

Terms and Conditions

1. General

These terms and conditions ("**Terms**") govern the use of the Site (defined below) and the Services (defined below). These Terms also include any guidelines, announcements, additional terms, policies, and disclaimers made available or issued by us from time to time. These Terms constitute a binding and enforceable legal contract between Swayze and its affiliates ("**Swayze**", "**we**", "**us**") and you, an end user of the services ("**you**" or "**User**") at <https://www.Swayze.io> ("**Services**"). By accessing, using or clicking on our website (and all related subdomains) or its mobile applications ("**Site**") or accessing, using or attempting to use the Services, you agree that you have read, understood, and are bound by these Terms and that you comply with the requirements listed herein. If you do not agree to all of these Terms or comply with the requirements herein, please do not access or use the Site or the Services. In addition, when using some features of the Services, you may be subject to specific additional terms and conditions applicable to those features

We may modify, suspend or discontinue the Site or the Services at any time and without notifying you. We may also change, update, add or remove provisions of these Terms from time to time. Any and all modifications or changes to these Terms will become effective upon publication on our Site or release to Users. Therefore, your continued use of our Services is deemed your acceptance of the modified Terms and rules. If you do not agree to any changes to these Terms, please do not access or use the Site or the Services. We note that these Terms between you and us do not enumerate or cover all rights and obligations of each party, and do not guarantee full alignment with needs arising from future development. Therefore, our privacy policy which can be viewed at the "Privacy Policy" link at the bottom of our Site, platform rules, guidelines and all other agreements entered into separately between you and us are deemed supplementary terms that are an integral part of these Terms and shall have the same legal effect. Your use of the Site or Services is deemed your acceptance of any supplementary terms too.

2. Eligibility

By registering to use a Swayze account ("**Account**") or using the Services, you represent and warrant that:

- as an individual, legal person, or other organization, you have full legal capacity and authority to agree and bind yourself to these Terms;
- you are at least 18 or are of legal age to form a binding contract under applicable laws;
- your use of the Services is not prohibited by applicable law, and at all times compliant with applicable law, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing ("**CTF**");
- you do not currently have an existing Account;
- if you act as an employee or agents of a legal entity, and enter into these Terms on their behalf, you represent and warrant that you have all the necessary rights and authorizations to bind such legal entity; and

- you are solely responsible for use of the Services and, if applicable, for all activities that occur on or through your user account.

3. Restrictions

- You shall not use the Services in any manner except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, you may NOT:

1. Use the Services in any dishonest or unlawful manner, for fraudulent or malicious activities, or in any manner inconsistent with these Terms;

2. Violate applicable laws or regulations in any manner;

3. Infringe any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets of Swayze;

4. Use the Services to transmit any data or send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programmes or computer code designed to adversely affect the operation of any computer software or hardware;

5. Use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy, monitor, replicate or bypass the Site or the Services;

6. Make any back-up or archival copies of the Site or any part thereof, including disassembling or de-compilation of the Site;

7. Violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using the Services;

8. Use the Services for market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by law);

9. Attempt to access any part or function of the Site without authorization, or connect to the Site or Services or any Swayze servers or any other systems or networks of any the Services provided through the services by hacking, password mining or any other unlawful or prohibited means;

10. Probe, scan or test the vulnerabilities of the Site or Services or any network connected to the properties, or violate any security or authentication measures on the Site or Services or any network connected thereto;

11. Reverse look-up, track or seek to track any information of any other Users or visitors of the Site or Services;

12. Use any devices, software or routine programs to interfere with the normal operation of any transactions of the Site or Services, or any other person's use of the Site or Services; or

13. Forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to Swayze or the Site.

- By accessing the Services, you agree that we have the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions under relevant regulations without your consent or prior notice.

4. Termination

- Swayze may terminate, suspend, or modify your access to the Services, or any portion thereof, immediately and at any point, at its sole discretion.
- Swayze will not be liable to you or to any third party for any termination, suspension, or modification of your access to the Services.
- Upon termination of your access to the Services, these Terms shall terminate, except for those clauses that expressly or are intended to survive termination or expiry.

5. Disclaimers

- OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR AGREEMENT, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE SERVICES.
- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. SWAYZE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE SERVICES, INCLUDING MOBILE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE AND WILL NOT BE LIABLE FOR ANY LOSSES RELATING THERETO. SWAYZE DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE SERVICES OR ANY MATERIALS OF SWAYZE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NONE OF SWAYZE OR ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, INTANGIBLE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO:
 - ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF SWAYZE OR ITS AFFILIATES;
 - ANY AUTHORIZED OR UNAUTHORIZED USE OF THE SITE OR SERVICES, OR IN CONNECTION WITH THIS AGREEMENT;
 - ANY INACCURACY, DEFECT OR OMISSION OF ANY DATA OR INFORMATION ON THE SITE;
 - ANY ERROR, DELAY OR INTERRUPTION IN THE TRANSMISSION OF SUCH DATA;
 - ANY DAMAGES INCURRED BY ANY ACTIONS, OMISSIONS OR VIOLATIONS OF THESE TERMS BY ANY THIRD PARTIES; OR
 - ANY DAMAGE CAUSED BY ILLEGAL ACTIONS OF OTHER THIRD PARTIES OR ACTIONS WITHOUT AUTHORIZED BY SWAYZE.
- EVEN IF SWAYZE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED

OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF OUR GROSS NEGLIGENCE, ACTUAL FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW OR EXCEPT IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS PROVISION WILL SURVIVE THE TERMINATION OF THESE TERMS.

6. Intellectual property

All present and future copyright, title, interests in and to the Services, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights that exist in or in relation to the use and access of the Site and the Services are owned by or otherwise licensed to Swayze. Subject to your compliance with these Terms, we grant you a non-exclusive, non-sub license, and any limited license to merely use or access the Site and the Services in the permitted hereunder.

Except as expressly stated in these Terms, nothing in these Terms should be construed as conferring any right in or license to our or any other third party's intellectual rights.

If and to the extent that any such intellectual property rights are vested in you by operation of law or otherwise, you agree to do any and all such acts and execute any and all such documents as we may reasonably request in order to assign such intellectual property rights back to us.

You agree and acknowledge that all content on the Site must not be copied or reproduced, modified, redistributed, used, created for derivative works, or otherwise dealt with for any other reason without being granted a written consent from us.

Third parties participating on the Site may permit us to utilise trademarks, copyrighted material, and other intellectual property associated with their businesses. We will not warrant or represent that the content of the Site does not infringe the rights of any third party.

7. Confidentiality

- You acknowledge that the Services contain Swayze and its affiliates' trade secrets and confidential information. You agree to hold and maintain the Services in confidence, and not to furnish any other person any confidential information of the Services or the Site.

- You agree to use a reasonable degree of care to protect the confidentiality of the Services. You will not remove or alter any of Swayze or its affiliates' proprietary notices.

- Your obligations under this provision will continue even after these Terms have expired or been terminated.

8. Anti-Money Laundering

Swayze expressly prohibits and rejects the use of the Site or the Services for any form of illicit activity, including money laundering, terrorist financing or trade

sanctions violations. By using the Site or the Services, you represent that you are not involved in any such activity.

9. Force Majeure

Swayze shall have no liability to you if it is prevented from or delayed in performing its obligations or from carrying on its Services and business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction.

10. Third Party Rights

No third party shall have any rights to enforce any terms contained herein.

11. Third Party Website Claimer

Any links to third party websites from our Services does not imply endorsement by us of any product, service, information or disclaimer presented therein, nor do we guarantee the accuracy of the information contained on them. If you suffer loss from using such third party product and service, we will not be liable for such loss. In addition, since we have no control over the terms of use or privacy policies of third-party websites, you should carefully read and understand those policies.

BY MAKING USE OF OUR SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (A) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF ENCRYPTED OR DIGITAL TOKENS OR CRYPTOCURRENCIES WITH A CERTAIN VALUE THAT ARE BASED ON BLOCKCHAIN AND CRYPTOGRAPHY TECHNOLOGIES AND ARE ISSUED AND MANAGED IN A DECENTRALIZED FORM ("DIGITAL CURRENCIES"); (B) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF THE SERVICES AND TRANSACTIONS OF DIGITAL CURRENCIES; AND (C) SWAYZE SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES. AS WITH ANY ASSET, THE VALUES OF DIGITAL CURRENCIES ARE VOLATILE AND MAY FLUCTUATE SIGNIFICANTLY AND THERE IS A SUBSTANTIAL RISK OF ECONOMIC LOSS WHEN PURCHASING, HOLDING OR INVESTING IN DIGITAL CURRENCIES.