

Introduction

This introduction examines the legal obligations and responsibilities of an affiliate service operating within the cryptocurrency exchange ecosystem. Specifically, the focus is on the distinction between the affiliate service and the exchange provider, emphasizing the importance of legal compliance in this context.

The affiliate service in question operates solely as an affiliate of a cryptocurrency exchange provider. The affiliate earns a 1% commission on each swap it brings to the exchange. It is important to clarify that this affiliate does not represent itself as the exchange, nor does it have any association with the exchange beyond its role as an affiliate. The relationship between the affiliate and the exchange provider is limited to promoting the exchange's services in exchange for a commission or other compensation as outlined in the affiliate agreement.

As part of its legal obligations, the affiliate is required to display the Terms of Service (ToS) and Privacy Policy of the exchange provider. These documents govern the relationship between the exchange provider and the end-users of its services. The affiliate service neither creates nor controls the terms set forth by the exchange provider but is legally mandated to ensure that these terms are accessible to users interacting with the affiliate's platform.

Moreover, the affiliate service adheres strictly to all legal and regulatory requirements necessary to maintain its status as an affiliate. This includes, but is not limited to, compliance with advertising standards, transparent disclosure of its affiliate relationship, and the lawful execution of all obligations under the affiliate agreement.

The following sections will provide a detailed analysis of the exchange provider's Terms of Service, emphasizing key legal considerations relevant to the affiliate's obligations. This analysis serves to illustrate the affiliate's role in the broader legal framework governing cryptocurrency exchanges and highlights the importance of clear and transparent communication with end-users.

If You have any questions, contact support@teleswap.io

See the exchange's Terms of Service below.

Terms of Service

These Terms of Service were last updated on the 4th of April 2024

SimpleSwap does not provide [fiat/crypto exchange service](#). An exchange service is provided only on the third party's platform by a third provider.

By visiting, accessing, or using www.simpleswap.io, as well as associated application program interface or mobile applications and technology platform integrated therein ("Services"), You ("User" or "You") consent to the Terms of Service (the "Terms") hereby stated. SimpleSwap, is the operator of the technology platform as well as the website, and associated application program interface and mobile applications.

The Terms of Service constitute the agreement and understanding regarding the use of any or all of the Services, and any manner of accessing them, between You and SimpleSwap ("Service Provider").

By clicking on the "Exchange" button or by visiting the Site, we may provide You with access and utility through our trading platform via software, API (application program interface), technologies, products and/or functionalities. The services that We offer through the Site (the "Services") are:

- An exchange of the crypto asset of one type, owned by one User, to the crypto asset of another type, owned by the same or another User, at the terms and conditions set forth by such exchange parties, and which is executed solely and exclusively within the Services with crypto assets deposited to those Users' accounts. In no case shall the Services be deemed or construed to be a marginal trade;
- Service Provider undertakes deposit, withdrawal and/or trade transaction of crypto asset into, out from or at Customer Account, which is technically executed by Service Provider in accordance with User's instructions.

Service Provider does not provide You with financing services and thus, does not perform and support margin trading. The trade on the integrated platform takes place between Users.

As described in the Terms, You agree to be legally bound by these Terms of Service, as well as SimpleSwap's Affiliate Program Terms of Service and SimpleSwap's KYC Terms, which constitute inseparable part of these Terms. If You do not agree to be bound by these terms, do not access or use the Services.

As described in the Terms, You agree to be legally bound by these Terms of Service and all terms incorporated by reference. If You do not agree to be bound by these terms, do not access or use the Services.

We reserve the right to change or modify the terms and conditions contained in the Terms of Service, including but not limited to any policy or guideline of the platform, at any time and at our sole discretion. We will provide notice of these changes by posting the revised Terms of Service and changing the "Last updated" date at the top of the Terms of Service, or by emailing Users at their provided email addresses, or by any other

means as determined by us at our sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to the website or at the instant that we transmit the information. These changes will apply at that instant to all then current and subsequent uses or Services.

You waive any right You may have to receive specific notice of such changes or modifications. Your continued use of this platform acts as acceptance of such changes or modifications. If You do not agree to the Terms in effect when You access or use the platform, You must stop using our Services. We encourage You to frequently review the Terms to ensure that You understand the terms and conditions that apply to your access to, and use of, the Services.

The Terms of Service and any terms expressly incorporated herein apply to your access to, and use of, any services provided by Service Provider. The Terms of Service do not alter in any way the terms or conditions of any other agreement You may have with the Service Provider for products, services or otherwise. If You are using the Service on behalf of any entity, You represent and warrant that (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization and (b) You are authorized to accept the Terms on such entity's behalf and that such entity agrees to be responsible to us if You violate the Terms.

You should read the Terms of Service, and any document referred to in them very carefully. If there is anything that You do not understand in the Terms and any document referred to herein, you should discuss this matter with us and seek the necessary clarification.

Any formal communication with You will be undertaken through electronic mail unless otherwise instructed. Documents will be sent to you by electronic mail and you should seek to send any documents to us by the same means. You will also be able to contact us telephonically.

Any formal communication with You will, unless otherwise agreed, be made in the English language. In the event of any discrepancy between the English language version of the Terms of Service or any such communications and any translation of the Terms of Service or such communications (as applicable) in a foreign language, the respective English version shall prevail.

DESCRIPTION OF SERVICES

While we have made every effort to ensure the accuracy of the information on our website, the information and content on the website is subject to change without notice and is provided for the sole purpose of assisting Users to make independent decisions. We have taken reasonable measures to ensure the accuracy of the information on the website; however, we do not guarantee the accuracy, suitability, reliability, completeness, performance and/or fitness for purpose of the content of any Services or products available through the website, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access the Site, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through our platform. We will not have any liability for the use or interpretation of such information.

Users shall prepare devices and bear costs as follows: 1) internet-connected device, including but not limited to computer or other internet-connected terminals; 2) internet-accessing costs, including but not limited to internet fees, rental charges for internet-connected equipments, cellular data fees, etc.

While using the Services, You accept the information services provided by us. You hereby authorize us to send commercial information to You via e-mail, SMS, mobile notification, or mailing address. You can opt out of such services by changing relevant settings on the website.

You acknowledge and consent that the Services are provided by us according to its current technological capacity and other conditions. While we have made every effort to ensure continuity and security of the Services, we are unable to completely foresee and hedge legal, technological and other risks including but not limited to force majeure, virus, hacker attack, system instability, flaw in third-party services, act of government, etc. that may result in service interruption, data loss and other losses and risks.

When the system platform is unable to operate properly because of the following circumstances and the User is unable to access the Services or place or cancel an order, we assume no liability for damages. These circumstances include, but are not limited to:

- System downtime during maintenance;
- Telecom or Networking equipment issues;
- Typhoon, earthquake, tsunami, flood, power failure, war, terrorist attacks, and other force majeure factors;
- Any other issues, including hacker attacks, computer virus intrusion or attack, website or backend maintenance and upgrade, banking related issues, government regulation or mandates, and any other third party issues;
- Damages to Users or other third parties caused by third parties.

For abnormal transactions, market interruption and other abnormal conditions caused by system failure, network failure, distributed denial of service attacks (DDos) and other hacker attacks and other unexpected factors, we have the right to cancel the abnormal transaction results. We have the right to rollback all the transactions of a certain period of time.

We shall not ask for any password from our Users, nor shall we ask Users to transmit any funds, addresses, as applicable, that are not listed on the trading platform. We shall not be responsible for any losses caused by transmitting funds, addresses, as applicable, that are not listed on the trading platform.

Abnormal transaction handling: While using the Services, You agree and acknowledge the possibility of discontinuity and disruption of the Services due to connectivity problems of the networks or other force majeure. Users shall make sure to provide only correct information. Service Provider does not assume any responsibility of any losses caused by the aforementioned situations due to your providing incorrect information that results our inability reaching out and explaining to You the handling procedures.

We have the right to know the purpose and background of the Users who use our products or services. Users should provide comprehensive and accurate information as required. If we have reasonable grounds to suspect that the User has provided false trading information, we are entitled to restrict the User from the use of some or all of our products and services temporarily or permanently.

RISK DISCLOSURE

Trading of crypto assets involves significant risk. The risk of loss in trading or holding crypto assets can be substantial. You should therefore carefully consider whether using the Services is suitable for You in light of your financial condition.

There is no assurance that our trading market will be orderly and stable. You should exercise prudence in trading in crypto assets (as well as any other assets). Prices can and do fluctuate at any given moment for any reason. Due to such price fluctuations, You may gain or lose value in your assets at any given moment. Any trading position may be subject to large swings in value and may even become worthless.

The User shall bear any loss resulted in his/her own fault or error, including but not limited to: not in accordance with the transaction prompts operation, not timely trading operations, forgetting or leakage of passwords, passwords are cracked, and/or the Users computer is invaded or hacked by others.

In the event of a potential loophole in the trading rules that unjustly enriches the User, we will contact the User to recover the gains. The User must effectively cooperate, otherwise, we will take actions, including, but not limited to restrictions on account transactions, freezing account funds, prosecution of the User in a court with right of jurisdiction and other recourse measures. In the event that the User does not cooperate, the User will also bear recourse costs.

Please note that:

- You may sustain a total loss of the crypto assets in your User Address, and, in some cases, you may incur losses beyond such crypto assets.
- Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market reaches a daily price fluctuation limit ("limit move") and there is insufficient liquidity in the market.
- Placing instructions in order to recover the transaction, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such instructions.
- All crypto assets positions involve risk, and a "spread" position may not be less risky than an outright "long" or "short" position.
- All of the points noted above apply to all crypto assets. This brief statement cannot, however, disclose all the risks and other aspects associated with the Trade of crypto assets and shall not be considered as any professional advice.

YOU AGREE TO INDEMNIFY AND HOLD SERVICE PROVIDER HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION, IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH YOUR USE OF OUR TECHNOLOGY PLATFORM, INCLUDING, BUT NOT LIMITED TO THOSE ARISING FROM YOUR PERSONAL ERROR AND MISBEHAVIOR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, LOSS OF YOUR ACCESSES ETC.

ELIGIBILITY AND PROHIBITION OF USING THE SERVICES

The Services are intended solely for Users who are 18 or older. By accessing or using our Services, You represent and warrant that You are at least 18 years old and have not previously been suspended or removed from the Services; have full power and authority to enter into this legal relationship and by doing so will not violate any other legal relationships; guarantee that your crypto assets, which you transfer to the Services are not sold, encumbered, not in contention, or under seizure, and that neither exist any rights of third parties to

your crypto assets; use our Services with your own e-mail and for your own benefit and do not act on behalf and/or to the interest of any other person; are not Politically Exposed Person (PEP) or family member or close associate of the PEP. PEPs (as well as family members or close associates of the PEPs) are not allowed to use the Services. You also represent and warrant that You are not on any trade or economic sanctions lists, such as the United Nations Security Council Sanctions List, nor restricted or prohibited from engaging in any type of trading by administrative law enforcement agencies.

Also, we may not make all of the Services available in all markets and jurisdictions, and may restrict or prohibit use of all or a portion of the Services from Restricted Locations, which at this time include the USA, Afghanistan, Belarus, Bosnia and Herzegovina, Burma (Myanmar), Burundi, Canada, Central African Republic, Cyprus, Donetsk, Ethiopia, Guinea, Guinea-Bissau, Haiti, Hong Kong, Lebanon, Luhansk, Malaysia, Moldova, Montenegro, Netherlands, Nicaragua, Russia, Sri Lanka, Tunisia, Turkey, Ukraine, Venezuela, Vietnam, Singapore, Germany, Lithuania, Malta, Spain, Bolivia, France, North Korea, Sudan, Crimea and Sevastopol, Republic of Cuba, Syrian Arab Republic, People's Republic of China, Japan, Republic of Iraq, Republic of Yemen, Federal Republic of Somalia, Republic of Congo, State of Libya, Republic of Liberia, State of Eritrea, Republic of Mali, Republic of Zimbabwe, Republic of Côte d'Ivoire, the Islamic Republic of Iran and any state, country or other jurisdiction that is embargoed by England and Wales, a jurisdiction where the local laws prohibit you at any time (by reason of your nationality, domicile, citizenship, residence or otherwise) to access or use the Services. The content of the Terms shall not be excluded from the laws of the country or region under which the User belongs. As a result, if You do not meet these eligibility requirements, do not use our Services.

Service Provider reserves the right to close any of your User Address, to reject any User's exchange instructions, and to force you to withdraw all the crypto assets from the Services in case if: (i) Service Provider determines that you are accessing the Services from any of the restricted jurisdictions listed above, or (ii) you have given false representations as to your location of incorporation, establishment, citizenship or place of residence.

When accessing or using the Services, you further represent, agree and warrant, that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our the Services. Without prejudice to the generality of the foregoing, you represent, agree and warrant, that you will not:

- Customers shall not apply circumvention or obfuscating technologies to disguise their IP addresses or to hide the details of the transaction;
- Customers shall not create or distribute any technologies which infringe or which would assist other customers to infringe the terms hereof including for disguising IP addresses or to obfuscate details of the transaction;
- Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using the Services with full functionality, or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- Use the Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or any other illegal activities;
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by Us to access the Services or to extract data;
- Use or attempt to use another User Address without authorization;

- Attempt to circumvent any content filtering techniques We employ, or attempt to access any service or area of our Services that you are not authorized to access;
- Develop any third-party applications that interact with our Services without our prior written consent;
- Provide false, inaccurate, or misleading information;
- Encourage or induce any third party to engage in any of the activities prohibited under this Section.

YOU INDEMNIFY AND HOLD SERVICE PROVIDER HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH INVALIDITY OR BREACH OF ANY OF THE WARRANTIES, REPRESENTATIONS AND COVENANTS OF THIS SECTION AND THE ENTIRE TERMS.

USER ADDRESS

In order to use the full functionality of the Services a User Address shall be created. The Service Provider is entitled to assign the User Address to each User in a form the Service Provider thinks fit depending on the complexity of the Services provided upon its own discretion, including, but not limited to different combinations of characters (e.g. e-mail, special ID, etc.)

You are not entitled to assign and/or use your User Address to any third party, neither You can transfer your User Address details to any third party.

When creating your User Address you undertake to: - take full responsibility for all activities that occur under your User Address; - provide accurate and truthful information; - agree to pass through AML/KYC procedures which may be applied to You from time to time; - maintain and promptly update your User information; - promptly notify Service Provider if you discover or otherwise suspect any security breaches related to your User Address.

In case of your breach of the Terms, or any other event as We may deem necessary, including without limitation market disruption and/or Force Majeure event We may, in our sole discretion and without liability to you, with or without prior notice: suspend your access to all or a portion of our Services; or prevent you from completing any actions via the Services, including closing any open trade orders. In case the transferring resumes, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event; or terminate your access to the Services, delete or deactivate your User Address and all related information and files in such account.

In the event of termination, Service Provider will return any crypto assets stored in your User Address and not owed to Service Provider, unless Service Provider believes you have committed fraud, negligence or other misconduct.

DEPOSIT/WITHDRAWAL OF CRYPTO ASSETS TO USER ADDRESS

Services allow Users to remit crypto assets to their User Address from external third-party service and vice versa except to certain limitations, which may be updated from time to time. YOU INDEMNIFY AND HOLD SERVICE PROVIDER HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND,

INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH YOUR DEPOSIT/WITHDRAWAL TRANSFER REQUESTED IN VIOLATION OF SETTLED LIMITATIONS. You may be charged fees by the third-party service you use to remit your User Address. Service Provider is not responsible for any third-party services' fees. You are solely responsible for your use of the third-party service, and you agree to comply with all terms and conditions applicable to any third-party service.

In some cases, the third-party service may reject your crypto assets to be processed, suspend the deposit/withdrawal transfer of your crypto assets, or be not able to support the transfer, or may otherwise be unavailable. YOU AGREE THAT YOU WILL NOT HOLD SERVICE PROVIDER LIABLE FOR ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH SUCH REJECTED OR SUSPENDED ETC. DEPOSIT/WITHDRAWAL TRANSFERS.

You understand and acknowledge, that an address for receiving crypto asset will be created automatically as soon as you request the deposit transfer and before any crypto asset can be remitted to Your User Address and you fully and irrevocably authorize its creation.

In case you are required to verify, that you possess crypto asset of the third-party service that you use to remit crypto asset to your User Address, you undertake to provide such verification by following Service Provider instructions.

When you request Us to deposit/withdraw crypto assets into or out from your User Address, you authorize Service Provider to execute such transfer via the Service Provider' Services.

Subject to the terms and conditions of these Terms, We will use commercially reasonable efforts to record all transfers on a spot basis as soon as practicable. However, the timing associated with deposit/withdrawal of crypto assets depends inter alia upon the performance of third-parties services, and We make no guarantee that crypto assets will be deposited/withdrawn in any specific timeframe. YOU HEREBY UNDERSTAND AND ACKNOWLEDGE, THAT ANY DELAYS ARE POSSIBLE; YOU INDEMNIFY AND HOLD SERVICE PROVIDER HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TRANSFER DELAY, WHETHER ORIGINATED FROM OUR FAULT OR NOT.

CRYPTO ASSETS TRADE

When you submit a new trade order via the Services, you authorize Service Provider to: record a transfer of Your crypto assets from/into/on your User Address and/or, where applicable, reserve Your crypto assets on your User Address in accordance with such trade order, and charge you any applicable fees for such record.

In order to execute your trade order, you may be required to transfer funds from your User Address or external third-party service to an address provided to you by Service Provider. You acknowledge and agree that this address, provided you by Service Provider so that you could submit a trade order, applies only to such specific trade order and you undertake not to transfer funds to the same address once you have submitted your trade order.

You acknowledge and agree that, respective to your trading activity, Service Provider does not act as your broker, intermediary, agent, or advisor or in any fiduciary capacity; does not act as a party of transferring of a particular crypto asset.

Each placed trade order creates different market exchange rates. You acknowledge and agree that the rates information made available via the Services may differ from prevailing rates made available via other sources outside of the Services.

The exchange rates include:

1. A 'Fixed Rate' exchange allows you to receive the exact estimated amount, independent of market volatility. Once we provide a fixed rate for your transaction, it remains unchanged, ensuring you are protected from any subsequent market rate changes. Be aware that when you create a fixed rate exchange, you have 20 minutes to send us a deposit.
2. A 'Floating Rate' exchange refers to a traditional cryptocurrency exchange method where an approximate receiving amount is shown at the time the trade order is created. Due to the high volatile nature of the cryptocurrency market, you may receive more or fewer coins than initially expected. This is because the final amount may vary due the terms of the chosen service provider and market fluctuations between the time you initiate the transaction and when we facilitate to complete your exchange. Importantly, there are no strict time or upper amount restrictions for floating rate exchanges, giving you greater flexibility.

Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any crypto assets, the actual market rate at which a market trade transaction is executed may be different from the prevailing rate indicated via the Services at the time of your transaction. You understand, that We are not liable for any such rates fluctuations.

The rates made available via the Services shall not be considered as an investment or financial pieces of advice or referred to as such and cannot be used as a basis of investment strategy, legal position in the court and nothing in the rates information can be ensured to contain no errors, mistakes, misrepresentations or failures etc. THEREFORE, NEITHER SERVICE PROVIDER, NOR, WHERE APPLICABLE, ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OUTSOURCED ADVISORS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER WITH RESPECT TO THE RATES INFORMATION AND, IN PARTICULAR, AS TO THE ACCURACY OR COMPLETENESS OF THE RATES INFORMATION. YOU AGREE TO INDEMNIFY AND HOLD SERVICE PROVIDER HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION, IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH YOUR USE OF RATES INFORMATION AND/OR YOUR TRADING ACTIVITY VIA THE SERVICES.

Once your deposit/withdrawal request or trade order is executed, a confirmation will be electronically made available via the Services detailing the particulars of the transfer. You acknowledge and agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of such transaction.

We may, at any time and in our sole discretion, refuse to perform any transfer requested via the Services, impose limits on the transfer amount permitted via the Services or impose any other conditions or restrictions upon your use of the Services without prior notice.

Due to fast movement and/or volatility in the marketplace and/or other reasons, which may be applicable from time to time, We reserve the right not to execute Your trade order and not to transfer crypto assets under your trade order if the following event occur:

1. in the event that 20 minutes period for Fixed rate exchanges expire, or
2. in the event that the actual market rate significantly increases or decreases in relation to the Floating rate indicated by the Services in your trade order, or
3. in the event of market disruption, or
4. in any other event, as may be indicated by Us.

Upon Your separate instructions, We will:

- return the funds to Your Customer Account;
- or execute Your trade order in accordance with the rate newly indicated by the Services;
- or proceed otherwise, as reasonably instructed by the User.

We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

You may only cancel a transfer request initiated via the Services if such cancellation occurs before Service Provider executes the transfer. Once your transfer request has been executed, you may not change, withdraw or cancel your authorization for Service Provider to complete such transfer. If User's instruction has been partially filled, you may cancel the unfilled remainder unless the Service Provider has sent the execution request to the third parties. We reserve the right to refuse any cancellation request associated with a market rate trade order once you have submitted such order. While We may, at our sole discretion, reverse a trade under certain extraordinary conditions, a customer does not have a right to a reversal of a trade.

If you have an insufficient amount of crypto assets in your User Address to complete a transfer, We may cancel the entire order or may fulfill a partial order using the amount of crypto assets currently available in your User Address, less any fees owed to Service Provider in connection with our execution of the transfers.

If in trade order You have specified that after exchange relevant amounts are remitted not to your User Address, but to third-party service, and relevant third-party service rejects and/or for any other reason does not process amounts being remitted to above third-party service in due time, You undertake not to request relevant third-party service and/or not to credit above amounts to the address from which above amounts were remitted to relevant third-party service and immediately contact our Customer Service at support@simpleswap.io to receive further instructions on remittance of above amounts. YOU INDEMNIFY AND HOLD SERVICE PROVIDER HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA,

WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATING FROM YOUR VIOLATION OF THIS SECTION.

It is your responsibility to determine what, if any, taxes apply to the transfers you complete via the Technology Platform, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that Service Provider is not responsible for determining whether taxes apply to your transfers or for collecting, reporting, withholding or remitting any taxes arising from any trades and transfers and does not act as your tax agent.

SPECIAL TERMS ON FIAT TO CRYPTO EXCHANGE SERVICES

The Service Provider may provide to Users additional services on technical possibility to access and use fiat to crypto exchange services of the third parties ("Additional Services").

In order to use the Additional Service a User shall visit the Service Provider's website stipulated herein, input fiat/crypto pair exchange in the provided fields, amount which User willing to exchange and User's Address. Upon the successful input of information, User will be given access to the third party's platform where the actual service on fiat/crypto exchange will be performed by the third party. For the avoidance of doubt, User is provided an exchange service by the third party which technology platform User accesses. KYC procedures, deposit of funds and transaction status check will be undertaken at the third party's platform and will be between User and that third party provider. By accessing the Additional Service User understands and acknowledges the liability of the User to comply at all times with the terms and conditions of the third party provider, as well as such party's instructions, guidelines and requests.

The Service Provider hereby assumes no liability towards the transactions undertaken by User with the access and use of any third party services.

User will indemnify the Service Provider against any claims, requests related to the User's access and use of the third party's services.

SERVICE FEES

You agree to reimburse the Service Provider Services by paying the Service Fee of 1% of the input crypto asset amount of each successful transfer. That means that the Fee applicable to every trade executed within the Services, the Fee is calculated as 1% of the crypto assets You ordered to trade. The Service Provider may change the Fee structure from time to time, changes to the Fees are effective as of the effective date indicated in the posting of the revised Fee terms, and will apply to any transfers that take place following the effective date of such revised Fee structure. You hereby authorize Service Provider, or designated payment processor, to charge or deduct crypto assets as an applicable Fee from your User Address.

REFUND POLICY

By placing an exchange request on our Site, you agree to the terms of this Refund policy.

The User may request a refund in the following cases:

- If the exchange was assigned the status "Your exchange has failed";

- If the funds have been credited to the SimpleSwap deposit address and the exchange remains at the "Awaiting your deposit" stage.

The exchange statuses "Confirming the transaction", "Exchanging", "Sending" and "Finished successfully" are non-refundable due to the absence of external factors. Service Provider reserves the right to review exchange refund requests in the aforementioned statuses on a case-by-case basis.

SimpleSwap does not guarantee the refund of digital assets in case the User fails to comply with the instructions accompanying the exchange creation process or as indicated on the order page. This condition includes, but is not limited to the following circumstances:

- Sending digital assets by the User other than those specified in the order or entered in the wrong network;
- Sending Digital Assets by the User with an expired contract;
- Sending deposit by User without obligatory tag (MEMO Destination Pag, Payment ID, etc.) if it is indicated on the order page;
- Sending deposit amount lower than acceptable minimum limit set by SimpleSwap.

Service Provider reserves the right to review each case on an individual basis.

In some of the aforementioned cases, our liquidity provider may charge an additional fee for assistance in the recovery of the User's funds. Partner's commission can be deducted from the deposit amount or can be charged separately.

Refunds are not available for:

- Counterfeit and imitation assets;
- Assets sent in the test network.

In order to request a refund, the User should contact Support through the official communication channels: live chat at simpleswap.io or by e-mail at support@simpleswap.io. We are not responsible if the User discloses information on the User's exchanges/transactions to third parties or applies for a refund through channels other than indicated. Users should not trust personal messages or inquiries submitted by individuals claiming to represent SimpleSwap. If you cannot confirm that this is an official request from SimpleSwap, please contact us directly at support@simpleswap.io.

SimpleSwap offers users to receive a refund to the original address or to the refund address entered during the creation of the exchange. However, in some cases SimpleSwap reserves the right to offer a refund to the original address as the only possible solution.

Upon conducting refunds, the support service reserves the right to request additional confirmation of the deposit ownership by the User in the required form.

Upon forwarding the refund to the User the payment required to cover the network commission may be charged from the original deposit amount. If the refunded asset is a token and not the main network coin, the User may be requested to make an additional payment in coins of the main network to cover the network commission.

SimpleSwap shall not be liable for any funds sent to fake phishing sites that imitate the original SimpleSwap project. User should make sure that User is visiting the correct domain simpleswap.io.

The period during which SimpleSwap holds User funds is limited to 1 calendar year. After this period, SimpleSwap does not guarantee the safety of unclaimed funds.

CHANGE, INTERRUPTION, TERMINATION, AND DISCONTINUANCE OF SERVICES

Service Change and Interruption: We may change the Service and/or may also interrupt, suspend or terminate the service at anytime with or without prior notice.

Service Discontinuance and Termination: we reserve the right, in our sole discretion, to discontinue or terminate the services provided to you without notice, temporarily or permanently, including, but not limited to, the following cases:

If the personal information you have provided is not true, or inconsistent with the information at the time of registration and you have failed to provide reasonable proof (please remember, according to the laws or regulations you should submit true information);

If you violate the relevant laws and regulations or this agreement;

If required by any provisions of the laws and regulations, as well as the requirements of relevant government authorities;

For security reasons or other necessary circumstances.

PROMOTION AND MARKETING

You do hereby acknowledge that you shall seek a prior expressed approval of the Service Provider before utilizing any promotional materials in order to advertise and market the Services and products of the Service Provider. Any use of the promotional materials relating to the marketing of the Services without Service Provider's prior approval, as well as execution of any inappropriate way of marketing is forbidden and any such act will force us to initiate action.

You do hereby further acknowledge that Service Provider grants you a non-exclusive, limited and non-transferable license to use the Service Provider's trademarks, service marks, logos, slogans and any other brand content on the promotional materials. The license hereby granted shall terminate upon termination of the agreement, as well as upon simple limitations imposed on you at Service Provider's sole discretion due to violation of the terms or our belief of violation. The Service Provider shall retain ownership of approved promotional materials. You shall immediately delete, remove, withdraw any promotional materials at your possession upon termination of the agreement.

You are not allowed to perform the following ways of advertising, marketing and promotion, which the Service Provider categorizes as inappropriate ways of the same. Please note that the final decision on categorizing a particular way as inappropriate way stays by the Services Provider. We may terminate your affiliate account, limit your use of the Services, suspend any payments due, as well as your balance at our own discretion in case we believe you violate any of the terms hereby stated.

You shall not:

- Use any illegal and/or spam method of advertising, such as: unsolicited email, unauthorized placing of the link in forums, newsgroups, message boards, etc.;
- Bid on keywords and phrases containing the Service Provider trademark, or variations or misspellings of the trademarked term on pay per click or pay per impression campaigns on the search engines without our prior approval;
- Use the Service Provider website(s) as display URL in paid media ads and to direct-link or redirect to the Service Provider Website(s);
- Use non-unique copyright infringing content to promote Service Provider;
- Use traffic generated by pay to read, pay to click, banner exchanges, click exchanges, PPV advertising, pop-up/under, or similar methods;
- Provide cash backs, rewards or any other kind of incentives to obtain the sale without our prior approval;
- Offer price savings methods, including coupon(s), voucher(s), discount codes, or added value offers without our prior approval;
- Use our advertising and promotional materials, trademark or name in a way that negatively affects our image;
- Use iframes or any other techniques or technology that places your affiliate tracking cookie in any means other than an actual click-through;
- Use link cloaking or masking techniques or technology with the goal to promote Service Provider on websites and/or networks not explicitly listed in your affiliate profile and hiding that traffic source;
- Use lewd, obscene, illegal or pornographic material, or any other material that is deemed to be objectionable on your website(s). This includes, but is not limited to, bigotry, hatred, pornography, satanic materials, trademark and copyright materials, all content of an adult nature, etc. The declaration of any materials as such is subject to our reasonable opinion;
- Use keywords and phrases containing the Service Provider trademark or any other variations or misspellings confusingly similar to Service Provider trademark, name, logo or domain name, without our prior approval, on your domain name(s), company name, logo, trademark, product(s), project(s), service(s);
- Use keywords and phrases that contain or are confusingly similar to third-party trademarks, names, logos or domain names unless you have been duly authorized by the trademark owner, on your domain name(s), company name, logo, trademark, your product(s), project(s), service(s).

You may integrate paid advertisement on Your web resources in order to promote the Services and products of the Service Provider subject to the following conditions:

- Service Provider's written approval has been obtained by You at least 7 (seven) days prior integration of paid advertisement on Your web resources;
- Service Provider's written approval has been obtained by You towards key words to be used for paid advertisement which will lead users to Your web resources (there are restrictions on branded key words use, such as «simple swap» etc., which please note);
- You have provided Service Provider with access to Your Google Ads account with the at least right to observe the data.

THE LOYALTY PROGRAMME

The Loyalty Programme is a system of rewards offered by Service Provider to Users for their activity on the Site.

In order to participate in the Loyalty Programme, User shall be eligible to use the Services and have Customer Account. There is no fee to participate in the Loyalty Programme. The benefits of the Loyalty Programme are non-exchangeable, non-transferable and linked to Customer Account.

The Loyalty Programme includes 4 Levels of progression based on the total amount of transactions made by User within a given period of time. Each Level provides different benefits and cashback amount in BTC on all User's transactions made once User reaches the exact Level of progression. The each Level of progression reached does not expire.

At the discretion of SimpleSwap, and by mutual agreement between User and SimpleSwap, individual User may be entitled to the Loyalty Programme benefits at any Level for individual accomplishments. At the discretion of SimpleSwap and with notification to User, User reverts to Level 1 of the Loyalty Programme or retains the respective level individually achieved.

We may change any feature of the Loyalty Programme, including the levels, period of time, eligible amounts of transactions and the period of time for progression, and the way the programme is structured. Please refer to <https://simpleswap.io/loyalty> for updated information and the details of the Loyalty Programme.

SimpleSwap has a zero-tolerance policy against Users who manipulate or abuse the Loyalty Programme. We may investigate cases of fraud, misuse, or abuse, and this may result in all benefits including cashback amount being canceled and Customer account being blocked.

For more details about the Loyalty Programme, visit <https://simpleswap.io/loyalty>

INTELLECTUAL PROPERTY

Unless otherwise indicated by Us, Service Provider IP is the proprietary property of Service Provider or our licensors or suppliers and is protected by international copyright laws and other intellectual property rights laws. We hereby grant you a limited, nonexclusive and non-sublicensable license to access and use the Service Provider IP for your personal or business use solely for the purposes of regular use of the Services. The license granted will automatically terminate if We suspend or terminate your access to the Services.

THIRD PARTY CONTENT

Through the Services, You will have the ability to access and/or use content provided by third parties. The Service Provider cannot guarantee that such third party content will be free of material you may find objectionable or otherwise. The Service Provider disclaims any responsibility or liability related to your access or use of any third party content.

LIMITATION OF LIABILITIES

Except as expressly provided to the contrary in a writing by Us, our services are provided on an "As is" and "As available" basis. WE EXPRESSLY DISCLAIM, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO OUR SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.

Except as otherwise required by law, IN NO EVENT SHALL SERVICE PROVIDER, OUR DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES OR THE SERVICE PROVIDER IP, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM SERVICE PROVIDER, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SERVICE PROVIDER'S RECORDS, PROGRAMS OR SERVICES.

To the maximum extent permitted by applicable law, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SERVICE PROVIDER (INCLUDING OUR DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES AND AGENTS), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, OR TO THESE TERMS EXCEED THE FEES PAID BY YOU TO SERVICE PROVIDER WITHIN 3 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY.

MISCELLANEOUS

Separability: If any provision of this Terms is deemed to be unlawful, invalid or unenforceable for any reason, such provision shall be deemed to be divisible and shall not affect the legal effect of any other provision.

Complaints: If you have any complaints, feedback, or questions, please contact our Customer Service at support@simpleswap.io. When you contact us, please provide us with your name and email address and any other information we may need to identify you, and the transaction on which you have feedback, questions, or complaints.

Miscellaneous: These Terms set forth the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and communications relating thereto. No term or condition of any other document provided to Service Provider which is different from, inconsistent with, or in addition to the terms and conditions set forth herein will be binding upon the Parties. You represent and warrant that all information disclosed to Service Provider in connection with these Terms are true, accurate, and complete.

Assignment. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Service Provider, including by operation of law or in connection with any change of

control. Service Provider may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

No Waiver. Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

APPLICABLE LAW AND VENUE

The Terms and your use of the Services will be governed by and construed in accordance with the laws of England and Wales. You agree that any action at law pursued by You and arising out of or relating to the Terms not subject to arbitration (as set forth below) will be filed only in the Court in the jurisdiction where Service Provider is respectively registered and You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such court over any suit, action or proceeding arising out of the Terms.

ARBITRATION

You and Service Provider (“All Parties”) agree to arbitrate any dispute arising from these Terms or relating to the Service, except that you and Service Provider are not required to arbitrate any dispute in which either party seeks other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. You and Service Provider agree that you will notify each other of any dispute within 30 days of when it arises, that you will attempt informal resolution prior to any demand for arbitration and that arbitration will be conducted confidentially by a single arbitrator. You and Service Provider also agree that the court in England and Wales, where Service Provider is located has exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. In any arbitration, the parties will not seek discovery from each other, and the arbitrator shall not allow parties to engage in discovery; rather, each party shall disclose the evidence supporting their positions at some mutually agreeable time and date prior to the final hearing. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Neither you nor Service Provider will participate in a class action or class-wide arbitration for any claims covered by these Terms. You also agree not to participate in claims brought in by a private attorney general or representative capacity, or consolidated claims involving another person, if any Party is a party to the proceeding. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then that language shall be deemed to have been dropped from these Terms and the remaining obligations relating to arbitration shall continue in full force and effect.