

TERMS OF USE

Website <https://swapster.fi/> ("Website") is developed and managed by Swapster.

This Terms of Use ("Terms") of Swapster applies to all Users of the Website, Swapster's Services and Products.

Before using the Website, Products and Services, the User must carefully read this Terms governing the use of the Website, , Products and Services. In case of disagreement with any of the clauses of this Terms, Swapster kindly asks Users to stop using this Website, its products and services. By further using the Website, Services and/or registering to use Swapster Services, the User confirms that they have studied, understand, accept and undertake to comply with this Terms governing the User's use of the Website, Products and Services.

This Terms are publicly available on the Swapster's Website in the up-to-date version. Swapster reserves the right to make changes to the Terms. Any changes to this Terms will take effect from the moment they are published on the Swapster's Website.

WARNING

No materials or any other information obtained through the Swapster Website, Products and Services shall constitute or be construed as a recommendation, endorsement, invitation or offer to enter into any transaction or purchase of any product, or otherwise deal in digital currency or other products.

The User also understands that none of the information providers, including any third-party providers, are personally advising you as to the nature, potential, value or suitability of any particular digital currency, portfolio, transaction, investment strategy or any other matter. The information provided by Swapster is not tailored to the investment needs of any particular individual.

The User understands that investments in any digital currency are subject to a number of risks, and that discussions of any digital currency published on the Website or other Swapster services may not list or describe relevant risk factors. Please note that markets are constantly changing, so any information, content, third-party content or other materials provided on or through the Website or other Swapster's services may not be complete or relevant or may be replaced with more relevant information and the User rely on such information at their own risk.

Swapster is not intended to provide tax, legal, insurance or investment advice, and nothing should be construed as such. It is Users' sole responsibility to determine whether any investment or decisions are appropriate for them based on their investment objectives and personal and financial situation. If necessary, the User should consult with a professional in their area of interest regarding Users' particular situation.

The cryptocurrency verification Service provided by Swapster also cannot be regarded as advice, consultation, recommendations or offers to enter into a deal, since the Service provided is automated in nature, giving a subjective assessment of the verified cryptocurrency based on data obtained from automated AML programs.

1. DEFINITIONS

Swapster – in this Terms of Use *Swapster* shall mean MARKETING TECHNOLOGY IT DEVELOPMENT LLC, a legal entity registered on 10/06/2022 under the law of Georgia, with identification code: 422941473, having a legal address at Georgia, Tbilisi, Gldani District, Omar Khizanishvili Street, №264 (Free Industrial Zone of Tbilisi Technology Park);

Personal data (Information) – any information related to an identified or identifiable natural person. A person is identifiable when it is possible to identify them directly or indirectly, in particular by an identification number or any distinct physical, physiological, psychological, economic, cultural or social characteristics;

User – a natural person visiting the Website <https://swapster.fi/> and/or using the products/services of the Website and/or Swapster and being a data subject.

Data Subject – any natural person whose data is processed.

Website – <https://swapster.fi/>

User Account – User's personal profile or personal account, which is created after registration on the Website <https://swapster.fi/>

Digital currency – a currency that exists and is available exclusively in virtual form.

Fiat money – a type of payment means regulated by the state, available in physical form.

Third-party Service Provider – a third party, the counterparty of Swapster, which provides additional Services to Users or Swapster.

Products and/or Services – products and/or services provided to Users on the Website <https://swapster.fi/>, via Services or Swapster.

Service – a bot in the Telegram messenger under the nickname @SwapsterBot, which provides the User with services for storing and exchanging cryptocurrencies and other.

Prohibited Conduct – any illegal behavior that includes fraud, corruption, money laundering, conspiracy, terrorist financing and any other criminal behavior.

Fraud – use of deception to pursue personal interests and to damage the interests of Users and/or Swapster by stealing or acquiring the right to another's property by deception.

Deception – a method of fraud to receive money from Internet users, which may include withholding information or providing incorrect information in order to extort money, property and inheritance from victims.

Corruption – offering, giving, receiving, or soliciting, directly or indirectly, anything of value that would improperly influence the actions of another party.

Money laundering – a financial transaction scheme aimed at concealing the identity, source and destination of illegally obtained money or financing illegal activities.

Anti Money laundering (AML) – a set of measures and procedures aimed at detecting and/or preventing the use of Swapster and/or the services provided by Swapster for money laundering purposes.

Counter-terrorist financing (CTF) – a set of measures and procedures aimed at detecting and/or preventing the use of Swapster and/or the services provided by Swapster for terrorist financing purposes.

Sanctions – commercial and financial sanctions applied by one or more countries against targeted self—governing states, groups or individuals.

Red flags – warnings or indicators suggesting that there is a potential problem or threat with Users' transaction that goes through Swapster and/or the Swapster's Service, Website.

Conspiracy – an agreement between two or more parties aimed at achieving an improper goal, including undue influence on the actions of the other party.

Terrorist financing – provision or collection of funds by any means, directly or indirectly, with the intention of using them or on condition that they will be used in whole or in part to carry out any of the crimes/operations related to terrorism.

Criminal conduct – a crime, or an action that would qualify as a crime in any part of the world.

Know Your Client (KYC) – a set of measures and procedures aimed at obtaining information about the User and his/her activities in order to manage the company's risks.

Client Due Diligence (CDD) — verification of data/information about the User and other checks related to the study of the User and his/her activities. CCD is conducted for the purpose of a comprehensive risk assessment of the User when onboarding him/her for service, or when providing services to him/her.

Politically exposed person (PEP) – an individual who has a prominent public role within a country or internationally.

Regulatory Requirements — any applicable law, statute, regulation, order, judgment, decision, recommendation, rule, policy (including but not limited to AML Policy) or guideline. They must be adopted or issued by the Parliament, the government, any competent court, authority, a payment system. This includes bank payment systems, card payment systems or any other payment, clearing or settlement systems, or similar agreements that are used to provide the Services.

Policy/-ies — Policies, regulations, Agreements governing the provision of Services, including, but not limited to Risk Management Policies (AML Policy), Privacy policy and similar documents and regulations.

2. WEBSITE CONTENT

2.1. The Website, including any information, graphic images, aesthetic, technical and other effects, is aimed at informing Users about the Products and Services of Swapster ("Content").

2.2. Swapster has all the rights to adapt and make changes to the Content of the Website at its own discretion without prior notice of the User.

2.3. Swapster is obliged to make reasonable and sufficient efforts to constantly update the Content of the Website. At the same time, not all information may be up-to-date and full. Swapster does not guarantee the accuracy of the Content and is not responsible for it. Any examples in the Content of the Website are illustrative. Swapster undertakes to do everything possible to correctly display the present and future Products and Services, at the same time they may differ in reality.

2.4. In case of updating of this Terms, its new version comes into force 24 hours after posting of the Terms on the Swapster's Website, or earlier, according to the requirements of applicable law. It shall be Users' obligation to check for the updates of the Terms. The User's use of the Website with the updated version of the Terms will be considered by Swapster as the User's understanding of the Terms and consent to use the updated version of the Terms.

3. TELEGRAM BOT @SWAPSTERBOT SERVICE CONTENT

3.1. The Service, including any information, graphic images, aesthetic, technical and other effects, is aimed at providing the User with Services and providing information about the procedure for providing these Services, Services list and restrictions ("Content").

3.2. Swapster has all rights to adapt and make changes to the Content of the Service at its own discretion without prior notification of the User.

3.3. Swapster is obliged to make reasonable and sufficient efforts to constantly update the Content of the Service. However, not all information may be up-to-date and full. Swapster does not guarantee the accuracy of the Content and is not responsible for it. Any examples in the Content of the Service are illustrative.

4. USE OF THE WEBSITE, PRODUCTS AND SERVICES. USER'S ACCOUNT AND RESTRICTIONS

Use of the Website, Products and Services:

4.1. The Website, Products and Services are public and accessible to all Users. The User agrees to use the Website, Products and Services exclusively for legitimate purposes. The

Website, Products and Services are intended for personal use by the User and for non-commercial purposes.

4.2. The use of the Website, Products and Services is carried out in accordance with this Terms and the provisions of the Policies posted publicly on the Website.

4.3. In order to ensure the security of the use of the Website, the use of methods of hiding the location of users in the Services is prohibited. In case of doubts about the security of the use of the Website, Products and Services, Swapster has the right to request information from the user about their exact location.

4.4. The User agrees to receive advertising and/or informational messages from Swapster to the email address provided by the User in the Account. Such emails will be cancelled at the User's request using the "unsubscribe" option provided in the notification from Swapster, when applicable.

4.5. Availability of the Website, Products and Services. Swapster does not guarantee the ability to access them at any time. The User acknowledges that Swapster reserves the right at any time to delay, refuse or make unavailable at any time and at its own discretion all or part of the Services, as well as Products/Services themselves and/ or the Website. Swapster is not liable in case of unavailability of any Service, regardless of the reasons (intentional actions of Swapster in accordance with the requirements of this Terms and Policies, force majeure, etc.).

4.6. Security and viruses. The User may not knowingly or unknowingly use or embed any malicious software or files in order to gain access to the Website, Products and Services, distort their Content or destroy them. The User undertakes to take reasonable precautions to avoid such processes. The User cannot distort, modify or manipulate the Website, Products and Services, and their Content by any means. Swapster recommends taking reasonable security measures to prevent damage to Users' equipment by any malicious programs, as well as when receiving and reading messages, notifications, letters from Swapster, in connection with the possibility of harm to their equipment. It is recommended that the User logs in to their Account exclusively using the Website or the official Service.

User's Account and restrictions:

4.7. By creating an account for using the Swapster Services ("Account"), the User guarantees that:

- the User has accepted this Terms, Risk Management Policy (AML Policy), Privacy Policy and other provisions of the use of the Website, Products and Services;
- the User has reached the age of majority in his country of residence, but in any case is not a person under the age of 18;
- the User has not previously been blocked or restricted from using the Products and Services of Swapster;
- the User currently does not have an account on Swapster;

- the user is not a user/citizen/resident from the USA, Malaysia, Singapore, Canada or other countries that are defined in *Appendix 1* of the Risk Management Policy (AML Policy);
- the User also does not act on behalf of and/or in the interests of a User from the USA, Malaysia, Singapore, Canada or other countries defined in Appendix 1 of the Risk Management Policy (AML Policy);
- the User has full legal capacity to enter into transactions using Swapster Services and is responsible for their actions as part of the use of the Website, Products and Services;
- the user undertakes to adhere to generally accepted norms when communicating with Swapster employees and do not show unacceptable behavior (rudeness, lies, use of profanity, threats and intimidation, etc.) when communicating with the support service;
- the User will not use the Website, Products and Services for illegal purposes or suspicious transactions, including, but not limited to, for transactions directly or indirectly related to the financing of terrorism, fraud, deception, corruption, circumvention of sanctions restrictions, DarkNet and others;
- the information and data provided by the User for the purpose of registration, and later for the use of Swapster Products and Services, are legitimate, up-to-date, complete and not misleading;
- the User acknowledges and understands that they are a tax resident and a subject of taxation in their jurisdiction and is solely responsible for compliance with tax and other legislation in their jurisdiction.

4.8. Every User is allowed to use only one Account. Unauthorized access to another User's Account, as well as assistance in unauthorized access to other Users' Accounts, is strictly prohibited.

4.9. Intentional creation of an Account for the purpose of illegitimate use/abuse of Swapster, including for the purpose of carrying out illegal operations, may lead to the suspension of any actions related to such an Account, or the shutdown of the Account, as well as to notification of competent authorities, and applying other measures under applicable law.

4.10. The User undertakes to immediately notify Swapster of any unauthorized access to their Account, the use of their Account or password by a third party, the alleged theft of their registration information or any other security breach to the support service at the following email address: info@swapster.fi.

4.11. Swapster undertakes to notify Users of security breaches of using the Website, Products and Services, including attempts of unauthorized access to Accounts, by sending messages to provided email addresses and/or phone numbers of Users. In case of a change of email address and/or phone number, the User undertakes to notify Swapster of the relevant changes. Swapster is not responsible for the damage caused to the User, in case of violation by the User of the Terms and Policies, including the compromise of credentials

for access to the Account, as well as inaction and/or incorrect actions, in case of receiving notifications of a security breach.

4.12. Suspension, termination and cancel of the Account. In order to prevent and/or terminate illegal actions, Swapster has the right, at its sole discretion, to suspend the Account and restrict access to the Website, Products and Services; shutdown the Account and freeze the funds on it; suspend or cancel transactions regardless of the funds being debited from the account from third-party financial service providers, bank accounts or e-wallets.

4.13. Swapster has the right to restrict access to the Website and the Services, among other things, in the following cases:

- breach of these Terms, including breach of payment obligations, attempted unauthorized access to the Website or a third-party Account, use of multiple Accounts and abuse of promotional benefits;
- Swapster has reason to believe that the purpose of the transaction is illegal activity (directly or indirectly), including but not limited to terrorist financing, money laundering, fraud, corruption, scamming, circumvention of sanctions restrictions and other;
- a court judgment or decision of another competent authority regarding the User or User's transactions that requires appropriate action by Swapster under applicable law;
- failure of any third-party provider to provide Services to the User;
- force majeure, including operational and technical errors;
- the User has not made a transaction in respect of the Services for twelve consecutive months or more;
- there is a reason to believe that the provision of the Services to the User will have a consequential adverse effect on Swapster's business reputation;
- Swapster reasonably believes that the User's Account is linked to any other Account that has been suspended or terminated for violation of the Terms, Policies, or suspended for any other reason that may have an adverse effect on Swapster;
- the User has not provided information requested by Swapster or the information provided does not meet Swapster's requirements;
- Swapster believes that the User's Account and/or transaction does not comply with Swapster's risk tolerance or Policies.

4.14. In the event that access to the User's Account, the Website and/or the Products/Services provided is suspended or revoked due to circumstances under these Terms or the Swapster's Policies, Swapster shall have the right to:

- (i) cancel outstanding and/or pending orders to purchase Digital Currency;
- (ii) withhold any Fiat Money that the User has paid to purchase Digital Currency from Swapster but which the User has not received. The consequences of Swapster's withholding of funds are solely responsibility of the User;

- (iii) block all funds that are held in the User's Account;
- (iiii) block, suspend or terminate the User's Account;
- (iiiii) withdraw funds held in the User's Account, funds received into the User's Account, or funds the User have deposited into their Account for a transaction.

4.15. In case of suspension or termination of the User's Account, as well as cancelling of outstanding and/or pending orders, withholding, blocking or withdrawal of funds, Swapster may provide the User with a notice of such action. Swapster is not obliged to disclose information obtained as a result of procedures that comply with Swapster's security requirements, risk management and compliance with the Policies.

4.16. The User may close their Account at any time by sending a request to delete their Account to the email address info@swapster.fi. There is no fee for deleting an Account, however the User is obliged to fulfill all outstanding monetary obligations to Swapster existing on the date of deleting of the User's Swapster Account. Swapster reserves the right to suspend any pending transactions at the time of deleting.

Rights of the User:

4.17. When a User loses access to their User's Account (including in case of transfer of balances to a new account), Swapster is open to consider the possibility of restoring access to such lost User's account (including transfer of balances to a new account), only if sufficient information and/or supporting documents are provided (amount of requested documents in each case are determined individually and is not exhaustive) about the identity of the User, the history of their transactions, etc.

4.18. The User has the right to expect that Swapster will guarantee and will make every possible effort and take every possible measure to fulfill such guarantees on a regular basis, ensuring the maximum level of protection of the account, information about the user and their transactions. The implementation of this clause by Swapster is possible only with the proper attitude of the User to ensure on their part the safety and limited access to passwords/account/transactions/transaction documents, while the loss of access through the actions and/or inaction of the User is not the responsibility of Swapster and Swapster will not bear any liability for such events. "Inaction" means, among other things, but not limited to, the absence of a 2FA set by the User, which can significantly increase the risk of compromising the login and password, etc.

4.19. The User has the right to receive high-quality Service from Swapster and its representatives when using the Website, Products and Services.

4.20. The User has the right to qualified and unbiased dispute resolution by Swapster. To make a request, the User provides all the necessary information and supporting documents (if available) to the Swapster's support service at the email address: info@swapster.fi.

5. PROVISION OF SERVICES

5.1. Swapster provides Services aimed at acquiring any available Digital Currency through the Services, as well as selling available digital currency, including Swapster digital currency (“Digital Currency”).

5.2 Swapster also provides Services for conducting AML checks of cryptocurrencies using the automated “AML-bot” verification system. The results of the audit do not in any way express Swapster's views to the transaction being conducted, nor do they constitute advice, consultation, recommendation or a proposal to conclude or decline to conclude a certain transaction. The User understands and confirms that the final decision to enter into a transaction is made by them independently, regardless of the results of the verification.

5.3. Purchase of Digital Currency. This type of Service allows the User to buy Digital Currency from Swapster, which is available on the Website and through the Service at the time of concluding a transaction for the purchase of Digital Currency.

5.4. Sale of Digital Currency. By using the Services, the User has the right to make transactions for the sale of Digital Currency.

5.5. After successfully creating a User Account, the User is given the opportunity to make transactions for the purchase and sale of Digital Currency. The purchase of Digital Currency is carried out in exchange for assets set by Swapster (USD or other currencies) (“Fiat Money”) on the basis of each transaction.

5.6. Payment methods. The User can send and/or receive Fiat Money from Swapster, by paying with a MasterCard and VISA credit/bank card, or by using the Services of a third-party payment solution provider.

5.7. Guarantees of payment methods. Swapster cannot guarantee that all currently valid payment methods will always be available to Users. The availability of each payment method depends on several factors, including, but not limited to, the User's location, the identification information that they provided to Swapster, and restrictions imposed by third-party payment systems, if any.

5.8. Provision of digital currency. Swapster will make reasonable efforts to provide the User with the purchased Digital Currency as soon as reasonably possible, in accordance with this Terms. The User acknowledges that the provision of the purchased Digital Currency to them may be performed some time after completion of the payment process, due to the need for operational processing of the Digital currency transfer. The User also acknowledges that in the cases provided for by this Terms, Swapster may not be able to fulfill the User's order for the purchase or provision of Digital Currency to the User.

5.9. The User acknowledges that Swapster is not responsible for incorrect information of the User's wallet address.

5.10. There is no guarantee of price (value) or liquidity. The User accepts the risks associated with the purchase and sale of Digital Currency, including the fact that Swapster cannot guarantee that any Digital Currency will have a certain price/value (if any) or market liquidity at any time in the future. Swapster does not guarantee that the User will be able to sell the Digital Currency to a third party after a certain time, and under no circumstances Swapster undertakes to purchase from the User any Digital Currency, regardless of whether it is purchased from Swapster or not.

5.11. In case of a transfer of Digital currencies by mistake to wallets belonging to Swapster, the latter does not refund such funds sent by mistake. At the discretion of Swapster, in exceptional cases, it is possible to consider the refund only after User's contacting the support service by email: info@swapster.fi. After a detailed study of the information provided, the possibility or impossibility of restoring/returning funds to the User of the lost/mistakenly transferred funds will be determined, followed by notice of the User by email.

The fee for restoration and refund is set in each case individually.

This rule also applies to Digital Currencies that are not directly supported by Swapster.

6. DIGITAL CURRENCY PRICES AND THE EXECUTION OF THE USER'S TRANSACTION

6.1. Price. The price rate of selling and buying Digital Currency depends on the circumstances and is indicated in accordance with the price set on the Website, and in the Services.

6.2. Notwithstanding the above, the User agrees that any selling or buying Price of Digital Currency set on the Website and in the Services is accurate only at that exact moment, and the Price set on the Website, in the Service at the time of purchase or sale of Digital Currency may not be the final price or exchange rate of the User's transaction. This is due to the extremely unstable nature of the value of the Digital Currency and the period of time it may take to complete the transaction.

6.3. The final price of the User's transaction ("Final Price") will be the price that is set on the Website or in the Service after the completion of the operation and is available for viewing in the personal account.

6.4. The User agrees that the Final Price may be higher or lower than any rate or price that was previously set on the Website and/or in the Services, in accordance with possible fluctuations in cost and rates, and that this may change either in favor of the User or in favor of Swapster, and Swapster has no control over such changes.

6.5. As soon as it is possible and considering the successful completion of the KYC process, Swapster will execute the User's order at the Final Price ("Execution"). Prior to execution, any User's order will be considered deferred and not completed and will not be binding on Swapster.

6.6. Provision of Digital Currency. Digital Currency is provided to the User as soon as it becomes possible after completing the User's order:

- In case of purchase of Digital Currency from Swapster, the corresponding Digital Currency will be provided to the User's wallet address, taking into account the completion of the operational processing;
- In case of sale of Swapster Digital Currency, Swapster will provide Fiat Money by replenishing a credit/bank card or other third-party payment processing, using the data set in the corresponding payment method that the User specified during registration and/or during the placing of a sales order by the User;
- Swapster will provide the User, either on the Website or in the Services, by email or otherwise, with a transaction confirmation indicating the Final Price and other information about the purchase and execution of the transaction (“Transaction Confirmation”).

6.7. The price of the deposit/withdrawal Service from the Account balance is available at <https://swapster.fi>.

6.8. Cancellation Policy. The User acknowledges that completed transactions are not subject to cancellation, and the User cannot change or cancel any transaction — regardless of whether it has been completed or is in a pending status.

6.9. Failed payments. If the User's payment method is rejected, whether due to lack of funds, or for any other reason, the User agrees that Swapster, at its sole discretion, may:

- Cancel any applicable transaction;
- Execute this transaction in part;
- Debit alternative payment methods provided by the User in the amount required to complete the pending transaction. In the event of termination of any transaction, Swapster will make reasonable efforts to notify the User of such termination.

6.10. Ownership of the User's wallet address. In order to perform any transaction, the User guarantees the use and provision of an e-wallet address belonging exclusively to the User, and which is under the exclusive and complete control of the User, to which the purchased Digital Currency will be transferred.

6.11. Swapster reserves the right to refuse processing or cancel any incomplete transaction if:

- The transaction is illegal or decision of a court or other competent authority has been rendered against the person making the transaction, obliging Swapster to take appropriate actions to cancel the transaction;
- Swapster has reasons to believe that the transaction violates any provision of this Terms;

- The transaction exceeds the limit that can be applied to the amount or volume of transactions in a given period in accordance with the Swapster’s policy, which may be amended from time to time in accordance with the applicable law;
- The transaction is made by a person who may harm Swapster, including its business reputation.

6.12. Swapster may take any additional actions/measures available to it in accordance with this Terms, Policies or under applicable law in relation to such transaction.

7. PAYMENTS, THIRD-PARTY PROCESSING AND REFUNDS

7.1. The User is fully responsible for the payment of all amounts (Fiat Money and/or Digital Currency) due to Swapster. Swapster reserves the right to withhold any payment that should be made in favor of the User until Swapster is able to properly identify and verify the authenticity of the User's identity and/or payment details (as appropriate) in accordance with the Policies and this Terms.

7.2. Third-party processing Services. The User acknowledges that Swapster may, at its own discretion, use third-party Service providers to process any payment between the User and Swapster, including, but not limited to, payments related to the User's use of the Services and any completed transaction. In such cases, the User confirms that Swapster may provide personal information and/or documentation about the User, including in relation to transactions performed by the User, as necessary to complete the transaction or, as required, upon any request in case of fraud detection or suspicion of fraud, or other illegal actions.

8. SUPPORT SERVICE

8.1. Swapster is open for constructive criticism and understands the importance of the human factor in User service and strives to provide quality Service to its Users. Swapster is ready to provide impartial consideration of appeals and complaints on controversial situations, but an important element of such consideration is mutual respect. Swapster ensures the security of transactions not only for our Users, but also the security and proper working conditions of the support service.

8.2. In providing service to Users, situations may arise that require a more detailed study of the settlement structure in accordance with the procedure provided for by applicable law and/or Swapster Policies. Swapster understands that a delay in carrying out an operation can cause negative emotions among Users, but Swapster is obliged to make sure of the legitimacy of each transaction. The discrepancy between the efficiency of the support service or the timing of consideration of transaction details by the compliance service to the User's expectations is not a reason for threats, negativity and aggression against the support service employee.

8.3. In case of aggression against an employee of Swapster, Swapster reserves the right to temporarily block the User and/or their account for a certain period of time. The blocking period is determined by Swapster at its own discretion and depends on each situation separately. During this time, the blocked User cannot communicate with the support service and gain access to their account.

8.4. We make sure that Users are not blocked without a good reason. If the User believes that they have been provided with an unqualified Support Service, Swapster recommends that the User stops the current chat and sends an appropriate notification via email to the support service (email address: info@swapster.fi) indicating the Account ID in the subject of the email, and in the text of the email indicate a complaint about the Swapster's employee actions and state their version of events. Swapster reviews all complaints and provides feedback on them.

9. SWAPSTER'S INTELLECTUAL PROPERTY

9.1. Texts, graphic images, color content and other elements that are used on the Website and in the Services are protected by copyright. The content of the Website and Services is the intellectual property of Swapster and is protected by applicable law.

9.2. The use of Swapster's intellectual property is possible only under the condition of personal and non-commercial use, indicating the source (Swapster) and with the prior written consent of Swapster.

9.3. Any illegal actions against Swapster's intellectual property will lead to bringing the perpetrators to justice, according to the applicable law. Swapster reserves the right to conduct an investigation in order to notify the competent authorities of persons and actions that violate the requirements of the law, under the applicable law.

10. COMPLIANCE OF THE USE OF THE SWAPSTER'S WEBSITE, PRODUCTS AND SERVICES WITH LEGAL REQUIREMENTS

10.1. The User is a person who is solely legally responsible for the use of the Website, Products and Services of Swapster, in case the use of the Website, Products and Services is illegal under the law applicable to the User.

10.2. If Swapster has reasons to believe that the use of the Website, Products and Services of Swapster is contrary to the requirements of applicable law, including the possibility of being associated with prohibited activities, Swapster may suspend or refuse to provide Services to the User without notifying the User of the reasons for the refusal.

10.3. Applicable taxes. The User is solely responsible for paying taxes and fees applicable to their transactions made on the Website and in the Services, under the laws applicable to the User. Swapster does not provide legal consultations or advice in connection with the collection of taxes and fees.

10.4. In its activities, Swapster adheres to applicable law and the best international standards and practices, and expects the User to comply with these Terms and Policies. AML/CTF risk management and KYC/CDD procedures are developed by Swapster additionally and are internal documents of Swapster with limited access. Such documents comply with this Terms and Policies.

11. SEVERABILITY

11.1. If one or more of the provisions of the Terms are declared invalid, regardless of the reasons, the remaining provisions contained herein shall not in any way be affected and remain valid and having legal effect.

12. LIMITATION OF LIABILITY

12.1. To the extent permitted by applicable law, neither Swapster nor its affiliates shall be liable for any damages in connection with the Users' use of the Website and Services.

12.2. The use of any information obtained from or through the use of the Website and Services is at the sole risk of the Users. To the extent permitted by applicable law, Swapster waives any liability with respect to decisions made by the User based on the information obtained from the Website or through the use of the Website and Services.

12.3. Swapster does not guarantee the operational and functional support of the Website and Services. To the extent permitted by applicable law, Swapster waives liability in the event of any defect in or unavailability of the Website, Products or Services and/or its content, or other direct or indirect damages arising out of access to or use of the Website and Services. Swapster shall not be liable for any damage caused by service interruptions, technical errors, malicious programs or files, or other factors beyond Swapster's control.

12.4. Swapster shall not be liable for failure to receive the purchased Digital Currency, Fiat Money in case the User provide incorrect information regarding the e-wallet, public key, payment details or refusal to conduct the transaction by third parties (banks/providers, etc.) and other.

13. TRANSFER OF INFORMATION TO THIRD PARTIES

13.1 In the event of a merger or splitting, Swapster has the right to transfer or assign information provided by Users in accordance with applicable law. Swapster has the right to transfer information provided by Users to third parties only in cases provided for by applicable law, as well as to provide Users with Services offered by Swapster within the limits regulated by the Terms, Policies and applicable law.

14. APPLICABLE LAW AND JURISDICTION

14.1. By using the Website and Services, the User agrees to this Terms.

14.2. Any disputes arising between Swapster and Users should be resolved by negotiations and pre-trial dispute resolution procedure. If it is impossible to reach an agreement through negotiations, the dispute shall be referred to the competent court in Tbilisi, Georgia. The Parties undertake to maintain the confidentiality of all matters concerning litigation.

15. FORCE MAJEURE

15.1. Swapster shall not be liable for any delay, failure or interruption of service that is directly or indirectly attributable to any cause or condition beyond its reasonable control, including, but not limited to, any delay or failure resulting from any natural disaster, catastrophe, acts of terrorism, civil unrest, war, strikes, fires, decisions of authorized governmental bodies, interruption of telecommunications or network provider services, hardware and/or software failure, or other events beyond Swapster's reasonable control that affect the operation of the Website and the provision of the Services.

16. CONTACTS

16.1. If the User has any questions, comments, feedback, complaints regarding this Terms, the User can contact Swapster through the support service via email: info@swapster.fi.