

These Terms of Service which include the Privacy Policy and Cookie Policy, form the agreement between you and Swiftly Tech LTD (hereinafter “Swiftly”, “The company”, “we” or “us”). You expressly agree to the terms of this agreement and we will also treat your access to and use of our Services as acceptance of the agreement.

## Account Creation and Eligibility

By registering an account on Swiftly, you agree to adhere to the following terms of service:

1. **Legal Entitlement:** You must be legally entitled to create an account and use the services provided by Swiftly based on the laws of your country or any other relevant jurisdiction.
2. **Age Requirement:** If you are an individual, you must be at least 18 years old to create an account on the website.
3. **Entity Eligibility:** If you are registering as an entity, you must be appropriately formed or incorporated and in good standing according to applicable laws.
4. **Capacity and Authority:** You must possess the capacity and authority to enter into this agreement and comply with our terms.
5. **Single Account:** Unless explicitly authorized by Swiftly, you are permitted to maintain only one account on the platform at any given time.

## Account Eligibility Review

If, at any point, you no longer meet the above-mentioned terms, you must notify us immediately and cease using our services. We reserve the right to close or suspend your account if you fail to meet these eligibility criteria.

## Request for Additional Accounts

You are allowed to register a maximum of one account on the platform. Any request for additional accounts must be submitted via email to support@swiftly.zone. Swiftly holds the sole discretion to deny such requests for any reason. Registering multiple accounts without proper authorization will be considered a violation of these Terms, and it may lead to the immediate termination of the involved accounts.

## Account Security and Compliance

Ensuring the security and integrity of your Account is of utmost importance. As a user of Swiftly, you are required to take all reasonable measures to safeguard your Account and prevent any fraudulent use. These measures include, but are not limited to:

1. **Regular Password Changes:** It is essential to change your password on a regular basis.
2. **Confidentiality of Security Details:** Always ensure that your login credentials are entered in a manner that prevents unauthorized individuals from observing them.
3. **Two-Factor Authentication:** Utilize any supported Two-Factor Authentication methods to enhance the security of your account.
4. **Maintaining Accurate Information:** Keep the details we hold about you up to date at all times.
5. **Accurate Transaction Instructions:** When dealing with digital assets or funds, ensure that you supply the correct wallet address as specified by Swiftly. Also, verify the details before instructing us to transfer digital assets or funds.

We may implement additional security procedures for your Account and Services, and it is mandatory for you to comply with these procedures when required by us. We will promptly notify you of any changes that may affect you.

We reserve the right to stop or block access to your Account or Services if there are reasonable grounds to suspect:

- **Compromised Account Security:** We believe that the security of your Account has been compromised.
- **Unauthorized or Fraudulent Activity:** We detect any unauthorized or fraudulent use or attempted use of your Account.
- **Legal or Regulatory Obligations:** We are legally required to take such action by law or any regulatory authority.

Whenever possible, we will notify you in advance if we intend to block or have already blocked access to your Account or Services, along with the reasons for our actions. Your cooperation in maintaining a secure Account is vital to ensure the overall safety and protection of our platform and community.

## **Digital Currency**

The term "Digital Currency" pertains to assets that are supported by Swiftly and are eligible for investment, deposits, or withdrawals on our platform.

As a user of Swiftly, it is your sole responsibility to ensure that any Digital Currency you intend to deposit or withdraw from our platform falls under the category of Digital Currency. Moreover, you must take care to direct these transactions correctly over the relevant blockchain and to the designated wallet address as instructed by Swiftly. For instance, if you choose to transfer funds in Ethereum, it is entirely your responsibility to verify that the transfer solely involves Ethereum and not any other currency like Bitcoin or BNB.

Failure to adhere to these instructions may result in irretrievable loss of your Digital Currency, and Swiftly may not be able to assist you in recovering such lost assets. Consequently, Swiftly shall not be held liable for any such loss, and we are not obligated to retrieve any Digital Currency that is lost due to your failure to follow the correct procedures. It is essential to exercise caution and diligence while dealing with Digital Currency transactions to avoid any potential losses.

## **Deposits and Funding**

You have the option to fund your Swiftly account by transferring Digital Currency from your virtual wallet on the blockchain or from accounts held with third-party entities. Swiftly does not impose any fees for funding your account; however, it is important to note that blockchain transactions may attract additional network fees, and certain third-party payment processors may apply transaction fees and other charges. The Digital Currency you transfer will be sent to the platform's designated address, and your Swiftly account will be credited with an equivalent amount of Digital Currency.

## **Withdrawals**

The Digital Currency available in your Swiftly account balance can be withdrawn at any time.

To initiate a withdrawal from your Swiftly account, you will be required to provide the relevant details of your virtual wallet or accounts with third-party entities where you wish to receive the Digital Currency. It is crucial that the information you furnish is accurate, complete, and not misleading. Any inaccuracies, incompleteness, or misleading details you provide during the transfer process may lead to permanent loss of your Digital Currency. Swiftly shall not be held liable for any losses resulting from such inaccuracies, incompleteness, or misleading information provided during the transfer.

Whenever possible, Swiftly will promptly initiate the withdrawal process immediately upon receiving your withdrawal request. However, in some instances, we may require a maximum of up to 24 hours after the submission of your withdrawal request to process the payment.

## **Affiliate Program**

From time to time, we may introduce specialized initiatives, such as the Affiliate Program, aimed at promoting engagement and education among clients in relation to Swiftly. Please note that we reserve the absolute right to modify, suspend, change, or withdraw parts or the entirety of these programs without prior notice.

By enrolling in such programs, you agree to be bound by the following terms:

1. **Good Faith Conduct:** All activities related to the programs must be conducted in good faith and in a professional and lawful manner.
2. **Single Account Policy:** You are not allowed to create multiple accounts on our platform to receive additional commissions or compensation.
3. **Non-Adverse Representation:** You must not misrepresent Swiftly, its clients, or potential clients in any manner that could adversely affect our image, reputation, or credibility.
4. **Fraudulent or Illegal Activity:** Direct or indirect involvement in fraudulent or illegal activities, including but not limited to false advertising, spam, manipulation of our platform's services, or generating fraudulent traffic, is strictly prohibited.
5. **Exclusive Representation:** All marketing activities must be carried out solely in your own name and not in the name of our company.

Any violation of the above affiliation terms will be considered a material breach, and appropriate action will be taken, which may include the termination or suspension of your affiliate account without prior notice.

## **Taxes**

Please be aware that Swiftly is not responsible for collecting, reporting, or remitting any taxes arising from transactions related to your account. As a user of our Services, you are solely responsible for complying with applicable tax laws in your jurisdiction, including the reporting and payment of any taxes that may arise from your use of our platform. We strongly advise you to seek independent legal tax advice before making any financial decisions.

## **Linking Agreement**

We encourage you and your associations or business organizations to use unique affiliate links or banner ads to provide links to Swiftly from your internet websites, blogs, or social media platforms. However, you are strictly prohibited from using the Swiftly logo or names in a manner that may cause confusion with, dilute, or damage the reputation or image of Swiftly or any of its affiliates.

Furthermore, you agree that none of the content on your website will be interpreted as libelous, obscene, or infringing upon any third-party rights.

### **Copyright and Intellectual Property**

By using our Services, you acknowledge and agree that Swiftly holds all rights and interests to the Services, associated software, technology tools and content, the Swiftly website, logos, images, designs, and other written and multimedia materials displayed on the website, as well as other materials produced by and related to Swiftly.

You are permitted to store, display, analyze, modify, reformat, and print the information made available to you through the Platform. However, you acknowledge that no proprietary rights are being transferred to you regarding such materials or information, and you are strictly prohibited from publishing, transmitting, or otherwise reproducing that information, in whole or in part, in any format to any third party without the express written consent of Swiftly.

### **External Links**

Our website may contain links to third-party websites. Please be aware that our Terms of Service, Privacy Policy, and Cookie Policy do not apply to any third-party websites. We do not endorse these external websites and hold no responsibility for their operation and privacy practices.

### **Communicating With Us**

To communicate with Swiftly, please use our email address [support@swiftly.zone](mailto:support@swiftly.zone) or our designated communication channels on the Website.

Should we receive any communication relating to your Account through channels other than the Website, we reserve the right to act or not act on that communication, or to impose further requirements as we deem necessary. Please be aware that when you send a communication outside of the Website, it may not be secure, and we shall not be liable if we act on that communication.

### **Governing Law**

These Terms are governed by the Laws of England and Wales. All disputes and controversies arising out of or in connection with the Terms shall be finally settled in court in England. All Services provided by the Company to the Client shall be subject to Applicable Regulations and the laws and regulations of any other public authorities governing the operation of the Company, as amended or modified from time to time.

### **Amendments**

Please be advised that the Terms of Service are subject to change over time. Swiftly reserves the right to discontinue or update any of the Services provided. In the event of any changes, the updated version of these Terms will supersede all prior versions. We will provide notice of changes, additions, and deletions as required by law. If we give advance notice and you do not agree with a change, you have the option to close your Swiftly Account and request repayment of any outstanding balance before the effective date of the change. By continuing to use the Service following the effective date

of any change, you will be deemed to have accepted the modified Terms, and your Swiftly Account will be subject to those changes.

## **Complaints**

If you wish to lodge a complaint, kindly contact our Customer Support Team using any contact option available on the "Contact Us" page or send an email to support@swiftly.zone. All complaints will be reviewed by the company within 24 hours, and we will respond with advice on how to resolve the issue.

## **Force Majeure**

We shall not be held liable for any delays or defaults in the performance of our obligations due to unforeseeable contingencies beyond our control. Such contingencies may include, but are not limited to, losses caused directly or indirectly by market rulings, fire, flood, civil commotion, earthquake, war, strikes, pandemic or epidemic events, failure of internet links, government regulatory actions, or acts of God.

## **Termination**

Subject to the provisions below, you have the right to terminate these terms of service by providing at least 5 business days' notice and discontinuing the use of the Services.

Notwithstanding any other rights or remedies available to us, we reserve the right to terminate our relationship with you and these terms of service by giving you at least 5 business days' written notice if:

- You commit a breach of our terms that is irremediable, or you fail to remedy the breach within a period of 5 business days after receiving written notice to do so.
- We are required to terminate our agreement with you or the Services by any competent regulatory authority or as a matter of law.

Termination shall not affect the completion of transactions already initiated under these terms of service. Unless specifically prohibited, we will complete such transactions as soon as practicable, provided that you settle all outstanding amounts owed to us under these terms of service. Investments may be transferred to you according to your direction, or we may agree to continue holding investments for you, subject to mutually agreed-upon terms.