

## USER AGREEMENT

Last updated: 18.12.2025

Limited Liability Company “Digital business solutions” (hereinafter – the “Company”, we, us, our, ours) – a legal entity established and operating under the laws of the Kyrgyz Republic: registration number 313924-3301-000, TIN 00603202510266, OKPO 33716191, located at the address: 79/4 Isanov Street, Bishkek, Kyrgyz Republic.

The Company has a license of a virtual asset exchange operator issued by the Financial Market Regulation and Supervision Service under the Ministry of Economy and Commerce of the Kyrgyz Republic on December 18, 2025, registration number 220.

The Company operates under the brand name “Swapster”.

**BEFORE USING THE COMPANY'S SERVICES AND FACILITIES, THE CLIENT SHOULD CAREFULLY READ THIS USER AGREEMENT. IN CASE OF DISAGREEMENT WITH ANY OF THE CLAUSES OF THIS USER AGREEMENT, THE CLIENT SHOULD STOP USING THE COMPANY'S SERVICES AND FACILITIES. WITH FURTHER USE OF SERVICES AND SERVICES OF THE COMPANY THE CLIENT CONFIRMS THAT HE/SHE HAS STUDIED, UNDERSTANDS, ACCEPTS AND UNDERTAKES TO COMPLY WITH THIS USER AGREEMENT REGULATING THE USE OF SERVICES AND SERVICES OF THE COMPANY BY THE CLIENT.**

### GENERAL PROVISIONS

This User Agreement (hereinafter – the Agreement) is a public offer of the Company in accordance with Article 387 of the Civil Code of the Kyrgyz Republic, and defines the terms of use of the Company's services through its facilities, the rights and obligations of the Parties, as well as the responsibility of the Parties and legal consequences for Clients for violation of this Agreement.

The current version of this Agreement is available on the Company's official website <https://swapster.fi/>.

The subject of this Agreement are the services and facilities of the Company, access to which for each Client is provided from the moment of successful completion of identification and verification procedures, and the creation of a virtual assets wallet.

The Parties determine that this Agreement applies both to the services and facilities provided on the site by the time of acceptance of this Agreement by the Client, and to future services and facilities, as well as modifications and additions to any services and facilities.

The terms of use of the Company's services and facilities are governed by this Agreement, as well as the Privacy Policy and other documents posted on the site. These documents are integral parts of this Agreement.

Successful completion of identification and verification procedures and creation of a virtual assets wallet means full and unconditional acceptance by the Client of the terms and conditions set forth in this Agreement.

This Agreement shall be deemed to have been concluded with the Client, and its terms and conditions shall be deemed to have been mutually assumed by the Parties, from the moment the Client starts using the Company's services and facilities.

### TERMS AND DEFINITIONS

The terms used in this Agreement shall have the following meaning:

**Client Questionnaire** – data requested from the Client by the Company: surname, first name, patronymic (if any), date of birth, residence address according to passport or identity document, contact details of the Client allowing to establish communication with him/her (e-mail address and other contact details if necessary), information stipulated by internal regulatory documents or contractual obligations of the Company, including in the sphere of prevention of financing of terrorist activities and legalization (laundering) of proceeds of crime, as well as other information related to the legalization of terrorism.

**Blockchain** – a type of distributed ledger technology in which all data is recorded sequentially and distributed in blocks, with each new block linked to the previous block by a cryptographic signature.

**Verification** – a procedure for verifying the Client's and/or beneficial owner's identification data.

**Virtual asset** – a set of data in electronic digital form, which has a value, is a digital expression of value and/or a means of certifying property and/or non-property rights, which is created, stored and circulated using distributed ledger technology or similar technology and is not a monetary unit (currency), means of payment and security.

**Personal information (personal data)** – recorded information on a tangible medium about a specific person, identified with a specific person or which can be identified with a specific person, allowing to identify this person directly or indirectly, by reference to one or more factors specific to his/her biological, economic, cultural, civil or social identity.

**Identification** – a procedure for establishing identification data about the Client and/or the beneficial owner.

**Client** – a natural person with whom the Company establishes or has established a business relationship, who uses the Company's services and facilities.

**Virtual Assets Wallet** – a means (software application or other mechanism/carrier) for storing and transferring virtual assets.

**Virtual Asset Exchange Operator** – a virtual asset service provider that provides services for buying and selling (exchanging) virtual assets and/or exchanging between virtual assets on its own behalf.

**Operations (transactions)** – any operations (transactions) with funds, performed to establish, change or terminate civil rights and obligations with funds.

**Virtual Asset Service Provider** – a legal entity registered in the Kyrgyz Republic that provides one or more types of services related to virtual assets as a business activity based on a license issued by the Financial Market Regulation and Supervision Service under the Ministry of Economy and Commerce of the Kyrgyz Republic.

**Website** – the official website of the Company <https://swapster.fi/>.

**Sanctions List** – a list of individuals, legal entities, groups and organizations with respect to which there is information about their participation in terrorist or extremist activities and proliferation of weapons of mass destruction. The Consolidated Sanctions List of the Kyrgyz Republic and the Consolidated Sanctions List of the UN Security Council are used in the Kyrgyz Republic.

**Company's Services** – Telegram bot @SwapsterBot or Swapster mobile application.

**Parties (or Party)** – the Company and (or, if mentioned separately) the Client who has accepted this Agreement in full.

**Services** – services provided by the Company: storage, acceptance, sending, exchange of virtual assets (Bitcoin, Ethereum and more than 300 tokens), creation of checks (gift cards), AML checks.

## **RISK WARNING**

No information obtained through the Company's website, services and facilities is or may be construed as a recommendation, endorsement, invitation or offer to enter into any operation (transaction) or utilize any service, or otherwise engage in operations (transactions) with virtual assets. The Client understands that the Company does not advise on the nature, potential, value or suitability of any particular virtual asset, portfolio, transaction, investment strategy or any other matter. The information provided by the Company is not focused on the investment needs of any particular individual. The Client understands that investment in any virtual assets is subject to a number of risks and may result in a total loss of funds. More detailed information about the risks can be found in the Risk Disclosure Statement published on the Company's website. At the same time, the Client understands that the list of risks given in the Risk Disclosure Statement is not exhaustive. The Company shall not be liable for any losses that the Client may incur as a result of using its services.

The Client understands that markets are constantly changing, therefore any information provided on the Company's website or through its facilities may be incomplete or irrelevant or may be replaced by more current information, and the Client relies on such information at his/her own risk.

The AML-service of virtual asset checks provided by the Company shall also not be considered as advice, consultation, recommendation or offer to perform an operation (transaction), as the service provided is of an automated nature and provides a subjective assessment of the virtual assets being checked based on the data received from automated AML programs.

#### **TERMS AND PROCEDURE OF RELATIONS BETWEEN THE PARTIES**

In order to use the Company's services, the Client must undergo the identification and verification procedure by providing information according to the Client's questionnaire, as well as registration of virtual assets wallet in the Company's services by providing reliable information.

To establish a relationship, the following information is requested from the Client:

- surname, proper name, patronymic (if any);
- date of birth;
- address of residence, according to the passport or identity document;
- contact details of the Customer that allow to establish contact with him/her (e-mail address and other contact details, if necessary);
- other information stipulated by local acts or contractual obligations of the Company, including in the field of prevention of money laundering, financing of terrorist activities and financing of proliferation of weapons of mass destruction.

The Client undertakes to keep the provided information up to date.

Upon successful completion of the identification and verification procedures, the Client is assigned an identification number (ID) and a virtual assets wallet is registered. In case of unsuccessful completion of identification and verification procedures (for example, if the Client is included in the sanctions list), the Company shall reasonably refuse to provide its services to the Client.

From the moment the Company assigns an identification number to the Client and registers a virtual assets wallet, the Company assumes the rights and obligations to the Client specified in this Agreement.

The Client accesses the Company's services through its facilities.

The Client undertakes to use the Company's services only for lawful purposes and to comply with all applicable laws and regulations. The Client may not use the Company's services for illegal activities, including financing of terrorist activities, legalization (laundering) of criminal proceeds, fraud, as well as circumvention of sanctions.

The Company renders services only to Clients who have passed identification and verification procedures, as well as complying with other parameters and rules established by the Company and/or the norms of the current legislation.

The Company has the right to independently establish the range of Clients, defining the criteria for their selection at its discretion, which can be any individuals (both residents and non-residents of the Kyrgyz Republic).

The Company does not provide services and does not establish relations:

- with individuals under 18 years of age;
- non-residents of the Kyrgyz Republic residing in prohibited jurisdictions;
- with individuals on the sanctions list;
- with other persons at the discretion of the Company, if it is stipulated by its internal regulatory documents or related to fulfilment of contractual obligations.

The Company shall not establish business relations with Clients, suspend the provision of any services to Clients and immediately freeze operations (transactions) and/or funds of Clients for an indefinite period of time without their prior notice in case of suspicion that its services may be used by Clients for legalization (laundering) of

criminal proceeds, financing of terrorist and extremist activities, financing of proliferation of weapons of mass destruction and other illegal activities.

The Company does not open anonymous wallets or wallets with knowingly fictitious names.

Prior to performing operations (transactions) and rendering services with Clients, the Company shall have the right to verify whether the Client has the necessary level of knowledge (competence) to perform such operations (transactions) and use the Company's services by providing the Client with a questionnaire (test).

The Company shall have the right to request from the Client questionnaire and any other data that are necessary for the procedures of identification and verification of such Client.

The Company shall have the right to refuse to carry out operations (transactions) and render services to Clients:

- in respect of whom it has established that such Clients do not possess the required level of knowledge (competence) based on the results of passing the questionnaire (test);
- who have not undergone identification and/or verification procedures.

The Client is not allowed to register two or more virtual assets wallets.

If the Client tries to create and use two or more virtual assets wallets, upon detection of this fact, the Company has the right to terminate relations with such Client and/or stop providing services to him/her.

The Company may at any time suspend and/or cancel the terms of this Agreement in full or in part, suspend and/or terminate the provision of services to the Client and/or freeze the Client's virtual assets if it is determined that:

- the Client has not submitted the relevant documents and information necessary to fulfil the requirements for identification and verification of the Client and provision of services to the Client;
- the documents and information provided by the Client are unreliable;
- the participant of the operation (transaction) is an individual, including an individual entrepreneur, or an organization included in the sanctions list;
- the operation (transaction) is made by a natural person, included in the List of persons, groups, organizations, in respect of which there is information about their participation in legalization (laundering) of criminal proceeds and/or financing of terrorist activities.

The Company shall return and/or unfreeze the Client's virtual assets in the following cases:

- exclusion of an individual, including an individual entrepreneur, or an organization from the List of individuals, groups, and organizations in respect of which there is information about their involvement in money laundering and/or financing of terrorist activities;
- exclusion of an individual, including an individual entrepreneur, from the sanctions list;
- erroneous crediting of virtual assets in favour of the Client;
- provision by the Client of all necessary and/or reliable documents and information requested by the Company.

## **RIGHTS AND OBLIGATIONS OF THE PARTIES**

The Client has the right to:

- use the Company's services and facilities at his own discretion and to satisfy his legitimate interests, while complying with the terms of this Agreement;
- send messages to the Company on the subject of this Agreement and other documents of the Company, as well as on any other issues;
- refuse to fulfil this Agreement and stop using the Company's services and facilities;

- exercise other rights provided by the current legislation of the Kyrgyz Republic and this Agreement.

The Client shall:

- comply with the terms and conditions of this Agreement and other documents that are an integral part thereof, as well as to follow the requirements of the current legislation of the Kyrgyz Republic;
- immediately provide the Company with the documents and information requested by it, and follow the Company's instructions during the entire term of this Agreement, as well as at any time before and after its conclusion;
- not use the Company's services and facilities for illegal or other purposes not specified in this Agreement;
- not transfer access to your virtual assets wallet to third parties;
- not attempt to gain unauthorized access to any of the Company's services or its facilities by hacking, password mining or any other illegal means facilitating prohibited use/access to the Company's services and facilities;
- not attempt to test for vulnerability of the Company's facilities or violate the security measures utilized;
- not use any device, software to interfere or attempt to interfere with the proper operation of the Company's facilities;
- immediately notify the Company if the Client discovers or suspects a security breach related to the virtual assets wallet;
- create and use no more than one virtual assets wallet;
- independently monitor changes to the Agreement and other documents of the Company;
- provide the Company with up-to-date documents and information requested by the Company and notify the Company in a timely manner of any changes to such documents and information.

The Company shall:

- provide services in full, of proper quality, in accordance with the procedure stipulated by this Agreement and the norms of the current legislation of the Kyrgyz Republic;
- provide the Client with access to its services and facilities;
- maintain the security of storage of the Client's virtual assets, not to transfer the Client's personal data to any third parties without the Client's consent, except as provided by applicable law;
- comply with the Client's rights, terms of contractual obligations with the Client, and the current legislation of the Kyrgyz Republic.

The Company has the right to:

- at any time, unilaterally amend the terms of this Agreement and other documents of the Company;
- set minimum and maximum exchange limits for operations (transactions) with virtual assets, and notify the Client by placing relevant information on the website or in its services;
- determine individual terms of interaction with the Customer as the relevant need arises;
- suspend access to the provision of services at any time, for technical reasons;
- suspend, limit or block the Client's access to its services at any time and for any period of time, or terminate the Agreement unilaterally in case of violation of any of the provisions of the Agreement, or any term of other documents and/or rules governing the legal relations of the Parties;
- unilaterally terminate the Agreement in the following cases:

- absence, for more than 12 (twelve) months, of financial movements on the Customer's virtual assets wallet since the date of the last transaction;
  - failure to provide relevant documents necessary to fulfill the requirements of identification and verification of the Client, as well as other measures of due diligence of the Client;
  - providing unreliable information in the relevant documents necessary for fulfillment of the Customer identification and verification requirements, as well as other Customer due diligence measures;
  - failure to respond to previously sent requests from the Customer.
- exercise other rights provided by this Agreement and the current legislation of the Kyrgyz Republic.

The Parties shall:

- observe confidentiality and commercial secrecy with respect to information the disclosure of which may prejudice the rights and legitimate interests of the Parties;
- not commit actions that may damage the rights and legitimate interests of the Parties and/or entail violation of the current legislation of the Kyrgyz Republic;
- immediately notify each other of the occurrence of circumstances that may lead to violation of the rights and legitimate interests of the Parties and/or norms of the current legislation of the Kyrgyz Republic;
- duly fulfil their obligations under this Agreement.

## **REPRESENTATIONS AND WARRANTIES**

The Client represents and warrants that:

- he/she has reached the age of 18, is legally capable and has the right to use the Company's services and facilities in accordance with the laws of the jurisdiction from which he/she accesses the Company's services and facilities;
- the terms of this Agreement and all obligations under it are accepted by the Client consciously, voluntarily, in the absence of a confluence of difficult for the Client or other similar circumstances, delusion, threat, violence, and further may not refer to the presence of these circumstances when signing this Agreement;
- realizes and agrees that operations (transactions) that violate the legislation of the Kyrgyz Republic, as well as operations (transactions) that the Company considers suspicious, may be blocked by the Company for an indefinite period of time without prior notification and agreement with the Client;
- currently and previously the Client has not been prohibited from using, and the Client has not ever been temporarily restricted in access to the Company's services;
- at the time of entering into this Agreement, the Client does not have another virtual assets wallet in the Company's services.

## **ELECTRONIC EXCHANGE OF DOCUMENTS AND NOTICES**

The Parties have agreed on the admissibility of exchange of electronic documents and other legally significant notices in the Company's services. Any documents and other legally significant notices sent by the Client through the Company's services shall be recognized as signed with the Client's simple electronic signature and shall be equivalent to paper documents signed with the Client's handwritten signature.

Scanned copies of paper originals that the Client sends to the Company shall be:

- identical to the paper originals;
- colour;
- in jpeg, pdf, or png format;
- in case of a large number of separate files attached to a single archive in rar or zip format.

The Company may request from the Client originals or notarized copies of any documents sent electronically by the Client.

Any notices containing information of any nature sent by the Company shall be deemed officially sent and received by the Client if sent to the Client in any of the following ways:

- by e-mail to the Client's e-mail address, which he/she indicated during the identification and verification procedures;
- through the Company's facilities.

The date of receipt of the notice by the Client shall be considered the date of sending the notice by the Company in an appropriate manner, regardless of whether the Client has received the notice or not. In this case, if the Client has changed or lost the technical means by which he/she accessed the Company's services and facilities, and/or has changed or lost his/her cell phone number and/or Telegram account, and/or has changed or lost his/her e-mail address, through which the Client received notifications sent by the Company, and the Company has not been duly notified by the Client, the Company shall not be liable for non-receipt of notifications by the Client and/or their receipt by third parties.

The Client shall immediately notify the Company of any changes in the original data provided to the Company, as well as other circumstances relevant to the fulfilment of the Parties' obligations under this Agreement.

### **PROHIBITED JURISDICTIONS**

The Company does not currently work with Clients from the following high-risk countries:

Algeria, Anguilla, Angola, Antigua and Barbuda, Aruba, Belize, Bermuda, British Virgin Islands, Burkina Faso, Venezuela, Gabonese Republic, Gabonese Republic, Guinea-Bissau, State of Libya, Grenada, Democratic Republic of Congo, Islamic Republic of Afghanistan, Islamic Republic of Iran, Islamic Republic of Yemen, Kenya, Principality of Andorra, Côte d'Ivoire, Democratic People's Republic of Korea, Lao People's Democratic Republic, Lebanon, Macao, Maldives, Monaco, Monaco, Montserrat, Mozambique, Namibia, Independent State of Samoa, Nepal, Niue (New Zealand), Cayman Islands, Cook Islands, Labuan Islands, Turks and Caicos Islands, Republic of Vanuatu, United Republic of Tanzania, Republic of Cameroon, Republic of the Congo, Republic of Iraq, Republic of Haiti, Republic of Mali, Republic of Mali, Republic of the Marshall Islands, Republic of Mauritius, Republic of Nauru, Republic of Panama, Republic of the Seychelles, Republic of the Union of Myanmar, Republic of the Sudan, Republic of South Sudan, Saint Lucia, Republic of Saint Vincent and the Grenadines, Central African Republic, Federal Republic of Nigeria, Federal Republic of Somalia, Federal Republic of Saint Kitts and Nevis, Republic of Saint Vincent and the Grenadines, Socialist Republic of Viet Nam, Republic of South Africa, United States of America and its territories (Puerto Rico, American Samoa, Guam, Northern Mariana Islands and the U.S. Virgin Islands), European Union, United States of America and its territories (Puerto Rico, American Samoa, Guam, Northern Mariana Islands and the U.S. Virgin Islands (St. Croix, St. John and St. Thomas).

The list of prohibited jurisdictions is not final and is subject to change at any time at the Company's discretion and subject to legal and regulatory considerations. If it is determined that the Client has provided false information about his/her location or place of residence, the Company reserves the right to take any appropriate action in accordance with applicable laws and regulations, including immediate termination of services to the Client and freezing of the Client's transaction(s) and/or virtual assets. The Client shall notify the Company at the earliest opportunity that he/she has become a resident of any of the above prohibited countries.

### **COMMISSIONS**

The Company has the right to establish a commission for its services in accordance with this Agreement. The Company shall notify the Client through its facilities of the current commission at the time of the operation (transaction).

The Company also has the right to formulate and adjust the commission for services, as well as to set a specific fee for the use of services.

Different services of the Company are charged separately and independently of each other.

Unless otherwise stated or agreed, the Client agrees that the Company has the right to deduct the aforementioned commission directly from the virtual assets held in the Client's virtual assets wallet.

The Company is not responsible for third party fees for blockchain and payment system services, nor for the Company's notification of such fees.

#### **LIABILITY OF THE PARTIES**

In case of improper fulfilment of the undertaken obligations under this Agreement, the Parties shall be liable in accordance with the procedure determined by the current legislation of the Kyrgyz Republic and this Agreement.

In case of damage to the rights and legitimate interests of one of the Parties to this Agreement, the guilty Party shall compensate the damage in full. At the same time, the Company shall be liable to the Client only for wilful failure to fulfil (improperly fulfil) the terms of this Agreement in accordance with the current legislation of the Kyrgyz Republic. In this case, the Company shall compensate the Client for any losses incurred by the Client due to such circumstances in full, unless otherwise provided for by the legislation of the Kyrgyz Republic.

The Company provides its services and facilities to the Client on an "as is" basis and is not responsible for meeting the Client's expectations, nor does the Company promise that the Client will receive any predetermined result from the use of the Company's website, services and facilities.

To the extent permitted by applicable law, neither the Company nor its affiliates shall be liable for any damages in connection with the Client's use of information posted on the Company's website, its services and facilities.

The use of any information obtained through or through the use of the Company's website, services and facilities is at the Client's sole risk. To the extent permitted by applicable law, the Company disclaims any responsibility with respect to decisions made by the Client on the basis of information obtained from the Company's website or through the use of its services and facilities.

The Company does not guarantee operational and functional support of the Company's website, services and facilities. To the extent permitted by applicable law, the Company shall be exempt from liability in the event of any defects or unavailability of the site, its services and facilities, as well as any direct or indirect losses resulting from access or lack of access to the Company's site, services and facilities and/or their use.

The Company shall not be liable for any damages caused by service interruptions, technical errors, malicious programs or files, or other factors beyond the control of the Company.

The Company shall not be liable for non-receipt of purchased virtual assets if the Client provides incorrect virtual assets wallet information.

The Company shall not be liable to the Client or any third party for termination of the Client's access to the Company's services and facilities due to the Client's violation of any terms and conditions of this Agreement and/or on other grounds defined by this Agreement.

The Company shall not be liable to the Client for any losses, lost profits, material damage, indirect losses and loss of profits.

The Client shall be liable to the Company for causing any losses to the Company due to the Client's provision of false information required for the conclusion and fulfilment of the terms of this Agreement, and undertakes to reimburse them in full.

#### **RESPONSIBILITY FOR THE ACTIONS OF THIRD PARTIES**

By accepting this Agreement, the Client confirms and undertakes to be independently liable to third parties for his/her actions related to the use of the Company's services and facilities, including responsibility for violations of the rights and legally protected interests of third parties, as well as for violations of the provisions of the law of the country of his/her residence or other country that is the center of the Client's main interests, if the law of such country will be applicable to the Client's illegal actions regardless of the terms of this Agreement.

The Company is not responsible for the actions of third parties performed on behalf of the Client and any consequences from these actions.



## **FORCE MAJEURE**

The Company shall not be liable for any delay, failure or interruption of service due directly or indirectly to any cause or condition beyond its reasonable control, including, but not limited to, any delay or failure caused by acts of God, 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 failures, or other events that are beyond the reasonable control of the Company.

## **WEBSITE CONTENT**

The Company's website, including any information, graphics, aesthetic, technical and other effects, is aimed at informing Clients about the Company's services and facilities.

The Company has the full right to adapt and make changes to the content of the website at its discretion without prior notice to the Client.

The Company undertakes to make reasonable and sufficient efforts to keep the content of the website up to date. At the same time, not all information may be current and complete. The Company does not guarantee the accuracy of the content and is not responsible for it.

Any examples in the content of the website are illustrative in nature. The company undertakes to make every effort to correctly display present and future services and services, at the same time they may differ in reality.

## **PERSONAL DATA**

The Company strives to protect the rights of Clients and the confidentiality of their personal data. The Company collects Clients' personal data only to the extent necessary to ensure proper provision of services to Clients and compliance with the requirements of the legislation on combating the financing of terrorist activities and money laundering.

To familiarize yourself with how the Company collects and processes personal data of Clients, please refer to its Privacy Policy.

The Company has the right to disclose any information about the Client, if disclosure of this information is necessary in connection with internal or external (state) investigations and/or complaints from third parties regarding the misuse of the Company's services and facilities by the Client, or to identify the Client who violates the normal operation of the Company's services and facilities and/or the rights and legitimate interests of third parties.

The Company also has the right to disclose any information about the Client to fulfil legal requirements (for example, at the request of judicial and law enforcement authorities).

## **STORAGE OF DOCUMENTS AND INFORMATION**

The Company shall ensure storage of documents and information received from the Client (including documents received in the course of determining the level of knowledge (competence), as well as information on performed operations (transactions) for at least 5 calendar years from the date of receipt of such documents and information.

## **SAFETY**

The Client undertakes to take all necessary measures to ensure the security of his/her virtual assets wallet. The Client shall not, without the express authorization of the Company, provide access to its virtual assets wallet to third parties, including by communicating passwords from devices and applications through which the Company's services and facilities are accessed.

The Client is solely responsible for ensuring that his devices used to access the Company's services and facilities are secure. The Client is solely responsible for loss or damage incurred as a result of unauthorized access to the virtual assets wallet by third parties.

## **INTELLECTUAL PROPERTY**

Texts, graphic images, colour content and other elements used on the Company's website and facilities are protected by copyright. The content of the website and facilities is the intellectual property of the Company and is protected by applicable law.

The use of the Company's intellectual property is possible only under the condition of personal and non-commercial use, with indication of the source and with the prior written consent of the Company.

Any illegal actions in relation to the Company's intellectual property will lead to prosecution of those responsible in accordance with applicable law. The Company reserves the right to conduct investigations to notify the competent authorities of infringing persons and actions in accordance with applicable law.

#### **DELIMITABILITY**

If one or more provisions of the Agreement are held invalid, regardless of the reasons, the remaining provisions contained in this Agreement shall not be affected in any way and shall remain valid and enforceable.

#### **LANGUAGE**

The Agreement may be written in several languages of equal legal effect. In case of discrepancies between the versions in different languages, the Russian language version will prevail.

#### **APPLICABLE LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by the laws of the Kyrgyz Republic.

Any dispute arising out of or in connection with this Agreement or the Company's services and facilities, including any questions regarding their existence, validity or termination, shall be resolved in accordance with the applicable laws of the Kyrgyz Republic.

The Parties agree that in case of disputes, they will make every effort to settle them in a pre-trial manner. In the event that pre-trial settlement between the Parties is not reached, the Parties may file a claim in court in accordance with the applicable laws of the Kyrgyz Republic. The Parties undertake to keep confidentiality of all matters related to the court proceedings.

#### **TERM OF VALIDITY OF THE AGREEMENT**

This Agreement shall come into force from the date of acceptance of its terms by the Client and shall remain in force until terminated by the Parties.

This Agreement may be unilaterally terminated by the Company at any time, without any prior notice to the Client and coordination with him, provided that the Client fails to fulfil his/her obligations under this Agreement and misuse of services and services of the Company.

Termination of this Agreement shall automatically terminate the obligations of the Parties.

#### **CONTACTS**

If you have any questions regarding this Agreement, please contact us by e-mail at [info@swapster.fi](mailto:info@swapster.fi) or via Telegram @SwapsterSupport. The Company strives to respond to your inquiries as quickly as possible.

#### **AMENDMENTS TO THE AGREEMENT**

This Agreement is current as of the effective date set forth above. The Company may update and amend this Agreement at any time by posting the amended version on <https://swapster.fi/>, the Telegram bot @Swapsterbot or the Swapster mobile application, including the effective date of the amended version. The Client shall be deemed to have accepted the updated version of this Agreement if he/she continued using the Company's services and facilities after the updated version comes into effect. If the Client does not agree with the changes and/or amendments made to this Agreement, the Client shall immediately cease any use of the Company's services and facilities.

