



Swag
Enrich
your life

Swaggy Terms and Conditions

SECTION 1 - GENERAL RULES APPLICABLE TO VIRTUAL CURRENCY EXCHANGE AND VIRTUAL CURRENCY WALLET SERVICES

ARTICLE 1. DEFINITIONS AND PREMISES

These General Terms and Conditions govern the contractual relationship that is entered into between SWAG OÜ with registered office at Tallinn Tartu mnt 14 - 10117, Tallinn Estonia - registered in the Commercial Register under number 14762080 (hereinafter "SWAG") and the Customer for the provision of Virtual Currency exchange services as well as Virtual Currency Wallet Services.

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

"BTC" refers to the Virtual Currency of Bitcoin, further described at <http://bitcoin.org>.

"Customer" or **"Holder"** means the natural person who, following the conclusion of the Contract, becomes the holder of the SWAGGY Wallet and related services.

"Contract" means the contract governing the SWAGGY Wallet and other services consisting of (i) these General Terms and Conditions; (ii) the related summary documents; and (iii) the privacy policy as an attachment sub 1) to these General Terms and Conditions.

"Summary Document" means the title page of the Contract in which the economic conditions of the services are stated.

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

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

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

"Parties" means the Customer and SWAG jointly.

"Virtual Currency Exchange Service" means a service through which the Customer changes a Virtual Currency versus FIAT Currency and vice versa, subject to payment of a fee.

"Virtual Currency Wallet Service" means a service through which SWAG maintains cryptographic keys that can be used to store, store and transfer Virtual Currencies on behalf of

the Customer.

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

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

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

"**WALLET SWAGGY**" means the Client's wallet for holding Virtual Currencies.

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

ARTICLE 2. VERIFICATION OF CUSTOMERS

2.1 At the time of authentication, the Customer must provide SWAG with the required identification data in accordance with the current legislation including on the prevention of money laundering and terrorist financing (hereinafter "**Anti-Money Laundering Legislation**") and in accordance with the operational 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 SWAGGY Wallet for identification under the Anti-Money Laundering Regulations, if such deposit is made by wire transfer from an account having bank details within the EEA or by other means in accordance with the provisions of the Anti-Money Laundering Regulations.

2.3 When the Customer contacts SWAG electronically (Internet Site), SWAG validly identifies the Customer by verifying the Codes referred to in Article 4 below and the master 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 vendor, makes video recordings of conversations with the Customer during onboarding. Copies of the aforementioned video recordings remain available, upon the Customer's request, for a period of 10 years.

2.6 SWAGGY Wallet account statements constitute valid evidence of the transactions executed as well as the orders made.

ARTICLE 3. MODALITIES OF PERFORMANCE OF SERVICES

3.1 SWAG operates through remote communication techniques, such as its website

www.swagyourlife.com (hereinafter "Website") as well as through other techniques that SWAG will communicate as technology evolves, such as, but not limited to, Short Message Service (hereinafter "SMS") as well as internal messaging service. SWAG also operates through other distribution channels made available to Customers.

- 3.2 The Customer may use SWAGGY to perform Disposition Transactions under the conditions specified in the following paragraphs.
- 3.3 Use of the SWAGGY Wallet through access to the restricted area of the Website implies the Customer's choice 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, along with their costs, in the Summary Documents.
- 3.5 For the execution of all Transactions through remote communication techniques, the Customer must use special security codes, "Customer Code," PIN (Personal Identification Number), OTP (One Time Password), hereinafter collectively "Codes."
- 3.6 The Codes will enable the Customer to access all Transactions made available by SWAG and requested by the Customer through distribution channels enabled by SWAG.
- 3.7 The Customer is responsible for the safekeeping and proper 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 non-legitimate parties until the moment the Customer notifies it of their loss or theft and requests the blocking of the Transactions. In any case, the Customer may independently change the PIN.
- 3.8 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 Customer's master data with those held by SWAG.
- 3.9 In the event of the loss or theft of the Codes as well as any technical devices made available by SWAG, the Customer must give immediate notice, by e-mail or through the internal messaging service, within 48 hours of the theft and loss, also by sending a registered letter with return receipt addressed to SWAG at the address indicated in the epigraph of this Agreement, enclosing a copy of the report filed with the competent public authority.
- 3.10 For computer security reasons, the Codes may be replaced by SWAG from time to time, upon notice to 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 for temporary suspension of Operations.

ARTICLE 4. COMMUNICATIONS

- 4.1 SWAG shall carry out all communications required by the rules governing individual Transactions in one of the following ways, in compliance with applicable regulations:
- 4.1.1 Publication on its Website;
 - 4.1.2 Sending e-mail message to the address provided by the Customer at the time of authentication or subsequently.
- 4.2 The Client must send the communications:
- 4.2.1 at support@swaggy.atlassian.net.
 - 4.2.2 at the registered office of SWAG, indicated in the premises of this Contract.
 - 4.2.3 Through the internal messaging system.
- 4.3 When making communications to SWAG, the Customer shall bear any consequences arising from errors, misunderstandings or delays in transmission. Written communications shall be enforceable against SWAG from the date they reach its office. The Customer shall ensure that communications, orders as well as documents in general addressed to SWAG are filled out clearly and legibly.
- 4.4 The Customer can view or capture Transactions executed on the SWAGGY Wallet by connecting to the SWAG Website.
- 4.5 SWAG at least once a year, within 30 days after the accounting closing date, provides the Customer through its restricted area of the Website with an analytical communication on the execution of the Transactions ("**Reporting**") and updates the Customer of the conditions applied ("**Update of Summary Documents**"). SWAG may omit to provide Summary Documents if the economic conditions in force have not changed since the previous communication. Except as provided 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, it shall be deemed approved by the Customer.
- 4.6 In the event of clerical or calculation errors, omissions, or duplication of items, the Customer may seek rectification of such errors or omissions and credit with equal currency of the amounts erroneously charged or omitted within the ordinary limitation period from the date of receipt of the Statement or other periodic communication. Such rectification or

credit shall be made without charge to the Customer; Within the same period of limitation and from the date of mailing of the Statement or other periodic communication SWAG may reclaim any amount due for the same reasons and for undue credits.

4.7 Where not excluded by the Contract or the regulatory provisions in force from time to time, the Customer expressly consents that communications from SWAG may be made by means of notices posted on SWAG's own Website or transmitted by means of distance communication techniques (including e-mail and SMS).

4.8 In addition to the above channels, if SWAG urgently needs to propagate general information applicable to Operations, special pop-ups activated on the SWAG Web Site and on authentication pages will be used.

ARTICLE 5. DURATION OF THE CONTRACT, RIGHT OF RECONSIDERATION AND RIGHT OF WITHDRAWAL

5.1 Unless otherwise stipulated, the Contract concluded between SWAG and the Customer is for an indefinite term.

5.2 In the event that the conclusion of the Contract takes place at a distance, the Customer may withdraw from the Contract without penalty and without having to indicate the reason within 14 (fourteen) days (right of repentance) from the conclusion of the Contract by registered letter with acknowledgment of receipt to be sent to the headquarters of SWAG.

5.3 The Customer may terminate the Contract at any time, without penalty and without closing costs, by notifying SWAG in writing through an e-mail message. SWAG may terminate the Contract at any time with at least 1 (one) month's notice and without any charge to the Customer by giving notice to the Customer in writing through an e-mail message.

5.4 If SWAG withdraws from the Contract, it is not obliged to execute the Transactions received from the Customer and subsequent to the formalization of the withdrawal.

5.5 If the Customer withdraws from the Contract, SWAG is not required to perform the Transactions as of the date of receipt of the notice of withdrawal.

5.6 Notwithstanding the provisions of Article 5.5, when withdrawing from the Contract, the Customer may, in writing, in order to regulate according to its needs the effects of the withdrawal on the Transactions given, give SWAG a period of notice or indicate to it the Transactions it intends to be carried out provided that they were given on a date prior to the effective date of the withdrawal.

- 5.7 However, SWAG may terminate the Contract without notice if there is a justified reason.
- 5.8 Withdrawal from the Contract automatically results in the termination of all Transactions.
- 5.9 Closure of the SWAGGY Wallet may be subject to the prior settlement of all fees related to fees and charges payable by the Customer, as set forth 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 fees are declined 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, even in a sense unfavorable to the Customer, the conditions stipulated in the Contract, including the economic conditions if there is a justified reason.
- 6.2 The unilateral amendment referred to in Article 6.1 above shall be made known to the Customer by means of an e-mail notice having as its subject the proposed unilateral amendment to the contract.
- 6.3 The modification proposed by SWAG to the Customer shall be deemed approved if the Customer does not withdraw from the Contract by the date set for the application of the modification. In this case in the settlement of the relationship, the Customer will be entitled to the application of the prevailing contractual conditions. Contractual changes for which the requirements of this article have not been observed shall be ineffective if unfavorable to the Customer.
- 6.4 SWAG will also publish notices on the Website concerning the changes referred to in the preceding paragraphs.
- 6.5 The header of the SWAGGY Wallet cannot be changed.

ARTICLE 7. EXECUTION OF OPERATIONS

- 7.1 SWAG shall execute the Transactions indicated by the Customer within the limits and in accordance with the provisions contained in the Agreement; however, if a justified reason exists, it may refuse to take on the task of executing the Transactions, giving timely notice to the Customer, including by means of remote communication techniques.
- 7.2 If the Customer does not provide particular instructions, SWAG determines how to execute

the Transactions with diligence appropriate to its professional condition and otherwise taking into account the interests of the Customer and the nature of the Transactions.

7.3 The Client may revoke the assignment given to SWAG, as long as the assignment itself has not had a principle of execution, consistent with the manner of such execution.

ARTICLE 8. QUESTIONS

8.1 In response to queries SWAG provides information about 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 holidays is understood to refer to the previous working day.

8.3 Requests for Dispositive Transactions or instructions to revoke Transactions executed on a weekday are considered executed on the first business day immediately following.

ARTICLE 9. COMPLAINTS AND DISPUTE RESOLUTION

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

9.2 SWAG will respond to the Customer's Complaint within 15 days from the date of its receipt.

9.3 The Customer may, also, contact SWAG via the internal messaging service for handling issues related to Operations. Requests for technical support can be sent 24 hours a day via ticket from each Customer's private area. Such requests, if received outside business hours or on holidays, are processed as of the next business day.

9.4 If the Complaint received is deemed well-founded by SWAG, SWAG will notify the Customer within the timeframe indicated above, specifying the timeframe within which it will resolve the reported critical issue. In the event that SWAG deems the Complaint to be unfounded, it shall state the reasons.

9.5 The Customer, in the absence of a response from SWAG within the above terms or should he/she be dissatisfied with the response received from SWAG, shall, prior to resorting to the Judicial Authority, forward his/her complaint to the Consumer Disputes Committee (referred to at <https://www.eesti.ee/en/consumer-protection/consumer/filing-a-complaint/> or in writing to the following address Endla 10a, 10142 Tallinn).

9.6 For the out-of-court settlement of disputes arising from the conclusion of contracts involving services through the website or other electronic means, the Customer is entitled 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 OF EXCLUSION OF LIABILITY

- 10.1 In dealing with the Customer, SWAG observes criteria of professional diligence inherent in the VASP activity performed.
- 10.2 Services and Transactions (including the execution of orders given by the Customer) may be suspended and interrupted without SWAG being held liable for damages caused to the Customer, if the suspension or interruption is a consequence of causes not attributable to it including, *inter alia*, by way of example, those due to difficulties and impossibility of communication, interruption in the supply of electricity, strikes including those of SWAG personnel, or the acts of third parties, and in general any impediment and obstacle that cannot be overcome with the diligence inherent in the activity performed by SWAG.
- 10.3 SWAG will not be liable for any breach of the Agreement, including delays, failures in performance, or total or partial interruptions 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 will not be responsible for any losses arising or resulting from delays in Transactions.
- 10.4 SWAG is not responsible for any damages or interruptions caused by computer viruses or other malicious codes, phishing, spoofing or other attacks. In this regard, the Customer declares that it has no claim against SWAG and/or companies contracted by SWAG for any damages, direct or indirect, of any nature whatsoever suffered as a result of the events referred to in this article.
- 10.5 In no event shall SWAG, its affiliates or service providers, or 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, of

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 resulting from inaccuracies, defects, or omissions in Virtual Currency pricing data, from any error or delay in the transmission or interruption of such data; (iv) any loss or damage that does not directly result from the breach of this Agreement.

- 10.6 The Customer agrees to indemnify and hold SWAG harmless with respect to any costs (including attorneys' fees and any fines, penalties, or sanctions imposed by any regulatory authority) that are reasonably incurred in connection with Claims and/or claims related to the breach of this Agreement (or the violation of any law, rule, or regulation or the rights of any third party).
- 10.7 SWAG's total aggregate liability to Customer for any single Claim 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 Customer's SWAGGY Wallet at the time of the related Claim. 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 OBLIGATIONS

- 11.1 SWAG takes appropriate precautions to ensure the confidentiality of information pertaining to the Customer processed as part of the Transactions.
- 11.2 SWAG processes and treats Users' personal data in accordance with the Privacy Policy, which the Customer acknowledges having read, understood and accepted.

ARTICLE 12. APPLICABLE LAW - PLACE OF JURISDICTION

- 12.1 This Contract is exclusively governed by Estonian law. To the extent not expressly provided for herein, the application of the rules set forth 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 concerning the interpretation, validity and performance of the Contract and which cannot be settled directly between the Parties by amicable settlement, the Harju County Court shall have exclusive jurisdiction.

ARTICLE 13. CONCLUSION OF THE CONTRACT

- 13.1 The Contract is concluded when the Customer has knowledge of SWAG's acceptance.
- 13.2 Acceptance of SWAG is subject to the Client's prior due diligence in accordance with current Anti-Money Laundering Regulations;
- 13.3 Activation of the SWAGGY Wallet will occur with the first deposit made by the Customer.

ARTICLE 14. OPERATIONAL LIMITS

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 or Virtual Currency, that is possible to transfer in a given period. The limits of Transactions may vary depending on the payment method, verification steps completed, and other factors. SWAG may change the applicable limits at its sole discretion.

When the Customer requests to increase the Transaction limits, SWAG is entitled to request additional information from the Customer.

ARTICLE 15. TERMINATION OF THE CONTRACT

4.1 SWAG may terminate the Contract if the Customer:

- 15.1.1 does not comply with the technical operational limitations imposed by SWAG in connection with the Transactions;
- 15.1.2 does not pay SWAG the fees and expenses payable in connection with Virtual Currency Exchange Transactions and Services and Virtual Currency Portfolio Services;
- 15.1.3 provided untrue information to SWAG;
- 15.1.4 when 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 from 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 violation of this Agreement;
- 15.1.7 in the event of attempted unauthorized access to the wallets of other Customers;
- 15.1.8 in case of incorrect filling of the registration form and failure of the Customer to update personal data;
- 15.1.9 in case of suspicion of money laundering, terrorist financing, fraud or any other financial crime;
- 15.1.10 in the event that the Client takes any action that would circumvent the controls;

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

15.1.12 protests, bankruptcy or insolvency proceedings of the Client have occurred.

15.1.13 in case of abuse and falsification of login credentials.

15.2 The termination shall take effect from the moment SWAG notifies 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, proceeding to the early liquidation of the Transactions in progress and take all appropriate measures for the purpose of the fulfillment of obligations arising from Transactions entered into on behalf of the Customer, without prejudice to any other remedy or compensation for any damages.

ARTICLE 16. GUARANTEES

16.1 The Client declares that he/she understands the nature, uses and related risks of Virtual Currencies. In particular, Customer agrees that: (i) the value of Virtual Currencies, given their decentralized nature and the lack of a certain regulatory framework, is not secured by any legal entity but only by the market; (ii) any amount of Virtual Currency 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 persons or addresses, 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 may be permanently lost.

16.2 Customer represents and warrants that it is the sole and rightful owner of the Virtual Currencies deposited on the SWAGGY WALLET.

16.3 The Customer acknowledges that Virtual Currencies are suitable to settle pecuniary debts only upon express agreement with the party accepting the Virtual Currency in payment. Consequently, the Customer declares that it will have nothing to claim from SWAG in the event of any disputes arising with third parties contesting the non-performance of pecuniary obligations contracted by the Customer and/or its assignees. The Customer also declares that he/she will indemnify SWAG against any claims made by third parties for non-performance of the monetary obligations contracted.

16.4 The Customer acknowledges that the price trends of Virtual Currencies are variable and declares that it has no claim against SWAG for any losses or any other prejudice suffered as

a result of the price trends of Virtual Currencies.

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

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

ARTICLE 17. CUSTOMER SERVICE

17.1 SWAG provides the Customer with an identification service, using specialized third-party companies.

ARTICLE 18. FINAL CLAUSES

18.1 This Contract cancels and supersedes any previous understanding that may have been made between SWAG and the Customer with respect to the same subject matter, and constitutes the ultimate and entire manifestation of the agreements made between the Parties with respect to such subject matter. No modification, apostille or clause however added to the Contract shall be valid and effective between the Parties unless specifically and expressly approved in writing by both Parties.

18.2 Customer may not assign its rights, interests and/or obligations under this Agreement to third parties. SWAG may, in the event of a corporate merger, acquisition or reorganization, assign its rights and obligations under this Agreement to third parties provided that such transfer or assignment does not materially affect the performance of the Transactions.

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

18.4 In no event shall any default and/or conduct of the Customer that differs from the Contract, be deemed a waiver thereof or tacit acceptance thereof, even if not disputed by SWAG. Any failure by SWAG to exercise or enforce any right or provision of the Contract shall not constitute a waiver of such right or provision.

18.5 Nothing in this Contract shall entail a relationship of agency, mandate, employment, nor shall it give rise to any form of corporation, partnership, co-interest, or otherwise associated exercise of business activities between the Parties, nor shall it give rise to the contracting out of works and services.



18.6 The English version of these Terms and Conditions is legally binding between the Parties and prevails over any other translation.