

GENERAL TERMS AND CONDITIONS FOR USERS

These General Terms and Conditions of Contract govern the contractual relationship between SWAG OÜ, with registered office in Harju maakond, Tallinn, Tartu mnt 83, 10117 - Estonia - registered in the Commercial Register under number 14762080 (hereinafter referred to as "SWAG") and the User for the provision of services for the purpose of opening an Account relating to: (i) digital currency services; (ii) mining services, pursuant to Licence no. FVT000237, regulated by the Estonian Financial Intelligence Unit through the websites www.swagyourlife.com, www.swaggyapp.com (hereinafter the "Sites").

Digital Currency Services consist of a digital currency portfolio that allows you to (i) sell and buy digital currencies; (ii) send and receive digital currencies; (iii) store and manage digital currency balances; (iv) a digital currency exchange service that allows you to obtain a FIAT currency equivalent. The User is aware that the value of digital currencies may increase or decrease, with a substantial risk of financial loss.

The Mining Services consist of the provision to the User of Mining Capacity sharing services for the extraction of BTC from the Mining business. The Services will allow the User, through the signing of a rental contract for the sharing of computational power, to receive the production of BTC relating to the share of Mining Capacity that has been shared with SWAG, according to the technical and economic characteristics, in the type and with the methods reported in the Order Form, according to the regulations in force.

1.1 These General Terms and Conditions are valid and effective for all Services offered by SWAG and expressly accepted by the User.

1.2 SWAG reserves the right, at its sole discretion, to amend these General Terms and Conditions at any time, by way of example and without limitation, for commercial reasons, legislative and/or regulatory changes and/or measures. Such changes will be made available on the site with the indication, in epigraph, of the date of change and will be accepted by the User through pop up.

1.3 These General Terms and Conditions enter into force on 1st March 2020.

1.4 For the purposes of these General Terms and Conditions and, except for any definitions indicated elsewhere and not expressly mentioned herein, the terms listed in this article shall be assigned the following meanings and shall always be used in capital letters, both singular and plural:

Account, named account opened on the platform licensed to SWAG as well as E-wallet on the Swaggy platform owned by SWAG.

Computer authentication, verification by the CRM Service Manager, at SWAG's request, of the validity of the Access Credentials in order to validate the Digital Identification.

BTC, the cryptocurrency that is exchanged between network participants.

Blockchain (or Bitcoin Blockchain), a public register distributed among the nodes of a peer-to-peer network, equipped with mechanisms - mainly cryptographic - to ensure the consistency of data on the network and their resistance to any attempt at counterfeiting even in the presence of unreliable participants in the network. The blockchain is structured as a concatenated sequence of blocks, in which each block, with the exception of the first one called genesis block, contains within it a link to the previous block and a certain number of transactions, i.e. BTC property transfers between network users. About every ten minutes a new block is added to the Blockchain.

Access credentials, username, password and web pin chosen by the User to securely access, through Computer Authentication, the Services provided by SWAG.

E-wallet Provider, SWAG as a service provider that provides third parties, in a professional capacity, including online, with services for safeguarding private cryptographic keys on behalf of Users in order to hold, store and hold virtual currencies.

Exchange Provider, SWAG as a provider of services relating to the use of virtual currency limited to the conversion of virtual currencies from or into legal tender currencies.

Digital Identification, the computerized representation of the two-way correspondence between the User and their Personal Data, verified through the set of data collected and recorded in digital form according to the methods indicated herein.

Mining, a process that allows you to confirm a block and link it to the last valid block of the Blockchain. To be accepted in the Blockchain, the block must be valid and must include a Proof of Work, i.e. it must contain the solution to a specific mathematical problem. The search for such a solution requires the use of dedicated hardware capable of performing a huge amount of calculations per second, consuming computational power and electricity. As a reward for this work, whoever is the first to find the solution of the mathematical problem is awarded a prize in BTC. This prize is halved every time 210,000 blocks have been verified (that is approximately every 4 years). The computational power is measured in Hash/s.

Mining Capacity, the computational power capacity available to SWAG to perform the Mining task. The composition and characteristics of the hardware that produces the calculations are determined by the resources available to SWAG on the date the Order Form is confirmed.

Mining Power, part of SWAG's Mining Capacity shared with the User.

Order Form, a form with which the User digitally chooses the Services referred to in points 2 and 3 of these General Terms and Conditions.

Registration, a set of IT, organisational and logistical procedures through which, with adequate management and protection criteria, a Digital Identification is assigned to a User, after collection, verification and certification of personal data by SWAG, guaranteeing the assignment and delivery of the chosen Access Credentials in a secure manner.

Services, digital currency and Mining Capacity sharing services.

User, means the physical person identified in the Order Form who has signed a Digital Currency Purchase or Sale of a Digital Currency Service and/or a Rental Contract with SWAG.

2 DIGITAL CURRENCY SERVICES

2.1 The User may buy and sell digital currency in exchange for legal tender by linking a payment method traceable to FIAT currency transactions to the digital currency portfolio. The User may also deposit digital currency from the bank account or other Digital Currency Portfolio and/or withdraw from the Account by transferring digital currency to another Digital Portfolio.

2.2 If SWAG is unable to purchase digital currency, it will notify the User with a view to requesting approval to retry the purchase at the current exchange rate.

2.3 Each purchase or sale of digital currency is subject to a conversion fee, which can be viewed on the Sites before each transaction and indicated on each receipt issued. SWAG may change the conversion fee at any time. SWAG will not process any transaction if the conversion fee exceeds the value of the transaction.

2.4 The exchange rate is indicated as the purchase or sale price, which is the price at which the digital currency can be bought or sold. The User acknowledges and accepts that the exchange rate of the purchase price may not be equal to the exchange rate of the sale price and that SWAG may add a spread to the quoted exchange rate.

2.5 By clicking on the "buy" or "sell" button on the Website, the User authorises SWAG to start the transaction at the quoted purchase price or sale price and accepts the conversion fees and the associated exchange commissions.

2.6 SWAG handles and processes digital currency transactions in accordance with the instructions it receives from the user. SWAG does not guarantee the identity of any user, recipient, applicant or other third party and has no responsibility for the accuracy of the information provided.

2.7 SWAG is obliged to refuse or cancel the handling of any digital currency transaction that is pending, as required by law, regulations or any court or other financial authority order.

2.8 In order to ensure the secure approval of digital currency transactions by the User, SWAG shall securely archive private digital currency keys in a combination of online and offline storage. According to security protocols, it may be necessary for SWAG to retrieve private keys or related information from offline storage to facilitate a digital currency transaction in accordance with the User's instructions. The User acknowledges that this may delay the debiting or crediting of digital currency.

2.9 All digital currencies held in the User's ewallet are the property of the User who bears all risks of loss associated with them. No company within the SWAG Group can be held liable for fluctuations in the legal currency value of the digital currency.

3 MINING SERVICES

3.1 The User acknowledges and accepts that the conclusion of the Rental Contract, the validity of the same (with postponement of the term) and the timing of provision of the Services will be specified in the Order Form.

3.2 Unless specifically, separately and otherwise agreed between the Parties, the User acknowledges that he owes SWAG the rent indicated in the Order Form and undertakes to pay these amounts in the manner and within the terms indicated therein. Such rent shall be paid by the User at the same time as the Order Form is sent and in any case in advance of the activation of the Services. It exclusively includes the fee for the use of the Services. Each payment made by the User will have its own identification number and SWAG will issue the relevant accounting document for it. The User acknowledges that the rent may change at any time due to the fluctuation of the BTC price and, therefore, undertakes to pay the amount contractually established at the time of the Order Form. The User acknowledges that if the amount of the transfer is lower than the actual cost of the Service requested, SWAG may refuse to activate the Service, unless the User sends the remaining amount within 6 hours of the request.

If, for whatever reason, the payment of the rent is not valid or is revoked or cancelled by the User, or is not carried out, confirmed or credited to SWAG, SWAG reserves the right to suspend and/or interrupt with immediate effect the activation and/or supply of the Services if already activated.

3.3 The non-delivery of the Services - for whatever reason and for whatever reason - shall not give rise to any obligation to pay compensation or indemnity on the part of SWAG.

3.4 The User may, at any time, validate the automatic contact renewal option. If the User has not validated it, when the expiration date approaches, SWAG merely as a courtesy and therefore without assuming any obligation towards the User, reserves the right to send the User notices of the imminent expiration of the Services by e-mail with the right for the User to activate the automatic renewal option, subject to its validation in its reserved area.

3.5 In the event that costs are incurred as a result of exceptional or unforeseeable events that may affect the development of energy market prices, SWAG may exercise its right to terminate the contract in accordance with Section 7.2.2 below.

3.6 The User may never suspend the payment of the rent, not even in case of non-use of the Services for any reason and/or cause. Likewise, the failure to possess, hold and/or use the Services following a possible accident or for any other reason (including the failure to operate the Services due to defects in the same, maintenance failures or otherwise) will not entail the right to suspend the rental or the reduction of fees.

3.7 SWAG's obligations and responsibilities towards the User are those defined in the Agreement; therefore, in any case of breach or default attributable to SWAG, SWAG will be liable within the limits set out in this Agreement, and any other indemnity or compensation to the User and/or third parties for direct or indirect damages of any nature or kind whatsoever shall be expressly excluded at that time. It is understood, however, that in any case, the maximum liability that SWAG may incur as a result of any claims for compensation made by the User or third parties in relation to the provision of the Services, for damages of any kind, whether contractual or non-contractual, may not exceed the fee paid by the User in the last 90 days for the Services covered by this Contract.

3.8 In particular, SWAG assumes no liability (i) for the misuse of Access Credentials and Digital Identification in general. In particular, the User acknowledges and accepts that SWAG will not be liable for any abusive, damaging or improper use of the Digital Identification; (ii) for the consequences arising from the User's lack of knowledge or failure to comply with the procedures and operating procedures indicated in the rental agreement; (iii) for failure to comply with the obligations provided for due to causes not attributable to the User; (iv) for the failure or incorrect performance of the obligations incumbent on it in the event of the impossibility, even partial, to provide the Services or the occurrence of any cause of force majeure, including natural disasters, war, theft, intervention by the authorities, unforeseeable circumstances and in all cases where the failure or incorrect performance is in any case due to causes not attributable to the same; (v) regarding the proper

functioning and safety of the devices, hardware and software, used by the User, the regular operation of national and international power lines or other factors external to your organisation that may limit the use of the Services.

3.9 The production obtained through the Mining activities will be paid periodically according to the conditions specified in the order form during the conclusion of the rental contract. The shipment of the production obtained and/or the rental fee paid will be paid in bitcoin with obligatory transfer to the ewallet opened by the user himself in the Exchange Swaggy Platform and exclusively in his name. The amount to be paid will be reduced by one sending fee and rounded to the third decimal place.

4. WARRANTIES

4.1 The User declares and guarantees that they are familiar with the Mining and BTC and understand its nature, uses and risks. In particular, the User understands and agrees that: (i) the BTC is not currently governed by any specific European regulatory framework and is therefore subject to a legal risk; (ii) due to its decentralised nature and the lack of a regulatory framework, the value of the BTC is not insured by any legal entity but only by the market; (iii) the value of the Contract may be affected by many factors not controlled by SWAG, including, but not limited to: network difficulty, specific Mining parameters, fluctuations in BTC market price, hardware obsolescence; (iv) any amount of BTC undermined may lose all or part of its value at any time; (v) transactions in BTC are irreversible: if BTC are sent to the wrong people or addresses, it may not be possible to cancel the transaction; (vi) if you lose or forget your Account PIN or password, the BTC held in it may be permanently lost and no longer available to you.

4.2 The User declares and guarantees that they will be the economic beneficiary of BTC extracted as a result of the Mining activity and that they are the sole and legitimate owner of the money deposited in the Account.

4.3 The User acknowledges that BTC is an alternative virtual currency, which can only be used to settle monetary debts by express agreement with the party accepting BTC in payment. Consequently, the User declares that they will have nothing to claim from SWAG and/or companies appointed by SWAG in the event of any disputes arising with third parties that dispute the non-fulfilment of pecuniary obligations entered into by the User and/or his successors in title. The User also declares that they will indemnify SWAG and/or the companies commissioned by SWAG against any claims by third parties for non-performance of the financial obligations entered into.

4.4 The User acknowledges that BTC is outside the scope of Directive 2007/64/EC. Consequently, the User acknowledges that he has nothing to claim from SWAG and/or companies commissioned by SWAG in the event that he suffers prejudice of any kind resulting from incorrect transactions, theft, and/or any other event covered by Directive 2007/64/EC.

4.5 The User acknowledges that the price development of BTC is variable and declares that they have nothing to claim from SWAG and/or companies commissioned by SWAG for any losses or any other injury suffered as a result of the price development of BTC.

4.6 The User declares that they release SWAG and/or the companies appointed by SWAG from any liability and/or claims of third parties arising from the illegal or otherwise improper use of BTC by the User and/or their beneficiaries.

4.7 The User is responsible for paying to the relevant tax authorities all taxes that apply to transactions processed through the SWAG Services.

4.8 SWAG does not guarantee that access to the Website, the Services or the materials contained therein will be continuous, uninterrupted, timely or error-free, nor does it provide any guarantee as to the accuracy, order, timeliness or completeness of the historical data on digital currency prices available on the Website. SWAG will make every reasonable effort to ensure that requests for debits and credits relating to bank accounts, credit and debit cards are processed in a timely manner, but the time required to complete processing depends on external factors beyond SWAG's control.

4.9 The Website may contain incomplete or out-of-date information and its contents may also include technical inaccuracies or typographical errors. It is the User's responsibility to verify all information before relying on it. Links to third party sites are not controlled by SWAG. The User acknowledges and accepts that SWAG is not responsible for information, content or services of third parties accessible or linked to the Website.

4.10 The software made available and present on the Website is the exclusive property of SWAG and is protected by international copyright laws and internal regulations guaranteeing intellectual property rights. The trademarks and logos contained on the Website are the property of SWAG and any use, copying or reproduction thereof without the prior written consent of SWAG is strictly prohibited. SWAG grants the User a limited, non-exclusive, non-transferable licence, subject to the terms of this Agreement, to access and use the Website and its contents. The User will provide, at his own risk and expense, to equip their computers/devices with the basic software necessary for the smooth operation of the Services and to configure their hardware correctly. The User is not authorised to use, save, copy, reproduce, publish, transfer, distribute the contents of the Website (messages, texts, images, videos, codes, software), duplicate, publish or modify the Website, its services and/or part of them, publish them on the web or use them in any other form, for any other purpose of a public or commercial nature, without the prior written consent of SWAG. The User is not allowed to install the software on a server or other network device or make it available through any other means, including in favour of third parties (sub-licensing, assigning, renting, transferring, duplicating the license), forcing the access and security system, translating, decoding, decompiling, disassembling, modifying, creating derivative works on the source code. The User is therefore not authorised to use spider technologies, robots or other automated mechanisms to access the site and/or the products offered through it, and/or to remove or modify copyright information, trademarks or information published on the site.

4.11 In the case of licences provided by third-party suppliers through SWAG, the User acknowledges that they have read the terms and agrees to use the software in the manner indicated on the respective websites exclusively for their own personal use. The User undertakes to accept and comply with the terms of the aforementioned licences. The User declares that they are aware that the Licenses exist between the User and the holder of the copyright rights to the same, excluding any liability on the part of SWAG.

5. OPENING AND ACTIVATION OF THE ACCOUNT

5.1 The Account is nominative and cannot be transferred to third parties. Any use, for whatever reason and/or cause, by a person other than the actual holder exonerates SWAG from any liability connected and/or linked to fraudulent activities.

5.2 The opening of an Account is subject to the User's possession of the following requirements:

- having reached the age of consent;
- reside in a country in which SWAG Services are available;
- have fulfilled the verification obligations set out in 5.3 below;
- have electronically accepted these General Terms and Conditions, including the Privacy and Anti-Money Laundering Policy.

5.3 The activation of the Account is subject to obtaining access credentials (username, password, web-pin), upon completion of the registration form by the User.

SWAG verifies the identity of the User, by means of a) filling in the registration form, with the insertion of all mandatory personal data; b) uploading a valid identification document, provided that it has a photograph, handwritten signature and stamp, issued by a state administration or recognized by it, as well as a selfie of the User as proof of possession of the same document and proof of address. c) verification phase activated during the identification phase that involves sending an SMS and/or an email to the contact details indicated by the User, within the registration form. Email verification: the system sends an authentication link to the email address. Mobile phone verification: after the computer identification phase, the system sends to the mobile phone indicated by the User, a code to be reported within the registration pages (cd. web pin). If the code is correct, the verification is successful and you can proceed with the completion of the identification procedure.

With reference to point b) of these General Terms and Conditions, SWAG accepts for the identification of the User (i) identity card; (ii) passport. When the identification document reaches its natural expiry date, the User is obliged to upload a photocopy of the valid identification document to the Platform. In the event of failure to transmit it, the User remains unable to use the SWAG Services. Failure to upload the valid identification document will result in the termination of the contract and

termination of the Account, after settlement of the balance in stock. SWAG is entitled to exclude the admissibility of the document presented if deemed unsuitable for certain identification.

For the purposes of point b) of these General Terms and Conditions, proof of address means an electricity or gas supply bill or the certificate of residence issued by the registry authority.

The User acknowledges and accepts that SWAG has the right to request him/her at any time during the period of validity of the Contract to provide documentary proof of his/her identification and personal data, as well as any further data declared by the same when sending the Application Form.

5.4 Only after completing the identification, does SWAG send the User appropriate notification of the activation and validation of the Access Credentials via the contact channels provided during the request phase (email and/or text message). The password is chosen directly by the User during its generation. In relation to the type of password, the SWAG system requires the use of baseline recommendations for obtaining complex and difficult to attack passwords (i) minimum length of 8 characters; (ii) use of lower and upper case characters; (iii) inclusion of one or more numeric characters; (iv) inclusion of at least one special character. The SWAG system requires, inter alia, as a protection mechanism that passwords are never stored in un-encrypted form except in irreversible form (by cryptographic hash) for the sole purpose of verifying the validity of credentials recorded during authentication.

5.5 The Account is identified by a numerical code corresponding to the number automatically assigned when it is opened. After activation, the Account will be uniquely associated with the Access Credentials (username and password) set by the User. The User is the only person authorised to use the password to access the Account and is responsible for any loss and/or transfer to third parties. The User may change the access password at any time and for any reason and cause, including the assumption that they have reasonable grounds to believe that unauthorised third parties are accessing their Account, through the option available on the "Change Password" website, in the "User Data" section. If the User has lost and/or forgotten their password, they may proceed with the password recovery option, subject to verification of their identity. In this case, the User will receive provisional credentials that must be changed when logging into the Account for the first time.

5.6 SWAG retains information regarding the date on which the Access Credentials were created, the dates of delivery, activation (if different) and any suspension, revocation or cancellation of Services. As regards certification of all the operations carried out (by way of example, assignments, activation, deactivation, history of operations), the User acknowledges and accepts that only SWAG LOG files will be deemed authentic.

5.7 Each User, after completing the registration form, is obliged to (i) provide the documents required and necessary to identify themselves; (ii) use exclusively and personally the Access Credentials, keeping the password with the utmost diligence and confidentiality in order to prevent unauthorised access to the Account; (iii) not to use the Access Credentials in such a way as to create damage or disruption to the network or third party users and not to violate laws and regulations. In this regard, it should be noted that SWAG has taken all appropriate technical and organisational measures to prevent damage to third parties; (iv) to use the Access Credentials for the specific purposes for which they are issued with specific reference to computer identification purposes in the SWAG system, assuming any responsibility for their use for other purposes; (v) to inform SWAG's Compliance Department immediately at compliance@swagyourlife.com, in the event of loss or theft of your access credentials, fraud or fraudulent or illegal activity, or any other security incident, and immediately request SWAG to suspend services; (vi) provide SWAG performing the identification with truthful, true and complete data and information, assuming the responsibilities provided for by the applicable legislation in the event of untrue or false statements; (vii) ensure that the data recorded by SWAG when signing the Order Form is correct and promptly report any inaccuracies; (viii) promptly inform SWAG of any changes to the information and data previously communicated; (ix) keep the Access Credentials so as to minimise the risks of publication, disclosure and tampering as well as theft, duplication, interception; (x) in case of use of the Access Credentials for unauthorised, abusive or fraudulent purposes by a third party or in case of loss, theft or other damages/compromise and/or theft of the same, immediately request SWAG to suspend the Services and immediately report to the competent Authorities; (xi) follow the instructions provided by SWAG with regard to the use of the authentication system, the request for suspension of Services, the precautions to be taken for the storage and protection of Access Credentials.

5.8 SWAG will suspend, change or revoke Access Credentials or change Personal Data promptly and free of charge at the User's request.

In the event of suspicion of use of the Account by third parties other than the User, SWAG reserves the right to suspend or close the Account and to block all payments.

5.9 SWAG takes all security measures to prevent the fraudulent phenomenon of phishing, an illegal activity by virtue of which a person, through e-mail messages and/or computer programs and/or malware, is able to seize electronic access codes to a User's Account (username and password) in order to commit computer fraud. In order to ensure maximum protection of the system, SWAG will never require the User to provide their Account access credentials through any computer and/or electronic means. Any use, for whatever reason and/or cause, of the e-mail address by third parties releases SWAG from any liability connected and/or linked to fraudulent activities.

5.10 The User is responsible for the correctness of their Personal Data entered when registering for the Account and is obliged to update them (see details of the identification document and its expiry date, telephone number, e-mail address, physical and digital domicile). With each change made to the Personal Data, SWAG carries out the examination and verification phases before updating the recorded data. SWAG shall process this information in accordance with Section 9 (Data Protection) of these General Terms and Conditions.

5.11 The User is only authorised to open one Account. It is strictly forbidden to open an additional Account, even through a third party, when the first Account registered has been suspended and/or closed. Should SWAG have reasonable grounds to believe that the User has opened a second Account, it reserves the right to verify accesses from the same IP, suspend withdrawals, suspend and/or close the Account, and report the transaction as suspicious for violation of anti-money laundering regulations, without prejudice to compensation for greater damages suffered. SWAG takes all preventive measures to ensure compliance with national and EU provisions on the prevention of the use of the financial system for the purpose of laundering the proceeds of criminal and terrorist activities.

5.12 The use of all SWAG services is subject to a volume limit, expressed in EUR ("€") or other legal or digital currency, which can be traded or transferred over a given period. The transaction limits may vary depending on the payment method, completed verification steps and other factors. SWAG may change the applicable limits at its sole discretion.

5.13 If the User requests an increase in the transaction limits, SWAG may (i) request the User to send additional information; (ii) refuse to increase the limits or lower them at any time.

5.14 SWAG may at its discretion (i) refuse to open an Account (ii) suspend or close an Account (iii) change the limits on the use of the Services as a result of information collected on an ongoing basis.

6. CHANGES IN CONTRACTUAL TERMS AND CONDITIONS

6.1 The User acknowledges and accepts that the Services covered by the Contract are characterized by constantly evolving technology. For these reasons, SWAG reserves the right at any time to change the technical and economic characteristics of the Services and the related instruments, systems and resources as a result of the normal technological evolution of hardware and software components.

6.2 In the event that the assumptions used for the formulation of the economic and/or contractual conditions for the provision of the Services are changed, including due to circumstances beyond SWAG's control (for example, but not limited to, increased electricity costs, changes in current legislation or measures and/or regulations of the Authorities), SWAG itself reserves the right to unilaterally amend the aforementioned contractual terms and conditions, even after it has been signed, including, by way of example but not limited to, the fees, collection fees, billing periodicity or terms and conditions of payment, by notifying the User by e-mail or by publication on the website www.swagyourlife.com. The above changes will take effect fifteen (15) days from the date of their communication or publication. If the User does not intend to accept the above changes including those relating to the fee, the User may exercise the right to terminate the contract by written notice to be sent to: compliance@swagyourlife.com. If the User does not exercise the right of withdrawal, in the terms and manner indicated above, the changes shall be deemed to be definitively known and accepted by the User.

7. TERMINATION, WITHDRAWAL AND SUSPENSION

7.1 This Contract commences on the date of acceptance of these general terms and conditions and the privacy and anti-money laundering information and expires on the date expressly indicated in the Order Form.

7.2 SWAG may, a) refuse to complete and/or block and/or cancel a transaction that the User has authorised, b) withdraw from this Agreement with immediate effect, c) suspend, restrict or terminate access to one or all of the Services.

7.3 SWAG may refuse to complete or block or cancel a transaction that has been authorized by the User in the event of (i) insufficient digital currency in the digital currency eWallet and/or (ii) refusal to pay fees for insufficient funds (iii) insufficient funds on the credit or debit card or any other valid payment method linked to the User's Account.

7.4 SWAG may terminate this Agreement at any time, with immediate effect and without giving reasons, by giving written notice to the User at least fifteen (15) days advance notice, without having to pay them any compensation, refund or indemnity in the event that (i) events caused by force majeure occur; (ii) the User has been declared insolvent; (iii) in the event of excessive electricity charges. Once the above term has expired, the Contract shall be considered terminated and SWAG may at any time deactivate the Services without further notice and refund the balance to the User. For the Services referred to in Article 3 of these General Terms and Conditions, the User shall only be entitled to the payment of the amounts accrued from the Mining activity that have not yet been transferred to the User's personal Account, less the costs incurred and/or to be incurred. In any case, any other liability of SWAG for the exercise of the right of withdrawal and/or for the User's failure to use the Services or the consequent right of the User to claim any other reimbursement or compensation or compensation of any kind is expressly excluded. From the date of termination of the Contract in the cases provided for in this article, the Services will be deactivated without notice. In such cases, the User acknowledges and accepts that the sums paid by them will be retained by SWAG as a penalty and SWAG shall have the right to charge the User for any further charges it may have had to bear, without prejudice to its right to compensation for any damages suffered.

For the services referred to in Article 2 of these General Terms and Conditions, the User may terminate the contract with immediate effect, without notice and without giving any reasons, provided that the balance is zero. Withdrawal can be formalized by private message to the e-mail address associated with the Account. In the notice of withdrawal the User must specify the choice of payment system for crediting the remaining balance and the relative coordinates. The User may also cancel the Account, without any charge except for the payment of all amounts due as commissions and subject to the suspension of any transaction pending at the time of cancellation.

7.5 Without prejudice to the provisions of clause 7.2.2. of these General Terms and Conditions, the same contract shall be considered terminated with immediate effect if the User:

- I. When he has good reason to believe that the transaction or the Services have been used for illegal purposes or in a fraudulent or unauthorised manner;
- II. In the event of a decision of the Judicial Authority and other institutional control bodies or to comply with legislative and regulatory measures;
- III. When SWAG reasonably suspects that the User is acting in breach of this Agreement;
- IV. In case of attempted unauthorized access to the Accounts of other Users;
- V. In the event of incorrect completion of the registration form and failure by the User to update personal data;
- VI. In case of suspicion of money laundering, terrorist financing, fraud or any other financial crime;
- VII. If the User takes any action that may circumvent the controls (opening several SWAG Accounts).
- VIII. In the case of Dormant Accounts, if the Account is found to have been inactive for more than 24 months;
- IX. The User, bounce cheque/transfer, goes bankrupt or is subject to insolvency proceedings.
- X. In the cases provided for in Article 7.2.(c), SWAG may therefore indicate how the balance on the Account is to be collected, without prejudice to the right to claim compensation for the greater damages suffered.

7.6 Without prejudice to the application of Article 7.6.2 below, SWAG reserves the right, at its own discretion and without the exercise of this right being challenged as a breach or violation of the Agreement, to suspend the Services with consequent deactivation of the associated Access Credentials, even without prior notice in the event of such failure:

- I. There are reasonable grounds to believe that the Services are being used by unauthorized third parties;
- II. There are cases of force majeure or circumstances which, in SWAG's unquestionable judgement, require it to carry out emergency interventions or those relating to the resolution of security problems, danger to the entire network and/or to persons or property; in this case, the Services will be reinstated when SWAG, at its discretion, has assessed that the causes which led to its suspension/interruption have actually been removed or eliminated;
- III. The User is involved, for any reason whatsoever, in any judicial or even extra-judicial dispute of a civil, criminal or administrative nature and in any case in the event that such dispute relates to acts and conduct carried out through the Services;
- IV. Suspension is requested by the Judicial Authority;
- V. There are motivated reasons of security and/or guarantee of confidentiality;
- VI. Abuse and falsification of access Credentials.

In any case of suspension of the Services attributable to the User, this will be without prejudice to any action by SWAG for compensation for damages.

7.7 If the User believes that their Access Credentials have been used fraudulently, they may request the suspension of the Services by e-mail. After thirty (30) days from the aforementioned suspension, SWAG will restore the Credentials if it does not receive a copy of the legal complaint submitted to the judicial authorities for the same facts on which the suspension request is based.

After thirty (30) days from the suspension, SWAG will restore the Credentials if no request for revocation is received.

7.8 Revocation of the Services renders the Access Credentials permanently unusable when: (i) the Credentials are not activated twenty-four (24) months after registration or are not active for a period of twenty-four (24) months; (ii) due to the death of the User; (iii) due to the User's request; (iv) due to contractual expiry; (v) due to expiry of the identity document.

7.9 SWAG reserves the right to interrupt the provision of the Services in order to carry out technical maintenance work. In this case, the User shall be notified by e-mail with seven (7) days' notice; this notice shall also indicate the timing of the resumption of the service.

7.10 The User may exercise the right of withdrawal within fourteen (14) days from the date of conclusion of the Contract without penalty and without giving any reasons. Specifically, the User must expressly express their intention to withdraw, using the appropriate form downloadable from the website www.swagyourlife.com, by sending the notice of withdrawal to compliance@swagyourlife.com. If the User executes the right of withdrawal, the amounts accrued by the Mining activity not yet transferred to the User's personal Account will become the property of SWAG.

Without prejudice to the above, the User, will always have the right to withdraw from the Contract at any time, without any penalty and without stating the reasons, by written notice sent by registered letter with return receipt to the addresses indicated in art. 21 below or by post at compliance@swagyourlife.com. Withdrawal shall take effect within thirty (30) days from the date of receipt by SWAG of the aforesaid communication; on termination of the Contract, SWAG shall deactivate the Services. In case of execution of the right of withdrawal by the User, the User shall only be entitled to the payment of the amounts accrued from the Mining activity not yet transferred to the User's personal Account, less any costs incurred and/or to be incurred (by way of example, but not limited to third party fees).

If the Account is suspended or closed, SWAG will immediately cancel all open orders associated with the Account, block all withdrawals and/or the placing of further orders until termination.

8. LIMITATION OF LIABILITY

8.1 SWAG shall not be liable for any breach of the Agreement, including delays, non-performance or total or partial interruption of the Services, where this results directly or indirectly from force majeure. Access to the Services may be unavailable at certain times, making it impossible to buy or sell digital currency and may also lead to delays in order response times. SWAG does not guarantee that any order will be executed, accepted, recorded or processed. SWAG will not be liable for any losses arising from or resulting from delays in transactions.

8.2 SWAG will not be liable for any damage or interruptions caused by computer viruses or other harmful code that may affect the computer or other equipment or phishing, spoofing or other attacks. SWAG advises the User to make regular use of virus screening and prevention software. The User acknowledges that the hardware is subject to cyber attacks, failures and/or other damaging events. In this regard, the User declares that they have no claims against SWAG and/or companies commissioned by SWAG for any direct or indirect damage of any kind suffered as a result of the events referred to in this article.

8.3 In addition to the liability limit set out in Article 9.1 below, under no circumstances will SWAG, its affiliates or service providers, or its officers, directors, agents, employees or representatives, be liable for any loss or damage arising under this Agreement, in particular: (i) any actual or hypothetical, direct or indirect loss of profit or expected loss of income or gains. If SWAG has not properly processed a purchase or sale transaction, the User's damages are limited to no more than the aggregate value of the digital currency that is the subject of the transaction and the User may not, therefore, make any claims for compensation for any loss of profit resulting from the failure to purchase or sell digital currency; (ii) any loss or damage to reputation or goodwill, loss of business or opportunities, customers or contracts; (iii) loss of use of hardware, software or data and/or corruption of such data, including but not limited to loss or damage resulting from inaccuracies, defects or omissions in digital currency pricing data, any error or delay in transmission or interruption of such data; (iv) any loss or damage not directly resulting from a breach of this Agreement.

8.4 The User agrees to indemnify and compensate SWAG in respect of any costs (including legal fees and any fines, penalties or penalties imposed by any supervisory authority) that were reasonably incurred in connection with claims and/or compensation claims related to the violation of this Agreement (or the violation of any law, rule or regulation or the rights of third parties).

8.5 SWAG's aggregate total liability to the User for any single claim or series of related claims for losses, costs, liabilities or expenses that may arise from any breach by SWAG of this Agreement shall be limited to a maximum aggregate value of the digital currency on deposit in the User's Digital Currency eWallet at the time of the relevant claim. If the claim relates to a specific transaction, this sum will be further limited to the purchase/sale amount of the disputed transaction.

9. PERSONAL DATA

9.1 SWAG processes Users' personal data in accordance with the Privacy Policy that the User declares to have read, understood and accepted.

9.2 The User undertakes to maintain adequate security and control of all devices from which he accesses the SWAG Services. This includes taking all reasonable measures to prevent the loss, theft or misuse of such electronic devices and to ensure that such electronic devices are encrypted and password protected. Any loss or compromise of the foregoing devices or your security data may result in unauthorized access to the Account by a third party and the loss or theft of digital currency and/or funds held in the Account and any associated accounts, including bank accounts and credit and debit cards. You agree not to allow remote access or share your Access Credentials with any third party. SWAG assumes no liability for any losses incurred by the User in connection with or in connection with the compromise of Account Access Credentials.

9.3 The User, having acknowledged that the SWAG company has equipped itself with the means and/or tools deemed suitable to protect information security (physical, logical, computer and organizational) in the most effective way, undertakes, now for the time being, not to disclose or make available in any way to third parties the confidential information known or managed in relation to the execution and/or application of this Agreement.

10. FINAL CLAUSES

10.1 This Agreement cancels and replaces any other previous agreement between SWAG and the User regarding the same object, and constitutes the final and complete manifestation of the agreements concluded between the Parties on the same object. No modification, apostille or clause however added to the Contract shall be valid and effective between the Parties, unless specifically and expressly approved in writing by both Parties.

10.2 The User may not assign its rights, licenses, interests and/or obligations under this Agreement to third parties. SWAG may, in the event of a merger, acquisition or other corporate reorganisation, assign the rights and obligations arising from this Agreement to third parties provided that such transfer or assignment does not materially affect the quality of the Services.

10.3 If any provision of this Agreement is found by a court decision to be invalid or ineffective or unenforceable, this shall not affect the validity of the other provisions.

10.4 In no case shall any breach and/or behaviour of the User that is not in compliance with the Contract be considered as a waiver of the same or tacit acceptance of the same, even if not disputed by SWAG. Any inertia on the part of SWAG in exercising or asserting any right or clause of the Agreement will not constitute a waiver of such rights or clauses.

10.5 Unless expressly stated otherwise in the Contract, all communications to the User relating to this contractual relationship may be made by SWAG without distinction by e-mail to the addresses and/or contact details indicated by the User in the Order Form. Any changes to the User's addresses and contact details, including the e-mail address indicated in the Order Form, not communicated to SWAG in the manner provided for in the Contract, shall not be enforceable against SWAG.

All communications that the User intends to send to SWAG regarding the Contract, including requests for assistance, must be sent to the addresses indicated on the website www.swagyourlife.com.

10.6 The provisions of these General Terms and Conditions referred to in Articles 3.3, 3.8, 4.10, 5.7, 8, 9.3 will continue to be binding and will continue to operate after the termination or expiry of this Contract.

10.7 Nothing in this Agreement shall imply a relationship of agency, mandate, employment, nor give rise to any form of company, partnership, co-interest or otherwise associated exercise of business activities between the Parties nor the procurement of works and services.

10.8 The User acknowledges and accepts that it concludes a Contract whose only valid and effective version is the English language version, while the other versions provided by SWAG in any other foreign language are made available to it exclusively as a courtesy.

11. COMPLAINTS - APPLICABLE LAW

11.1 The User, for complaints regarding the provision of the Services, may send an email to compliance@swagyourlife.com, stating their name, email address, Account, the transaction complained of and the cause of the complaint, within seven (7) days after the complaint occurs. SWAG will examine the complaint and provide a written response within thirty (30) days of receipt of the complaint. In the case of complaints about particularly complex facts which do not allow for a comprehensive response within the above mentioned time limits, SWAG shall inform the User within the above mentioned time limits of the progress of the case.

11.2 The User may also contact the Help Desk through the Website for the management of problems relating to the Services. Requests for technical assistance can be sent twenty-four (24) hours a day via sub-navigation menu from each User's reserved area. Such requests, if received outside working hours or on public holidays, shall be processed from the first following working day. The User has the possibility to obtain specific information on the services provided such as, for example, the extraction of log files, security guarantees, authentication procedures, personal data processing. The User may also report any problems encountered. The reports received are managed through an internal trouble ticketing system. The User acknowledges and accepts that during all phases of assistance, both remote and direct, the Helpdesk operators may become aware of the User's personal data that may be found during the connection phases on the User's computer devices.

11.3 In addition to the channels mentioned above, if SWAG urgently needs to disseminate general information applicable to the Services, such as any amendments to the General Terms and Conditions of Business or the Privacy Policy, special pop-ups activated on SWAG's website and authentication pages shall be used.

11.4 The application of the conditions of use of the site is governed by Estonian substantive and procedural law and any application of the United Nations Convention on the International Sale of Goods is excluded. Any dispute that may arise between the parties in relation to the application of the present contract or in any case connected to its execution, interpretation or violation, shall be submitted to the exclusive jurisdiction of the Court of Tallin.

The User declares to have read, understood and accepted the terms and conditions contained in these General Terms and Conditions.