTC, that can be transferred in a given period.

14.2 The limits of the Transactions may vary depending on the payment method, verification steps completed and other factors. SWAG may change the applicable limits at its sole discretion.

14.3 If the Customer requests to increase the Transaction limits, SWAG is entitled to request additional information from the Customer

ARTICLE 15. TERMINATION OF THE AGREEMENT

15.1 SWAG may terminate the Agreement if the Customer:

15.1.1 fails to comply with the technical operational limitations imposed by SWAG in relation to the Transactions;

15.1.2 fails to pay SWAG the fees and expenses due in relation to the Transactions and Virtual Currency Exchange Services and Virtual Currency Wallet Services;

15.1.3 has provided untrue information to SWAG;

15.1.4 where SWAG has reasonable grounds to believe that the Transactions have been executed for unlawful purposes or in a fraudulent or unauthorized manner;

15.1.5 in case of an order of the Judicial Authority and other institutional control bodies or to comply with legislative and regulatory measures;

15.1.6 when SWAG reasonably suspects that the Customer is acting in breach of this Agreement;

15.1.7 in the event of attempted unauthorized access to the Wallets of other Customers;

15.1.8 in the event that the Customer incorrectly completes the registration form and fails to update personal data;

15.1.9 in case of suspicion of money laundering, financing of terrorism, fraud or any other financial crime;

15.1.10 in the event that the Client takes any action that may circumvent the controls;

15.1.11 in the case of WALLET SWAGGY dormancy, if it is found to be inactive for a period exceeding 24 months;

15.1.12 in the event of protest, bankruptcy or insolvency of the Customer.

15.1.13 in the event of abuse or falsification of the access credentials. in caso di abusi e falsificazioni delle credenziali di accesso.

15.2 Termination shall take effect from the time SWAG informs the Customer by e-mail that it intends to avail itself of the aforementioned right.

15.3 In the event of termination of the Agreement, SWAG may suspend the execution of the Transactions, proceed with the early liquidation of ongoing Transactions and take all appropriate measures for the purpose of fulfilling the obligations arising from Transactions entered into on behalf of the Customer, without prejudice to any other remedy or compensation for any damages.

ARTICLE 16. WARRANTIES

16.1 The Customer acknowledges to understand the nature, uses and risks of BTC. In particular, the Customer agrees that: (i) the value of BTC, due to its decentralized nature and lack of a certain regulatory framework, is not insured by any legal entity but only by the market; (ii) any amount of mined BTC may lose all or part of its value at any time; (iii) BTC Transactions are irreversible: if BTCs are sent to the wrong person or address, it may not be possible to cancel the Transaction; (iv) if Customer loses or forgets the PIN or password of its SWAGGY WALLET, the BTCs held in it may be permanently lost.

16.2 The Customer declares and guarantees that they are the sole and legitimate owner of the BTC deposited on the SWAGGY WALLET.

16.3 The Customer acknowledges that BTC is an alternative Virtual Currency, which is suitable to settle monetary debts only by express agreement with the party accepting BTC as method of payment. Consequently, the Customer declares that it will not have any claims against SWAG in the event of disputes with third parties who contest the non-fulfilment of financial obligations incurred by the Customer and/or its assignees. The Customer also declares to indemnify SWAG against any claims from third parties due to non-fulfilment of the financial obligations entered into.

16.4 The Customer acknowledges that the price development of the BTC is variable and declares that it has no claim against SWAG for any losses or any other losses incurred due to the price development of the BTC.

16.5 The Customer agrees to indemnify and hold SWAG harmless from any liability and/or claims of third parties arising from the illegal or otherwise improper use of BTC by the Customer and/or its assignees.

16.6 The Customer is responsible for the payment to the relevant tax authorities of all taxes that apply to the Transactions.

ARTICLE 17. CUSTOMER SERVICE

17.1 SWAG shall make an identification service available to the Customer through specialised third party companies.

ARTICLE 18. FINAL PROVISIONS

18.1 This Agreement cancels and supersedes any previous agreement between SWAG and the Customer on the same subject matter and constitutes the final and complete manifestation of the agreements concluded between the Parties on that subject matter. No amendment, addendum or clause added to the Agreement shall be valid and effective between the Parties unless specifically and expressly approved in writing by both Parties.

18.2 The Customer may not assign its rights, interests and/or obligations under this Agreement to a third party. SWAG may, in the event of a merger, acquisition or corporate reorganization, assign its rights and obligations

under this Agreement to a third party provided that such transfer or assignment does not materially affect the performance of the Transactions.

18.3 If any provision of this Agreement is found by a court of law to be invalid or unenforceable, this shall not affect the validity of the remaining provisions.

18.4 Under no circumstances shall any failure to perform and/or conduct by the Customer to comply with the Agreement be deemed to constitute a waiver thereof or tacit acceptance thereof, even if not contested by SWAG. Any failure by SWAG to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

18.5 Nothing in this Agreement shall imply an agency, mandate or employment relationship or give rise to any form of partnership, joint venture, joint interest or otherwise associated enterprise between the Parties or any contract for works or services.

18.6 The English version of these General Terms and Conditions shall be legally binding between the Parties and shall prevail over any other translation.