



**Swag**  
Enrich  
your life

# Terms and conditions NFTs

## **SECTION 1 – GENERAL TERMS AND CONDITIONS**

### **ARTICLE 1. TERMS OF USE**

**1.1** These General Terms and Conditions are entered by and between SWAG OÜ, a company incorporated under the Estonian law, with company registration number 14762080 whose registered office is in Tallinn, Tartu mnt 14 - 10117, Estonia (hereinafter referred to as **“SWAG”** or the **“Company”**) and the User for the purchase of a Not Fungible Tokens (hereinafter referred to as **“NFTs”**) incorporating digital works of art within the categories of images.

**1.2** The following words and expressions shall bear the following meanings, except where the context otherwise requires:

**“Agreement”** means this contract governing the purchase of NFTs consisting of (i) the Subscription Form accepted by SWAG; (ii) these General Terms and Condition; (iii) the Prices attached hereto sub-Schedule 1; (iv) Notice on the processing of Personal Data attached hereto sub-Schedule 2.

**“Issue Date”** means the date of minting of the NFT, the 15<sup>th</sup> day after being obtained the authorization of SWAG.

**“Ethereum”** or **“ETH”** means the open-source, public blockchain distributed computing Platform and operating system featuring smart contract functionality of which the NFTs shall be deployed.

**“Excluded Territories”** mean Albania, Afghanistan, Argentina, Barbados, Bangladesh, Belarus, Bolivia, British Virgin Islands, Burkina Faso, Cambodia, Canada, Cayman, China, Congo, Crimea, Cuba, Donetsk Region, Lugansk Region, Japan, Jordan, Haiti, Honk Kong, India, Iran, Iraq, Liberia, Libia, Malaysia, Malta, Mari, Myanmar, Morocco, Messico, Nicaragua, Nigeria, North Korea, Pakistan, Philippines Panama, Russia, Senegal, Singapore, South Africa, South Sudan, UAE, United States of America, Vietnam, Yemen and UK.

**“Prohibited Images”** shall mean (i) sexual subject matter of any nature; (ii) political subject matter of any nature; (iii) offensive racial/prejudicial subject matter of any nature; (iv) offensive religious subject matter of any nature; (v) copyrighted material of any nature; (vi) branded product/service, including abbreviation, acronyms and/or symbol of any nature; (viii) solicitation, including telephone numbers or services of any nature; (ix) celebrities, musician, athletes, entertainers, public figures of any nature; (x) any graphic design element that might reflect poorly or might engender toward or derision of other persons, merchants, brands.

**“Place Holder”** means the draft of the image that shall be uploaded in the system for the reservation of the Slot and that shall be replaced by the original.

**“RahaPTS”** means the Estonian Anti-money Laundering and Anti-Terrorism Financing Law entered into force on 13.03.2022.

**“Slots”** means the number of pieces of the Trademark on which will be installed the image provided by the User.

**“Territory”** shall mean worldwide, except for the Excluded Territory.

**“Trademark”** means the SWAG Community Trademark with application number 018657717.

**1.3** In this Agreement, unless otherwise expressly stated or the contrary intention appears:

- any capitalized term contained within inverted commas and within parenthesis in any provision of this Agreement shall have the meaning respectively assigned to it in the said provision where it is so contained;

- Words importing the masculine gender shall include the feminine gender and vice-versa and words importing the neuter gender shall include the masculine and the feminine gender;
- Reference to a clause, paragraph, schedule is to a clause, paragraph, schedule of or to the Agreement.
- The headings in these Terms and Condition are inserted for convenience only and do not affect its construction. The schedules to this Agreement shall be and be construed to form an integral and substantial part of this Agreement and any reference to this Agreement shall include a reference to the said schedules.

## **ARTICLE 2. SCOPE OF THE AGREEMENT**

**2.1** The NFT will contain the SWAG's trademark above which will be inserted an image provided by the User.

Since that by virtue of the minting, the trademark shall be dematerialized SWAG is not entitled to grant to the User the limited, non-exclusive, nontransferable, non-sublicensable, and personal license to use the Trademark.

**2.2** The NFTs will be encoded and deployed on the Blockchain Polygon based on ETH using the general mechanism used by such technologies, the writing and triggering of standard ERC20 smart contract. The NFT shall be issued on the Issue Date at the price, per NFT or per a Slot thereof, specified in the schedule 1 of this Agreement, which shall be payable in full by the User in BTCs.

**2.3** All digital works handled by the Platform are converted into a single NFT, coined by SWAG by virtue of a mandate contract, in its own name but on behalf of the User. NFTs are tracked and stored forever on the digital art marketplace operating on the Polygon blockchain, providing the User with a permanent record of authenticity and ownership.

**2.4** NFTs will not be offered, deployed and purchased in the Excluded Territories.

**2.5** User is responsible both for the digital works transmitted to SWAG and for the NFTs representing the rights thereon SWAG does not exercise any control and therefore is not responsible for the authenticity, security, legitimacy or accuracy of the information relating to the digital works. By approving the conversion of the digital work into NFT, the User expressly declares and guarantees that the digital work is an original creation. User is prohibited from issuing NFTs relating to digital works protected by copyright and created with any form of derivation obtained through the use of digital visual language technologies (for example: digital photography, digital imaging, net art, pixel art, digital painting, algorithmic art, computer graphics, video art, 3D sculpture), without the prior license or authorization issued by the author of the same. The User may, through SWAG issue NFTs only for digital works that he has personally created and of which he has full ownership of all rights, unless otherwise provided by the User Finally, it must refrain from minting further NFTs of the digital work entrusted to SWAG on any different blockchain and with any further digital technology, even if unknown today. The User shall not provide to SWAG a Prohibited Image. The image shall not be modified after being uploading in the system.

**2.6** SWAG relies on third party service providers . The online site may contain links to third party websites ('Third party service providers') or may make use of additional services provided by third party service providers, such as payment services. The User's use of such products, services, applications or websites will be governed by and subject to the terms and conditions and privacy policies of the relevant Third Party Service Provider.

### **ARTICLE 3. SWAG REPRESENTATION AND WARRANTIES**

By signing this Agreement SWAG represents and warrants:

- (i) to be authorized and have full power to sale NFTs to public;
- (ii) to be the owner of the Trademark;
- (iii) NFT is not qualified as a security within the meaning of the § 2 of Securities Market Act (VPTS) of the Republic of Estonia. The NFTs must not be qualified as financial instruments as defined in the European Directive 2014/65/EU or as otherwise regulated instruments.

### **ARTICLE 4. USER REPRESENTATION AND WARRANTIES**

By completing and submitting the Subscription Form the User warrants:

- (i) to be at least 18 years old.
- (ii) to have sufficient knowledge and experience in financial and business matters to evaluate the risks of purchasing NFTs. Prices of NFTs are subject to volatility and fluctuations in the price of cryptocurrency can also materially and adversely affect NFT prices. The User acknowledges to fully understand this subjectivity and volatility and the risk to lose money.
- (iii) To be aware of the risk of purchasing counterfeit items, mislabeled items, items that are vulnerable to metadata decay, items on smart contracts with bugs, and items that may become untransferable. The User represents and warrants to have done sufficient research before making any decisions to purchase any NFTs.
- (iv) do not be citizen and resident of any Excluded Territories;
- (v) to comply with all applicable laws (local, statal and federal law).
- (vi) to be aware that the blockchain transactions are irreversible and SWAG has no ability to reverse any transactions on the blockchain.
- (vii) do not be involved in any activities that contravene Estonian or international law or regulation including anti-money laundering laws.
- (viii) to have paid any taxes due in connection with the purchase of the NFTs in any Territory.
- (ix) all information contained in the Subscription Form is true, accurate and not misleading.
- (x) to have the copyright on the image provided to SWAG and do not violate any law, contract, intellectual property or other third-party rights.
- (xi) do not use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by SWAG to access the service, extract data, or otherwise interfere with or modify the rendering of service pages or functionality.

### **ARTICLE 5. APPLICATION PROCESS**

**5.1** In order to purchase an NFT the User must: (i) duly complete the online subscription application which shall contain an accurate and comprehensive response to all the question asked therein by the User; (ii) provide SWAG with the documentation required for the satisfactory completion of the due diligence process which SWAG is obliged to carry out and complete in terms of applicable law; (iii) pay the price to the SWAG's wallet as specified in the Subscription Form; (iv) upload the Place Holder in the system by no later than 30 days from the payment date.

**5.2** Upon the approval and acceptance of the Subscription Form by SWAG, SWAG shall allot the NTF in favor of the User on the Issue Date. Therefore the User will be considered to be the absolute owner and beneficiary of the digital product incorporated in the NFT.

**5.3** The User undertakes to inform SWAG should the User be contracting with the Company not as a principal but as an agent, nominee, trustee or under any other fiduciary agreement.

**5.4** SWAG is entitled to refuse an application if it consider that the User's situation is such that admission of the image provided by the User may be detrimental to the orderly operation of SWAG and/or to the integrity or reputation of SWAG or the User does not and/or will not comply with the rules related the Prohibited Images. In addition SWAG may refuse an application of an User the business activities whereof fit any of the following categories: (i) activities that might lead to the destruction of the earth's ecosystem; (ii) alcohol and drugs; (ii) gambling; (iii) firearms; (iv) political advertising; (v) pornography; (vi) tobacco.

**5.5** In case of User's refusal to replace the Place Holder with the Images, by no later than 30 days, SWAG may decide to terminate the Agreement and not recognize any reimbursement of the Price to the User.

## **ARTICLE 6. PRICES**

**6.1** The amount of the Price varies depending on the Slots purchased by the User, as per the Schedule 1 of this Agreement.

**6.2** All Prices are collected and distributed upon transfer of the NFT via Smart Contract.

**6.3** The transactions that take place on the Platform are managed and confirmed through the Polygon blockchain. The User is aware that his public Polygon address will be made publicly visible every time he engages in a transaction on the Platform.

## **ARTICLE 7. INDEMNITY**

**7.1** The User indemnify and keep SWAG and all members of its group fully and effectively indemnified from and against all claims, liabilities, loss, damage, costs, penalties and expenses (including legal fees) suffered or incurred in connection with (i) the violation of the IP laws as well as from any liability related to any title to the declarations made by the Users regarding the declarations of uniqueness, authenticity and authorship of the digital work; (ii) the User's misuse of the NFTs or content linked to or associated with any NFTs; (iii) any violation of this Agreement; (iv) the User's violation of the rights of or obligations to a third party; (e) the User's negligence or willful misconduct.

**7.2** SWAG WILL NOT BE RESPONSIBLE OR LIABLE TO THE USER FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO THE USER FOR, ANY USE OF NFTS, CONTENT, AND/OR CONTENT LINKED TO OR ASSOCIATED WITH NFTs, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (A) USER ERROR, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) UNAUTHORIZED ACCESS OR USE; (D) ANY UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR NFTs.

**7.3** SWAG does not own or control MetaMask, Coinbase, Google Chrome, the Polygon network, Polygon or any other third party site, product or service that the User may access, visit or use for the purpose of allowing the use of the various features of the Platform. SWAG is not responsible for the

acts or omissions of such third parties, nor will it be liable for any damages resulting from transactions or any other interactions with such third parties.

**7.4** NO SWAG PARTY IS RESPONSIBLE OR LIABLE FOR ANY SUSTAINED LOSSES OR INJURY DUE TO VULNERABILITY OR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE NFTS. NO SWAG PARTY IS RESPONSIBLE FOR LOSSES OR INJURY DUE TO LATE REPORTS BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE NFTS, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING LOSSES OR INJURY AS A RESULT.

## **ARTICLE 8. TERM AND TERMINATION**

**8.1** This Agreement shall commence on the Date of Issue and continue for the period of 12 months unless terminated earlier pursuant to the following provisions.

**8.2** The User may terminate the Agreement without penalty and without having to state a reason within 14 (fourteen) days (right of reconsideration) of the conclusion of the Agreement by registered letter with acknowledgement of receipt to be sent to the registered office of SWAG.

The User shall terminate the Agreement at any time, without penalty and without any charges, by notifying SWAG in writing by email.

**8.3** SWAG may terminate the Agreement at any time with a notice period of at least 1 (one) month and without any fees for the User, by notifying the User in writing by e-mail in the following cases:

(i) if the User commits any breach of this Agreement which is material and not capable of remedy, or which is capable of remedy but which is not remedied within 14 days of notice from the SWAG to do so; or

(ii) any of the representation or warranties contained in clause 4 of this Agreement are untrue in any material respect, at the time of making thereof or shall subsequently become untrue in any material respect;

(iii) if the User is suspected of malicious or fraudulent conduct;

(iv) in case of a change or prospective change in taxation law or practices having an adverse effect on NFTs or the transfer thereof.

(v) in case of any change in national or international political, legal, tax or regulatory conditions; or any crisis, calamity, war or escalation of hostilities or military level or terrorist attack or other emergencies;

(vi) in case the User fails to perform or otherwise breaches the RahaPTS or any of its obligation hereunder.

## **ARTICLE 9. TRANSFER**

NFTs EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ASSOCIATED BLOCKCHAIN (E.G., ETHEREUM NETWORK) and therefore any transfer occurs on the associated blockchain. The NFTs are freely transferable and SWAG shall not effect or otherwise control the transfer of title or right in any NFT or underlying or associated content or items.

## **ARTICLE 10. NOTIFICATIONS**

**10.1** SWAG shall execute all notifications in one of the following ways, in compliance with the current regulations:

- I. Publication on its Website;
- II. Sending an e-mail message to the address indicated by the User in the Subscription Form or subsequently.

**10.2** User shall send communications:

- I. at
- II. at the registered office of SWAG, indicated in the preamble to this Agreement;
- III. via the internal messaging system.

### **ARTICLE 11. COMPLAINTS AND DISPUTE SETTLEMENT**

User may submit a Complaint to SWAG by post to the address indicated above or by e-mail (to the e-mail address [support@swagyourlife.atlassian.com](mailto:support@swagyourlife.atlassian.com)) indicating the User's name, e-mail address, SWAGGY Wallet number, the transaction that is the subject of the Complaint as well as the cause of the Complaint.

SWAG shall respond to the User's Complaint within 15 (fifteen) days from the date of receipt of the Complaint.

User may also contact SWAG via the internal messaging service for the management of problems related to the transactions. Requests for technical assistance may be sent 24 hours a day via the ticket option from each User's private area. Such requests, if received outside business hours or on holidays, shall be processed from the first following business day. If the Complaint received is deemed to be well-founded by SWAG, SWAG shall notify the User within the aforementioned timeframe, specifying the timeframe within which it will resolve the reported critical issue. If SWAG considers the Complaint to be unfounded, it shall state the reasons for this.

If the User does not receive a reply or is not satisfied with the answer received from SWAG within the above-mentioned time limits, prior to taking legal action before the court, he/she must submit his/her complaint to the Consumer Disputes Committee (see <https://www.eesti.ee/en/consumer-protection/consumer/filing-a-complaint/> or in writing to Endla 10a, 10142 Tallinn).

For the out-of-court settlement of disputes arising from the conclusion of Agreement concerning services through the website or other electronic means, User may access the Online Dispute Resolution platform (hereinafter "ODR Platform") developed and managed by the European Commission in accordance with Directive 2013/11/EU and EU Regulation 524/2013.

### **ARTICLE 12. GOVERNING LAW AND JURISDICTION**

This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Estonia. The Harju Court shall have exclusive jurisdiction for all the legal proceedings arising out of or in connection with this Agreement.



**Swag**  
Enrich  
your life

### **Schedule 1- PRICES**

<b>SLOT</b>		<b>PRICE</b>
By	to	Value per slot
1	1290	€ 1.500
1	139	€ 2.250
1	226	€ 2.000
1	146	€ 3.000
1	199	€ 2.500