

## TERMS OF USE

Version dated May 20<sup>th</sup> 2022

### 1. GENERAL INFORMATION

#### 1.1 THE COMPANY

These Terms of Use (hereinafter referred to as "**TOU**" or the "**Agreement**") are concluded between, firstly, the company APESU, a French *société par actions simplifiée* having its registered office at 5 avenue du Général De Gaulle 94160 Saint-Mandé, registered with the *Registre du Commerce et des Sociétés* of Créteil under number 905 300 323, represented by its Chief Executive Officer (*Président*), Mr. David BOUBA (hereinafter referred to as "**SWAAP**" or the "**Company**", "**Us**", "**We**", "**Our**"), and, secondly, a user (hereinafter referred to as the "**User**", "**You**", "**Yours**"), who visits or uses SWAAP's website accessible at the URL <https://beta.swaap.finance> (hereinafter referred to as the "**Site**").

SWAAP and the User are hereafter individually referred to as a "**Party**" and referred to jointly as the "**Parties**".

SWAAP develops an automatic market maker (hereinafter referred to as "**AMM**"), specifically designed to passively provide sustainable yields on arbitrary assets (hereinafter referred to as "**Protocol**" or "**Application**").

SWAAP OWNS AND OPERATES THE SITE WHICH ACTS AS A FRONT-END ONLY TO THE DECENTRALIZED PROTOCOL ("**DEX**"), GIVING THE USERS AN ACCESS POINT TO THE PROTOCOL (HEREINAFTER REFERRED TO AS "**ACCESS**").

The Site is also intended to provide Users with information in order to discover the activity of the Company, its news (events, publications, etc.) and tutorials to guide them in their use of the Site. As such SWAAP provides information and resources about the fundamentals of the decentralized non-custodial liquidity Protocol.

#### 1.2 BINDING AGREEMENT

BY ACCESSING OR USING SWAAP'S FRONT-END, WHICH INCLUDE OUR VARIOUS WEBSITES, INCLUDING, WITHOUT LIMITATION, [HTTPS://BETA.SWAAP.FINANCE](https://beta.swaap.finance) (AND ANY RESPECTIVE SUBDOMAINS) (COLLECTIVELY HEREINAFTER REFERRED TO AS THE "**SERVICES**"), YOU ARE ENTERING INTO A BINDING AGREEMENT WITH US THAT INCLUDES THESE TOU.

To the extent that there is a conflict between these TOU and any applicable additional documents, these TOU will apply unless expressly stated otherwise. If you don't agree with these TOU, you may not use the Services and should not visit the Site or otherwise engage with the Services.

#### 1.3 USE OF THE SERVICES

To use the Services, you must legally be able to enter into the Agreement. By using the Services, you represent and warrant that you meet the eligibility requirement. If you do not

meet the requirement, you must not access or use the Site or the Services.

## **1.4 UPDATE OF THE SERVICES AND THE TOU**

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We may update the Services, the Agreement, and any part of the TOU at any time, for any reason, at our sole discretion. Once any part of the Agreement is updated and in effect, you will be bound by the TOU if you continue to use the Services, including by accessing the Site. We may, at any time, and without liability to you, modify or discontinue all or part of the Services (including access to the Services via any third-party links). You may contact us with questions about your use of the Services at gm@swaap.finance. When you communicate with us electronically, you consent to receive communications from us electronically.

YOU SHOULD REVIEW THE TOU FROM TIME TO TIME TO ENSURE THAT YOU UNDERSTAND THE TOU AND CONDITIONS THAT APPLY TO YOU WHEN YOU ACCESS OR USE THE SITE.

## **1.5 WARNING**

We strongly recommend that you do not use the Site or the Protocol if you are not an expert in cryptocurrencies and blockchain technology. By using or otherwise accessing the Site, you shall be deemed to acknowledge that you do so with full consent and full knowledge of these TOU having first read these TOU and your participation will be deemed to be your unequivocal and express agreement to be bound by these TOU.

## **2. THE SERVICES**

### **2.1 A DECENTRALIZED FINANCE APPLICATION**

As part of the Site, SWAAP provides Access, and Access only, to a decentralized finance Application on the blockchain.

Using the Protocol may require that the User must pay a fee on the blockchain and not to SWAAP, to perform a transaction (such as gas charges). The User acknowledges and agrees that SWAAP has no control over any transactions, the method of payment of any transactions, or any actual payments of transactions. The User must ensure that he/she has sufficient balance to complete any transaction on the Protocol before initiating such transaction.

Users acknowledge and agree that SWAAP has no control over any transactions over the Protocol, the method of payment of any transactions or any actual payments of transactions.

Accordingly, Users must ensure they have sufficient balance on their cryptocurrency wallet to complete any transaction on the Protocol or the blockchain network before initiating such transaction.

All information provided in connection with your access and use of the Site and the Services is for informational purposes only. You should not take, or refrain from taking, any action based on any information contained on the Site or any other information that we make available at any time, including blog posts, data, articles, links to third-party content, discord content, news feeds, tutorials, tweets, and videos.

Before you make any financial, legal, technical, or other decisions involving the Services, you should seek independent professional advice from a licensed and qualified individual in the

area for which such advice would be appropriate. The Services provide, or third parties may provide, links to other sites, applications, or resources. You acknowledge and agree that we are not responsible for the availability of such external sites, applications or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

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You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such site or resource. Because the Site provides information about the Protocol, these TOU also provide some information about the use of the Protocol. This information is not intended to be comprehensive or address all aspects of the Protocol. There is additional documentation on the Site about the functioning of the Protocol or its ecosystem or community.

## **2.2 ABOUT THE PROTOCOL ECOSYSTEM**

It is important to understand that neither we nor any affiliated entity is a party to any transaction on the blockchain networks underlying the Protocol; we do not have possession, custody or control over any crypto assets appearing on the Services; and we do not have possession, custody, or control over any User's funds.

Further, we do not store, send, or receive any crypto assets. You understand that when you interact with any Protocol's smart contracts, you retain control over your crypto assets at all times. The private key associated with the wallet address from which you transfer crypto assets or the private key associated is the only private key that can control the crypto assets you transfer into the smart contracts.

You alone are responsible for securing your private keys. We do not have access to your private keys. Due to the non-custodial and decentralized nature of the technology, we are not intermediaries, agents, advisors, or custodians, and we do not have a fiduciary relationship or obligation to you regarding any other decisions or activities that you affect when using our Services. You acknowledge that we, for the avoidance of doubt, do not have any information regarding any users, users' identities, or services beyond what is available or obtainable publicly via the blockchain. We are not responsible for any activities you engage in when using Services, and you should understand the risks associated with crypto assets, blockchain technology generally, and our Services.

**The Protocol may be deployed on multiple blockchain-based networks, and we are not responsible for the operation of such networks.**

The software underlying blockchain networks on which the Protocol is deployed, including, for example, the Ethereum blockchain, is open source, which means that anyone can use, utilize, and build on top of it. By using the Services, you acknowledge and agree that:

- (i) we are not responsible for the operation of the blockchain-based software and networks underlying the Protocol;
- (ii) there exists no guarantee of the functionality, security, or availability of that software and networks; and
- (iii) the underlying blockchain-based networks are subject to sudden changes in operating rules, such as those commonly referred to as "forks".

**Transactions on the blockchain are not anonymous.**

A widespread belief is that transactions involving blockchains are anonymous. In fact, a

central feature of blockchains and thus, blockchain-based transactions, are that they are transparent. Your public key and your wallet address, which you need to buy or sell items on the blockchain, are visible to anyone. To the extent your public key or wallet address can be linked back to you, it would be possible for someone to determine your identity and the crypto assets you own.

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**There may be associated blockchain fees.**

All transactions using blockchains require the payment of gas fees, which are essentially transaction fees paid on every transaction that occurs on the selected blockchain network. Please note that gas fees are non-refundable. We do not provide any services to Users or deliver, hold, and/or receive payment for crypto assets. We do not receive any fees for any transactions, the Services, or the Site.

**SWAAP ecosystem and community contributors are independent.** All community contributors to the ecosystem around the Protocol are independent of us, and we will not have and do not assume any liability or responsibility for their actions or omissions.

### **3. ASSUMPTION OF RISK**

**You assume the risks of engaging in transactions that rely on smart contracts and other experimental technology.**

Transactions on the Protocol rely on smart contracts stored on various blockchains, cryptographic tokens generated by the smart contracts, and other nascent software, applications and systems that interact with blockchain-based networks. These technologies are experimental, speculative, inherently risky, and subject to change. Among other risks, bugs, malfunctions, cyberattacks, or changes to the applicable blockchain (e.g., forks) could disrupt these technologies and even result in a total loss of crypto assets, their market value, or digital funds. You are solely responsible for the safekeeping of the private key associated with the blockchain address used to interact with the Protocol. We assume no liability or responsibility for any such risks. If you are not comfortable assuming these risks, you should not access or engage in transactions using blockchain-based technology.

One of the other defining features of blockchain technology is that its entries are immutable, which means, as a technical matter, they generally cannot be deleted or modified by anyone. This includes smart contracts and crypto assets generated and programmed by smart contracts. **THUS, TRANSACTIONS RECORDED ON THE BLOCKCHAIN, INCLUDING TRANSFERS OF CRYPTOASSETS AND DATA PROGRAMMED INTO THESE ASSETS (SUCH AS REVENUE AND INTEREST ALLOCATIONS), MUST BE TREATED AS PERMANENT AND CANNOT BE UNDONE BY US OR BY ANYONE. YOU MUST BE VERY CAREFUL WHEN YOU FINALIZE ANY TRANSACTION THAT WILL BE RECORDED ON THE BLOCKCHAIN.**

**We are not liable for any third-party services or links.**

We are not responsible for the content or services of any third-party, including, without limitation, any network, or apps like Discord, or MetaMask, and we make no representations regarding the content or accuracy of any third-party services or materials. The use and access of any third-party products or services, including through the Services, is at your own risk.

**You agree to the automated collection and disbursement of proceeds by smart contracts. You acknowledge and agree that all transactions accessed through the Services will be automatically processed using one or more blockchain-based smart contracts. By engaging in transactions using the Services, you acknowledge and consent to the automatic processing of all transactions in connection with using the Services. You further acknowledge and agree that the applicable smart contract will dictate how the funds of a transaction and ownership of crypto assets are distributed.**

**You acknowledge the risks of using the Services. You bear sole responsibility for evaluating the Services before using them, and all transactions accessed through the**

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**Services are irreversible, final, and without refunds. The Services may be disabled, disrupted or adversely impacted as a result of sophisticated cyber-attacks, surges in activity, computer viruses, and/or other operational or technical challenges, among other things. We disclaim any ongoing obligation to notify you of all of the potential risks of using and accessing our Services. You agree to accept these risks and agree that you will not seek to hold SWAAP responsible for any consequent losses.**

**You are solely responsible for the security of your wallet.** You understand and agree that you are solely responsible for maintaining the security of your wallet. Any unauthorized access to your wallet by third parties could result in the loss or theft of any crypto asset, or any funds held in your account and any associated accounts. You understand and agree that we have no involvement in, and you will not hold us responsible for managing and maintaining the security of your wallet. You further understand and agree that we are not responsible, and you will not hold us accountable, for any unauthorized access to your wallet. It is your responsibility to monitor your wallet.

**We reserve the right to restrict your access from engaging with the Services.** You agree that we have the right to restrict your access to the Services via any technically available methods if we suspect, in our sole discretion, that (a) you are using the Services for money laundering or any illegal activity; (b) you have engaged in fraudulent activity; (c) you have acquired crypto assets using inappropriate methods, including the use of stolen funds to purchase such assets; (d) you are the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or any other legal or regulatory authority in any applicable jurisdiction; (e) either you, as an individual or an entity, or your wallet address is listed on the Specially Designated Nationals and Blocked Persons List ("SDN List"), Consolidated Sanctions List ("Non-SDN Lists), or any other sanctions lists administered by OFAC; (f) you are located, organized, or resident in a country or territory that is, or whose government is, the subject of sanctions, including but not limited to Côte d'Ivoire, Cuba, Belarus, Iran, Iraq, Liberia, North Korea, Sudan, and Syria; or (g) you have otherwise acted in violation of these TOU. If we have a reasonable suspicion that you are utilizing the Site for illegal purposes, we reserve the right to take whatever action we deem appropriate.

**We do not guarantee the quality or accessibility of the Services.**

As a condition to accessing or using the Services or the Site, you acknowledge, understand, and agree that from time to time, the Site and the Services may be inaccessible or inoperable for any reason, including, but not limited to equipment malfunctions, periodic maintenance procedures or repairs, causes beyond our control or that we could not reasonably foresee, disruptions and temporary or permanent unavailability of underlying blockchain infrastructure or unavailability of third-party service providers or external partners for any reason.

You acknowledge and agree that you will access and use the Services, including, without limitation, the Site at your own risk. You should not engage in blockchain-based transactions unless it is suitable given your circumstances and financial resources. By using the Services, you represent that you have been, are and will be solely responsible for conducting your own due diligence into the risks of a transaction and the underlying smart contracts and crypto assets.

#### **4. TAXES AND PROHIBITED PERSONS**

**You are responsible for your taxes and duties.** Users bear sole responsibility for paying any and all taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority associated with their use of the Services, and/or payable as the result of using and/or exploiting any crypto assets and interacting with smart contracts. Blockchain-based transactions are novel, and their tax treatment is uncertain.

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You represent and warrant that You are not using the front-end SWAAP if You are resident in one of the following countries: Afghanistan, Albania, Angola, Azerbaijan, Bosnia Herzegovina, Bahamas, Barbados, Burma, Botswana, Burkina Faso, Burundi, Cayman Islands, Cambodia, Cameroon, Crimea (Ukraine), Chad, China, Congo, Democratic Republic of Congo, Cuba, Ethiopia, Eritrea, Fiji, Palau, Ghana, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Jamaica, Jordan, Lao People's Democratic Republic, Uganda, Liberia, Libya, Madagascar, Mali, Malta, Morocco, Mozambique, Nicaragua, Nigeria, North Korea, Pakistan, Panama, Philippines, Puerto Rico, Russia, Senegal, Somalia, Sri Lanka, Sudan, Syria, Tajikistan, Trinidad and Tobago, Turkey, Turkmenistan, United States, Uzbekistan, Vanuatu, Venezuela, U.S. Virgin Islands, Yemen, Zimbabwe.

#### **5. ACCESS TO THE SERVICES**

**We grant you a license to use our Services.** Contingent upon your ongoing compliance with the Agreement, we grant you a personal, worldwide, revocable, non-exclusive and non-assignable license to use the software provided to you as part of our Services. The only purpose of this license is to allow you to use and enjoy the Services solely as permitted by these TOU.

**We own all rights in the Services.** We own any and all right, title, and interest in and to the Services including, without limitation, any and all copyrights in and to any content, code, data, or other materials that you may access or use on or through the Services; however, the code for the Protocol and the front-end interface is open-sourced. Except as expressly set forth herein, your use of or access to the Services does not grant you any ownership or other rights therein.

**We may use and share your feedback.** Any comments, bug reports, ideas, or other feedback that you may provide about our Services, including suggestions about how we might improve our Services, are entirely voluntary. You agree that we are free to use or not use any feedback that we receive from you as we see fit, including copying and sharing such feedback with third parties, without any obligation to you.

#### **6. PROHIBITED CONTENT**

You may only use the Services if you comply with this Agreement (including, without limitation, these TOU), applicable third-party policies, and all applicable laws, rules, regulations and related guidance. The following conduct is prohibited:

- using the Services for, or to promote or facilitate, illegal activity (including, without limitation, money laundering, financing terrorism, tax evasion, buying or selling illegal drugs, contraband, counterfeit goods, or illegal weapons);
- exploiting the Services for any unauthorized commercial purpose;
- uploading or transmitting viruses, worms, Trojan horses, time bombs, cancel bots, spiders, malware or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services;
- attempting to or actually copying or making unauthorized use of all or any portion of the Services, including by attempting to reverse compile, reformatting or framing, disassemble, reverse engineer any part of the Services;
- harvesting or otherwise collecting information from the Services for any unauthorized purpose;
- using the Services under false or fraudulent pretenses or otherwise being deceitful;
- interfering with other users' access to or use of the Services;
- interfering with or circumventing of the security features of the Services or any third party's systems, networks or resources used in the provision of Services;

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- engaging in any attack, hack, denial-of-service attack, interference, or exploit of any smart contract in connection with use of the Service (and operations performed by a user that are technically permitted by a smart contract may nevertheless be a violation of our Agreement, including these TOU, and the law); or
- engaging in any anticompetitive behavior or other misconduct.

**Violating our rules may result in our intervention.** You agree and acknowledge that if you use the Services to engage in conduct prohibited by applicable law, permanently reserve the right to completely or partially restrict or revoke your access to the Services, either completely or for a period of time, at our sole discretion. We reserve the right to amend, rectify, edit, or otherwise alter transaction data to remediate or mitigate any damage caused either to us or to any other person as a result of a user's violation of this Agreement or applicable law.

**We reserve the right to investigate violations.** We reserve the right to investigate and prosecute any suspected breaches of this Agreement, including the TOU. We may disclose any information as necessary to satisfy any law, regulation, legal process, or governmental request.

## **7. DISCLAIMERS AND LIMITATION OF LIABILITY**

**We make no representations or warranties.** THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR PARENTS, SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, AND LICENSORS (COLLECTIVELY, THE "SWAAP INDEMNIFIED PARTIES") MAKE NO GUARANTEES OF ANY KIND IN CONNECTION WITH THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SWAAP INDEMNIFIED PARTIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR:

- **THE SERVICES BEING ACCURATE, COMPLETE, CURRENT, RELIABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. INFORMATION (INCLUDING, WITHOUT LIMITATION, THE VALUE OR OUTCOME OF ANY TRANSACTION) AVAILABLE THROUGH THE SERVICE IS PROVIDED FOR**

**GENERAL INFORMATION ONLY AND SHOULD NOT BE RELIED UPON OR USED AS THE SOLE BASIS FOR MAKING DECISIONS. ANY RELIANCE ON THE SERVICES IS AT YOUR OWN RISK.**

- **INJURY OR DAMAGE RESULTING FROM THE SERVICES. FOR EXAMPLE, YOU EXPRESSLY ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THE SERVICES MAY CONTAIN AUDIO-VISUAL EFFECTS, STROBE LIGHTS OR OTHER MATERIALS THAT MAY AFFECT YOUR PHYSICAL SENSES AND/OR PHYSICAL CONDITION. FURTHER, YOU EXPRESSLY ACKNOWLEDGE THAT THE SWAAP INDEMNIFIED PARTIES ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE CAUSED BY ANOTHER USER'S CONDUCT, UNAUTHORIZED ACTORS, OR ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES.**
- **VIRUSES, WORMS, TROJAN HORSES, TIME BOMBS, CANCEL BOTS, SPIDERS, MALWARE OR OTHER TYPE OF MALICIOUS CODE THAT MAY BE USED IN ANY WAY TO AFFECT THE FUNCTIONALITY OR OPERATION OF THE SERVICES.**

**Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY SWAAP INDEMNIFIED PARTY BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL,

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INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH: (A) THE SERVICES OR YOUR INABILITY TO USE OR ACCESS THE SERVICES; (B) MISUSE OF THE SERVICES (INCLUDING WITHOUT LIMITATION, UNAUTHORIZED ACCESS OF THE SERVICES); (C) ANY USER CONDUCT ON THE SERVICES; OR (D) TERMINATION, SUSPENSION OR RESTRICTION OF ACCESS TO ANY THE SERVICES.

IN ADDITION TO THE FOREGOING, NO SWAAP INDEMNIFIED PARTY SHALL BE LIABLE FOR ANY DAMAGES CAUSED IN WHOLE OR IN PART BY: (A) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUCTED SMART CONTRACTS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR DATA LOSS; (C) THE MALFUNCTION, UNEXPECTED FUNCTION OR UNINTENDED FUNCTION OF THE BLOCKCHAIN, ANY COMPUTER OR CRYPTOASSET NETWORK (INCLUDING ANY WALLET PROVIDER), INCLUDING WITHOUT LIMITATION LOSSES ASSOCIATED WITH NETWORK FORKS, REPLAY ATTACKS, DOUBLE-SPEND ATTACKS, SYBIL ATTACKS, 51% ATTACKS, GOVERNANCE DISPUTES, MINING DIFFICULTY, CHANGES IN CRYPTOGRAPHY OR CONSENSUS RULES, HACKING, OR CYBERSECURITY BREACHES; (D) ANY CHANGE IN VALUE OF ANY CRYPTOASSET; (E) ANY CHANGE IN LAW, REGULATION, OR POLICY; (VI) EVENTS OF FORCE MAJEURE; OR (F) ANY THIRD PARTY.

THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TOU HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE SWAAP INDEMNIFIED PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE.

IN NO EVENT WILL THE SWAAP INDEMNIFIED PARTIES' CUMULATIVE LIABILITY TO YOU OR ANY OTHER USER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF



LIABILITY EXCEED ONE THOUSAND U.S. DOLLARS (U.S. \$1,000.00). UNDER NO CIRCUMSTANCES SHALL ANY SWAAP INDEMNIFIED PARTY BE REQUIRED TO DELIVER TO YOU ANY VIRTUAL CURRENCY AS DAMAGES, MAKE SPECIFIC PERFORMANCE, OR ANY OTHER REMEDY. IF YOU WOULD BASE YOUR CALCULATIONS OF DAMAGES IN ANY WAY ON THE VALUE OF VIRTUAL CURRENCY, YOU AND WE AGREE THAT THE CALCULATION SHALL BE BASED ON THE LOWEST VALUE OF THE VIRTUAL CURRENCY DURING THE PERIOD BETWEEN THE ACCRUAL OF THE CLAIM AND THE AWARD OF DAMAGES.

Some jurisdictions do not allow the exclusion or limitation of certain warranties and liabilities provided in this section; accordingly, some of the above limitations and disclaimers may not apply to you. To the extent applicable law does not permit SWAAP Indemnified Parties to disclaim certain warranties or limit certain liabilities, the extent of SWAAP Indemnified Parties' liability and the scope of any such warranties will be as permitted under applicable law.

## **8. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless SWAAP Indemnified Parties from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (a) your breach or alleged breach of the Agreement (including, without limitation, these TOU); (b) anything you contribute to the Services; (c) your misuse of the Services, or any smart contract and/or script related thereto; (d) your violation of any laws,

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rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities; (e) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property, or privacy right; (f) your use of a third-party product, service, and/or website; or (g) any misrepresentation made by you. We reserve the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with our defense of any claim. You will not in any event settle any claim without our prior written consent.

## **9. TERMINATION - CANCELLATION**

This Agreement is effective unless and until terminated by either you or us. You may terminate your Agreement with us at any time by ceasing all access to the Site or the Services. If, in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of the Agreement (including without limitation any provision of these TOU), we reserve the right to terminate our Agreement with you and deny you access to the Services. We further reserve the right to restrict your access to the Site or to stop providing you with all or a part of the Services at any time and for no reason, including, without limitation, if we reasonably believe: (a) your use of the Services exposes us to risk or liability; (b) you are using the Services for unlawful purposes; or (c) it is not commercially viable to continue providing you with our Services. All of these are in addition to any other rights and remedies that may be available to us, whether in equity or at law, all of which we expressly reserve.

WE RESERVE THE RIGHT TO MODIFY THE SERVICES AT ANY TIME, BUT WE HAVE NO OBLIGATION TO UPDATE THE SERVICES. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO MONITOR CHANGES TO THE SERVICES THAT MAY AFFECT YOU. YOU AGREE THAT WE MAY REMOVE THE SERVICES AND/OR ANY CONTENT THEREON FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICES AT ANY

TIME, WITHOUT NOTICE TO YOU.

## **10. SEVERABILITY**

If any provision of the Agreement (including, without limitation, these TOU) is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Agreement. Such determination shall not affect the validity and enforceability of any other remaining provisions.

## **11. ASSIGNMENT**

The User formally agrees, in advance, that SWAAP can assign or transfer to a third party the TOU or all or part of its rights and obligations under the TOU, without notice or prior information for the User.

## **12. ENTIRE AGREEMENT**

The Agreement (including, without limitation, these TOU, and the SWAAP Privacy Policy and any policies or operating rules posted by us on the Services constitute the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these TOU). Any failure by us to exercise or enforce any right or provision of the Agreement (including, without limitation, these TOU) shall not constitute a waiver of such right or provision.

## **13. LANGUAGE - APPLICABLE LAW - JURISDICTION**

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These TOU are written in English. If they are translated into one or more foreign languages, only the English text will be deemed authentic in case of a dispute.

The Site is governed by the laws of France.

These TOU and the relationship between SWAAP and the User are also governed by the laws of France. In case of dispute as to the interpretation or execution of the TOU, the Parties will make every effort to find an amicable solution. In the absence of an amicable resolution, the courts of France have sole competence to hear disputes arising from the application of these TOU or resulting directly or indirectly from the use of the site.

These provisions relating to the applicable law and the competent jurisdictions are applicable subject to the imperative provisions that would have to be applied.

## **14. CONTACT US**

Should you have any question about this Agreement, or wish to contact us for any reason whatsoever, please do so by sending us an email at [gm@swaap.finance](mailto:gm@swaap.finance)

