



**Swag**  
Enrich  
your life

# Terms and Conditions

## Swaggyapp

**v.11.23**

**SWAG**

**SWAG OÜ**  
swagyourlife.com

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Reg. n° 14762080  
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## **SECTION 1 - GENERAL RULES APPLICABLE TO VIRTUAL CURRENCY EXCHANGE SERVICES AND VIRTUAL CURRENCY WALLET SERVICES**

### **ARTICLE 1. DEFINITIONS AND RECITALS**

These General Terms and Conditions govern the contractual relationship between SWAG OÜ based in Tallinn Tartu mnt 14 - 10117, Tallinn Estonia - registered in the business register under number 14762080 (hereinafter "SWAG") and the Customer for the supply of Virtual Currency exchange services as well as Virtual Currency Wallet Services.

The following terms, when used in this Contract or in any annex referred to herein, shall have the following meanings.

**"SWAGGYAPP"** means the Application that the Customer installs or uses on his mobile device in order to access some Services provided by SWAG according to the terms indicated in the conditions of use of the application itself. **"Customer"** or **"Owner"** means the natural person who, following the conclusion of the Contract, becomes the owner of the SWAGGY Wallet and the services connected to it.

**"Contract"** means the contract that regulates the SWAGGY Wallet, and the other services made up of: (i) these General Terms and Conditions; (ii) the related summary documents; (iii) the information on the processing of personal data as of annex sub 1) to these General Terms and Conditions.

**"Summary Document"** means the title page of the Contract which indicates the economic conditions of services.

**"Digital Identity"** means the tool that allows the Customer to authenticate in a strong way to access a digital service.

**"Transactions"** means (i) transactions for the sale and purchase of Virtual Currency; (ii) sending and receiving Virtual Currency; (iii) storage and management of Virtual Currency balances; (iv) a Virtual Currency exchange service that allows the Customer to obtain a FIAT currency equivalent to the Virtual Currency.

**"Complaint"** means any act by which a clearly identifiable Customer contests SWAG in writing its conduct or omission.

**"Parties"** means, jointly, the Customer and SWAG.

**"Virtual Currency Exchange Service"** means a service through which the Customer exchanges a Virtual Currency versus FIAT Currency and vice versa, upon payment of a commission.

**"Virtual Currency Wallet Service"** means a service through which SWAG stores the cryptographic keys that can be used to preserve, store and transfer Virtual Currencies on behalf of the Customer.

**"EEA"** means the European Economic Area.

**"Virtual Currency"** means, by way of example but not limited to, BTC, ETH, LTC, BCH, DASH, ZEC and all the Virtual Currencies in relation to which SWAG offers exchange services and custodial services.

**"VASP"** means Virtual Asset Service Provider.

**“SWAGGY WALLET”** means the Customer’s wallet for holding Virtual Currencies.

The definitions and recitals above form an integral part of these General Terms and Conditions and are binding on SWAG and on the Customer.

## **ARTICLE 2. CUSTOMER VERIFICATION**

- 2.1 At the time of authentication, the Customer must provide SWAG with the identification data requested in compliance with the applicable and current legislation also on the matter of preventing the money laundering and terrorist financing (hereinafter **“Anti-Money Laundering Legislation”**) and according to the operating procedures adopted by SWAG to ensure compliance with current regulatory provisions and the security of Transactions.
- 2.2 SWAG may use the first payment made by the Customer on the SWAGGY Wallet for identification pursuant to the Anti-Money Laundering Legislation if such payment is made by bank transfer from an account with bank details within the EEA or with other methods compliant with the provisions of the Anti-Money Laundering Legislation.
- 2.3 When the Customer contacts SWAG electronically (Website), SWAG validly identifies him / her by checking the Codes referred to in article 3 below and the personal data.
- 2.4 The Customer must promptly notify SWAG of any change of address, including e-mail, telephone number and any change in the information previously provided.
- 2.5 The Customer acknowledges that SWAG, itself or through a third-party supplier, during the onboarding phase and on the ongoing basis during the business relationship, carries out the video recording of the conversations and verification activities with the Customer. A copy of the aforementioned video recordings remains available, upon request by the Customer, for a period of 5 years upon the termination of business relationship.
- 2.6 The account statements of the SWAGGY Wallet constitute valid proof of the transactions performed as well as of the instructions given.

## **ARTICLE 3. METHOD OF CARRYING OUT THE SERVICES**

- 3.1 SWAG operates through remote communication techniques, such as its website [www.swagyourlife.com](http://www.swagyourlife.com) (hereinafter, the **“Website”**) as well as through other techniques that SWAG will communicate based on technological evolution, such as, by way of example and not limited to, SWAGGYAPP, the Short Message Service (hereinafter, **“SMS”**) as well as the internal messaging service. SWAG also operates through other distribution channels made available to Customers.
- 3.2 The Customer can use SWAGGYAPP to carry out the disposal Transactions under the conditions specified in the following paragraphs.
- 3.3 The use of the SWAGGY Wallet by accessing the reserved area of the Website implies the Customer’s choice to receive any documentation, communication, or notification in non-paper form, without the application of any additional cost.

- 3.4 The Transactions that can be carried out are those listed, together with the related costs, in the Summary Documents.
- 3.5 For the execution of all Transactions via remote communication techniques, the Customer must use appropriate security codes, "Customer Code", PIN (Personal Identification Number), OTP (One Time Password), hereinafter collectively "**Codes**".
- 3.6 The Codes will allow the Customer to access all the 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 custody and the correct use of the Codes and is liable for their undue use, by anyone, even if as a result of loss or theft. SWAG cannot be held responsible for the use of the Codes by unauthorized parties until the Customer notifies it of their loss or theft and requests the blocking of the Transactions. In any case, the Customer can independently change the PIN.
- 3.8 To carry out 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 Customer's personal data 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 must immediately notify them, by e-mail or through the internal messaging service, within 48 hours of the theft and loss, also sending a registered letter with acknowledgment of receipt addressed to SWAG to the address indicated in the epigraph of this Contract, attaching a copy of the complaint presented to the competent public authority.
- 3.10 For IT security reasons, the Codes may be periodically replaced by SWAG, upon notice to the Customer. In the event of a well-founded fear that third parties have become aware of the Codes, the Customer must, where possible, modify the Codes, or alternatively, ask SWAG for the temporary suspension of the Transactions.

#### **ARTICLE 4. COMMUNICATIONS**

- 4.1 SWAG carries out all the communications required by the rules governing the individual Transactions, according to one of the following methods, in compliance with the provisions in force:
- 4.1.1 Publication on its Website;
- 4.1.2 Sending an e-mail message to the address indicated by the Customer at the authentication moment or later.
- 4.2 The Customer must send the communications:
- 4.2.1 to the address [support@swagyourlife.com](mailto:support@swagyourlife.com),
- 4.2.2 at the registered office of SWAG, indicated in the recitals of this Contract.
- 4.2.3 via the internal messaging system.
- 4.3 When the Customer sends communications to SWAG, he / she takes charge of any consequence deriving from errors, mistakes or delays in transmission. Written communications are opposable to

SWAG starting from the date on which they arrive at the headquarters of the same. The Customer undertakes to ensure that communications, orders as well as documents in general addressed to SWAG are filled in a clear and legible manner.

- 4.4 The Customer can consult or acquire the Transactions performed on the SWAGGY Wallet by connecting to the SWAG website.
- 4.5 SWAG at least once a year, within 30 days from the closing date of the accounts, provides the Customer through its private area of the Website with an analytical communication on the execution of the Transactions ("**Reporting**") and updates the Customer on the conditions applied ("**Updating of the Summary Documents**"). SWAG can omit to provide Summary Documents if the economic conditions in force have not changed from the previous communication. Except as provided for in article 4.7 below, if the Customer does not send a specific written Complaint within 60 (sixty) days from the date of receipt of the Reporting, the same will be deemed approved by the Customer.
- 4.6 In the event of entry or calculation errors, omissions or duplication of items, the Customer may request the rectification of such errors or omissions and the crediting with the same value of the amounts erroneously debited or omitted within the ordinary time limit from the date of receipt of the Report or other periodic communication. Such rectification or credit is performed without charge to the Customer. Within the same time limits and from the date the Report or other periodic communication is sent, SWAG can repeat the amount due for the same reasons and for undue credits.
- 4.7 Unless excluded by the Contract or by the regulatory provisions in force from time to time, the Customer expressly allows that communications from SWAG may be made through information published on the SWAG website or transmitted via remote communication techniques (including e-mail and SMS).
- 4.8 In addition to the channels indicated above, if SWAG needs to urgently spread information of a general nature applicable to the Transactions, special pop-ups activated on the SWAG Website and on the authentication pages will be used.

## **ARTICLE 5. CONTRACT DURATION, RIGHT TO RECONSIDER AND RIGHT OF WITHDRAWAL**

- 5.1 Unless otherwise established, the Contract concluded between SWAG and the Customer is open-ended.
- 5.2 In the event that the conclusion of the Contract takes place remotely, the Customer can withdraw from the Contract without penalties and without having to indicate the reason within 14 (fourteen) days (right of reconsideration) from the conclusion of the Contract by registered letter with acknowledgment of receipt to be sent to the SWAG registered office.
- 5.3 The Customer may withdraw from the Contract at any time, without penalty and without

withdrawing costs, by notifying SWAG in writing via an e-mail message. SWAG may withdraw from the Contract at any time with at least 1 (one) months' notice and without any charge for the Customer, by notifying the Customer in writing via an e-mail message.

- 5.4 If SWAG withdraws from the Contract, it is not required to carry out the Transactions received from the Customer after the formalization of the withdrawal.
- 5.5 If the Customer withdraws from the Contract, SWAG is not required to carry out the Transactions starting from the receipt of the withdrawal notice.
- 5.6 Notwithstanding the provisions of article 5.5, the Customer may, when the same withdraws from the Contract, in order to regulate the effects of the withdrawal on the Transactions provided according to his / her needs, communicate in writing to SWAG a notice period or indicate to the same the Transactions he / she intends to be carried out provided that they are given prior to the effective date of the withdrawal.
- 5.7 SWAG may in any case withdraw from the Contract without notice if there is a justified reason.
- 5.8 Withdrawal from the Contract automatically entails the closure of all Transactions.
- 5.9 The closure of the SWAGGY Wallet may be subject to the prior settlement of all rights relating to expenses and charges to be borne by the Customer, 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) when payment of commissions is refused due to insufficient funds; (iii) insufficient funds on the debit card or any other valid payment method connected to the Customer's SWAGGY Wallet.

## **ARTICLE 6. UNILATERAL MODIFICATION OF THE GENERAL CONDITIONS OF THE CONTRACT**

- 6.1 SWAG reserves the right to unilaterally modify, even unfavourably for the Customer, the conditions set out in the Contract, including the economic conditions if there is a justified reason.
- 6.2 The unilateral modification referred to in the previous article 6.1 must be made known to the Customer by means of an e-mail communication concerning the proposal for a unilateral modification of the Contract.
- 6.3 The modification proposed by SWAG to the Customer will be deemed approved if the Customer does not withdraw from the Contract by the date set for the application of the modification itself. In this case, during the liquidation of the relationship, the Customer will be entitled to the application of the previous contractual conditions. Contractual variations for which the provisions of this article have not been observed are ineffective if unfavourable for the Customer.
- 6.4 SWAG will also publish notices concerning the modifications referred to in the previous paragraphs on the Website.
- 6.5 The header of the SWAGGY Wallet cannot be changed.

## **ARTICLE 7. EXECUTION OF TRANSACTIONS**

- 7.1 SWAG must carry out the Transactions indicated by the Customer within the limits and according to the provisions contained in the Contract; however, if there is a justified reason, it may refuse to take on the task of carrying out the Transactions, promptly notifying the Customer also through remote communication techniques.
- 7.2 If the Customer does not provide particular instructions, SWAG determines the procedures for executing the Transactions with diligence appropriate to its professional condition and in any case taking into account the interests of the Customer and the nature of the Transactions themselves.
- 7.3 The Customer can revoke the assignment granted to SWAG, until the assignment itself has had a principle of execution, compatibly with the methods of execution itself.

## **ARTICLE 8. QUERIES**

- 8.1 In response to queries, SWAG provides information relating to the Transactions accounted for by SWAG itself until the moment the request is made. Transactions accounted for on the day of the request may be subject to changes.
- 8.2 The information obtained on public holidays refers to the first following business day.
- 8.3 The request for dispositive Transactions or the instructions to revoke Transactions executed on a business day are understood to be executed on the first immediately following business day.

## **ARTICLE 9. COMPLAINTS AND DISPUTE RESOLUTION**

- 9.1 The Customer can submit a Complaint to SWAG by ordinary mail to the address indicated in the epigraph or by electronic mail (to the email address: support@swagyourlife.com), indicating his / her name, email address, number of the SWAGGY Wallet, the Transaction subject to the Complaint as well as the cause of the Complaint.
- 9.2 SWAG will reply to the Customer's Complaint within 15 business days from the date of receipt of the same.
- 9.3 The Customer may also contact SWAG via the internal messaging service for the management of problems relating to the Transactions. Requests for technical assistance can be sent 24 hours a day via ticket from each customer's reserved area. These requests, if received outside working hours or on public holidays, are processed starting from the first following business day.
- 9.4 If the Complaint received is deemed founded by SWAG, the latter will notify the Customer within the times indicated above, specifying the times within which it will resolve the reported criticality. In the event that SWAG deems the Complaint unfounded, it must indicate the reasons.
- 9.5 In the absence of a response from SWAG in the terms indicated above or if the Customer is not satisfied with the response received from SWAG, before contacting the Judicial Authority, he / she must forward his complaint to the Consumer Disputes Committee (referred to on the web <https://www.eesti.ee/en/consumer-protection/settlement-of-disputes/filing-a-claim-with-the-trader> or

in writing to the following address Endla 10a, 10142 Tallinn, Estonia or by e-mail to info@ttja.ee).

9.6 For the out-of-court settlement of disputes deriving from the stipulation of contracts concerning services through the website or other electronic means, the Customer has the right to access the Online Dispute Resolution platform (hereinafter “**ODR Platform**”) developed and managed by the European Commission in compliance with Directive 2013/11/EU and EU Regulation 524/2013.

### **ARTICLE 10. CAUSES FOR THE EXCLUSION OF LIABILITY**

10.1 In the relationship with the Customer, SWAG observes professional diligence criteria inherent in the VASP activity carried out.

10.2 The services and Transactions (including the execution of the instructions given by the Customer) can be suspended and interrupted without SWAG being able to be held responsible for the damages caused to the Customer, if the suspension or interruption is a consequence of causes not attributable to SWAG, including, *inter alia*, by way of example, those due to difficulties and impossibility of communication, interruptions in the supply of electricity, strikes also by SWAG personnel, or to acts of third parties and in general to any impediment and obstacle that cannot be overcome with the diligence inherent in the activity carried out by SWAG.

10.3 SWAG shall not be responsible for any violation of the Contract, including delays, non-fulfillments in the execution or total or partial interruption of the services, should they directly or indirectly derive from *force majeure*. Access to the Services may be unavailable at certain times, making it impossible to buy or sell digital currency, and this 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 resulting from delays in the Transactions.

10.4 SWAG is not responsible for any damage or interruption caused by computer viruses or other harmful codes, phishing, spoofing or other attacks. In this regard, the Customer declares that he has nothing to claim from SWAG and / or from companies appointed by SWAG for any direct or indirect damages of any kind suffered due to the events referred to in this article.

10.5 Under no circumstances shall SWAG, its affiliates or service providers, or its officers, directors, employees or representatives, be liable for any loss or damage deriving from this Contract and in particular: (i) any loss of profits or loss of revenue or of expected earnings, actual or hypothetical, direct or indirect; (ii) any loss or damage to reputation or goodwill, loss of business or opportunity, customers or contracts; any loss to general expenses, management or personnel; or any other loss of revenue or of actual or expected savings, direct or indirect; (iii) loss of use of any hardware, software or data and / or corruption of such data, including but not limited to loss or damage resulting from inaccuracies, defects or omissions in Virtual Currencies price data, from any errors or delays in the transmission or in the interruption of such data; (iv) any loss or damage not directly resulting from



the breach of this Contract.

10.6 The Customer agrees to indemnify and compensate SWAG in relation to any costs (including legal fees and any fines, sanctions or penalties imposed by any supervisory authority) that have been reasonably incurred in relation to Complaints and / or requests for compensation related to the breach of this Contract (or in relation to the violation of any law, rule or regulation or the rights of any third party).

10.7 SWAG's total aggregate liability towards the Customer for any single Complaint or series of connected Complaints for losses, costs, liabilities or expenses that could arise from any violation by SWAG of this Contract will be limited to a maximum aggregate value of the Virtual Currency in deposit in the Customer's SWAGGY Wallet at the time of the relative Complaint. If the Claim relates to a specific Transaction, this amount will be further limited to the amount of purchase / sale of Virtual Currencies under dispute.

### **ARTICLE 11. CONFIDENTIALITY DUTIES**

11.1 SWAG adopts the appropriate precautions to guarantee the confidentiality of the information pertaining to the Customer treated in the context of the Transactions.

11.2 SWAG processes User's personal data in accordance with the Privacy Policy which the Customer declares to have read, understood and accepted.

### **ARTICLE 12. APPLICABLE LAW - JURISDICTION**

12.1 This Contract is exclusively governed by Estonian law. Although not expressly provided for by the same, the application of the rules referred to in the general part of the Estonian Civil Code as well as the Estonian Law on Obligations is referred to.

12.2 For any dispute that may arise between the Parties regarding the interpretation, validity, and execution of the Contract and that cannot be settled directly between the Parties themselves in an amicable way, the court of exclusive jurisdiction to decide shall be the Harju County Court.

### **ARTICLE 13. CONCLUSION OF THE CONTRACT**

13.1 The Contract is concluded when the Customer is aware of SWAG's acceptance.

13.2 SWAG's acceptance is subject to the prior due diligence of the Customer in accordance with the applicable and current Anti-Money Laundering Legislation.

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

### **ARTICLE 14. OPERATING LIMITS**

13.1 In executing the Transactions, the Customer must take into account the limits assigned by SWAG, connected to the volume, expressed in EUR or other legal tender currency or Virtual Currency, which can be transferred in a given period. Transaction limits may vary based on the payment method,

completed verification steps and other factors. SWAG may modify the applicable limits at its sole discretion. When the Customer requests to increase the limits of the Transactions, SWAG is entitled to ask the Customer for further information.

## **ARTICLE 15. TERMINATION OF THE CONTRACT**

SWAG may terminate the Contract if the Customer:

- 15.1.1 does not comply with the technical-operational limitations imposed by SWAG in relation to the Transactions;
  - 15.1.2 does not pay SWAG the commissions and expenses due in relation to the Virtual Currency Exchange Transactions and Services and to the Virtual Currency Wallet Services;
  - 15.1.3 has provided SWAG with false information;
  - 15.1.4 when SWAG has reasonable grounds to believe that the Transactions have been carried out for illegal purposes or in a fraudulent or unauthorized manner;
  - 15.1.5 in the event of a provision or request from the Judicial Authority and other institutional bodies of control or for compliance with legislative and regulatory provisions;
  - 15.1.6 when SWAG reasonably suspects that the Customer is acting in violation of this Contract;
  - 15.1.7 in case of attempted unauthorized access to the wallets of other Customers;
  - 15.1.8 in case of incorrect compilation of the registration form and failure to update personal data by the Customer;
  - 15.1.9 in the event of suspect of money laundering, terrorist financing, fraud or any other financial crime;
  - 15.1.10 in the event that the Customer takes any action which may circumvent the controls;
  - 15.1.11 in the case of dormant SWAGGY WALLET, if the inactivity of the same is found for a period over 24 months;
  - 15.1.12 in case of intervened protest, bankruptcy, or subjection to insolvency proceedings of the Customer.
  - 15.1.13 in case of abuse and forgery of login credentials.
- 15.2 The termination takes effect from the moment in which SWAG communicates to the Customer, by e-mail, that it intends to make use of the aforementioned option.
- 15.3 In the event of termination of the Contract, SWAG may suspend the execution of the Transactions, proceeding with the early liquidation of the Transactions in progress, and adopt all appropriate measures for the purpose of fulfilling the obligations deriving from Transactions carried out on behalf of the Customer, without prejudice to any other remedy or compensation for any damages.

## **ARTICLE 16. WARRANTIES**

- 16.1 The Customer declares that he / she understands the nature, uses and related risks of Virtual Currencies. In particular, the Customer accepts that: (i) the value of the Virtual Currencies, given their decentralized nature and the lack of a certain regulatory framework, is not ensured by any legal entity but only by the market; (ii) any amount of Virtual Currency that is mined may lose all or part of its value at any time; (iii) Virtual Currency Transactions are irreversible: if Virtual Currencies are sent

to the wrong person or address, it may not be possible to cancel the Transaction; (iv) if the Customer loses or forgets the PIN or password of his / her SWAGGY WALLET, the Virtual Currencies stored therein could be permanently lost.

16.2 The Customer represents and warrants that he is the only and legitimate owner of the Virtual Currencies deposited on the SWAGGY WALLET.

16.3 The Customer acknowledges that Virtual Currencies are only suitable for paying off pecuniary debts upon express agreement with the party accepting the Virtual Currency in payment. Consequently, the Customer declares that he / she will have nothing to claim from SWAG in the event of any disputes arising with third parties contesting the failure to fulfil pecuniary obligations contracted by the Customer and / or his / her assignees. The Customer also declares to hold SWAG harmless from any claim made by third parties for the failure to fulfil the contractual pecuniary obligations.

16.4 The Customer acknowledges that the price trend of the Virtual Currencies is variable and declares that he / she has nothing to claim from SWAG for any losses or any other prejudice suffered due to the price trend of the Virtual Currencies.

16.5 The Customer declares to hold SWAG harmless from any liability and / or claim of third parties deriving from an illegal or in any case improper use of the Virtual Currencies by the Customer and / or his / her assignees.

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

## **ARTICLE 17. CUSTOMER SERVICE**

17.1 SWAG makes an identification service available to the Customer, making use of specialized third party companies.

## **ARTICLE 18. FINAL PROVISIONS**

18.1 This Contract cancels and replaces any other previous agreement that may have occurred between SWAG and the Customer regarding the same object and constitutes the final and complete manifestation of the agreements concluded between the Parties on this object. No modification, footnote or clause added to the Contract will be valid and effective between the Parties, unless specifically and expressly approved in writing by both.

18.2 The Customer may not assign his / her rights, interests and / or obligations deriving from this Contract to third parties. SWAG may, in the event of a merger, acquisition or corporate reorganization, assign the rights and obligations deriving from this Contract to third parties provided that such transfer or assignment does not materially affect the execution of the Transactions.

18.3 If any provision of this Contract is found, following a judicial decision, to be invalid or ineffective or unenforceable, this will not affect the validity of the other provisions.



- 18.4 Under no circumstances can any breach and / or behaviour by the Customer that differs from the Contract be considered as exceptions to the same or tacit acceptance of the same, even if not contested by SWAG. Any inaction by SWAG in exercising or enforcing any right or clause of the Contract does not constitute a waiver of such rights or clauses.
- 18.5 None of the provisions of this Contract entails an agency, mandate, subordinate work relationship nor does it give rise to any form of company, joint venture, joint interest or in any case associated exercise of business activity between the Parties nor of works and service contracts.
- 18.6 The English version of these General Terms and Conditions is legally binding between the Parties and prevails over any other translation.