



Swag
Enrich
your life

TERMS OF SALE OF THE DIGITAL PRODUCT

1. GENERAL PROVISIONS

- 1.1. These general conditions of sale and the whitepaper attached under Annex 1 (the “Terms of Sale”) govern the sale of the Product called “Swag Token” through the Website (the “Digital Product” or “Token” or “\$SWA”).
- 1.2. Please read these Terms of Sale carefully before making any purchase. By purchasing the Digital Product, the User fully accepts these Terms of Sale.
- 1.3. Swag reserves the right to modify these Terms of Sale and Annex 1 at any time in order to modify the Digital Product or to bring the Token into compliance with applicable legal requirements. The applicable Terms of Sale are those in force on the date of transmission of the Purchase Order referred to in article 2 below, unless any changes to these documents are required by the applicable law or by the competent authority (in which case, they will also apply to Orders that the User has previously transmitted). If a provision of these Terms of Sale is held invalid, void or for any reason unenforceable, such provision will not affect the validity and enforceability of the remaining provisions.
- 1.4. Unless otherwise provided, the definitions and provisions set out in the Terms of Use are fully referred to and applied to these Terms of Sale.

2. PURCHASE ORDERS

- 2.1. The Digital Product offered through the Website is described in detail on the relative Token page on the Website and, in relation to the technical characteristics, the rights incorporated therein and its uses, the User is invited to read the latest version of Annex 1 (whitepaper). The image of the Digital Product on the Website may not be perfectly representative of its characteristics, the image may differ in colour, size, accessory elements of the images, performance, etc. Therefore, the images of the Digital Product displayed on the Website do not constitute a contractual element, as they are to be considered as a mere representation.
- 2.2. In order to be able to place a Purchase Order, the User must be registered on the Website and provide - if not already provided during registration - some data and information as well as a copy of the documents, indispensable for the management of the Order (for example: name and surname, e-mail address, telephone number, etc.) and the execution of the Due Diligence Procedure.

- 2.3. The User, following the procedure indicated on the Website, will be able to choose the Digital Product package in relation to which he / she will send the Purchase Order by checking in advance the price, availability and characteristics.
- 2.4. The offer of the Token through the Website must be considered as an invitation to send a purchase offer and the Order sent by the User as a contractual purchase offer, the execution of which is subject to confirmation and / or acceptance by Swag as described below. Swag reserves the right to accept or refuse the Order in its sole discretion. Swag also reserves the right to refuse the Purchase Order in certain cases such as (but not limited to):
- (a) supply of unrealistic personal data;
 - (b) failure and / or incorrect execution by the User of the Due Diligence Procedure;
 - (c) breach by the User of any prior agreement with Swag;
 - (d) in the event of partial or total unavailability of the Digital Product indicated in the Purchase Order;
 - (e) in any other case in which the economic interests and policies adopted by Swag conflict with the Purchase Order.
- 2.5. Before placing the Purchase Order, the User must verify that the type of Swag Token package, the price, the requirements, the services and the type of Digital Product correspond to his / her needs, as well as verify any additional costs. Before completing the Order, the User must verify the accuracy and completeness of the personal data, information and documents necessary to complete the purchase procedure as well as the Due Diligence Procedure.

3. CONCLUSION AND EFFECTIVENESS OF THE AGREEMENT

- 3.1. The Contract will be concluded upon receipt by the User of the Company's communication of acceptance of the Order sent to the e-mail address indicated by the User.
- 3.2. Upon conclusion of the Contract, the User is granted (i) a right to become the owner of the amount of Tokens relating to the \$SWA package / -s purchased through the Website starting from the date communicated by the Company to the User via the Website, this right is non-transferable, exclusive and unlimited, (ii) following receipt of the Digital Product, a right to use the Token as further indicated in [Annex 1](#) (whitepaper). All rights of use that have not been explicitly indicated will remain with Swag which, in any case, is and will remain the owner of all copyright and intellectual property rights relating to the Token.
- 3.3. For more information in relation to the characteristics of the Digital Product, the rights incorporated in it and the uses that the User can make through it, please read the

most updated version of [Annex 1](#) (Whitepaper), which forms integral and substantial part of the Terms of Sale.

- 3.4. Swag has the right to block access and / or use of the Token in case of improper use of the same by the User. The User is responsible for any improper use, meaning as such the use contrary to what is described under [Annex 1](#) (Whitepaper).
- 3.5. The User, in the agreed ways and times, will pay the amount relating to the Digital Product as indicated in the Purchase Order.
- 3.6. If payment for the Product is not made within the deadline indicated via the Website, in the manner or for the amounts provided, the Contract will be automatically terminated.

4. CONDITIONS FOR THE PURCHASE OF THE DIGITAL PRODUCT AND THE CREATION OF THE WALLET

- 4.1. In order to purchase the Digital Product, the User must own and be able to use a wallet of virtual currencies offered by the Company.
 - 4.2. Depending on the jurisdiction of the User's residence, following the creation of the account, the Company may provide a digital wallet aimed at recording and enabling the use of virtual currencies and the Digital Product (the "Wallet"). If the User is resident in a jurisdiction in which the Company does not offer its Wallet service, the User will not have access to the Wallet through the Website and will not be able to send a Token Purchase Order.
 - 4.3. The User acknowledges and accepts that the Company may refuse the request for provision of the Wallet service for any reason at its sole discretion and without the obligation to give reasons, including, by way of example but not limited to, for reasons relating to the impossibility of completing the Due Diligence Procedure.
 - 4.4. Swag reserves the right to block access to the Wallet and the use of the Digital Product where it deems it appropriate or necessary for security reasons or to comply with legal obligations or measures imposed by the authorities.
 - 4.5. Swag may block, suspend or close the User's Wallet in the event of impossibility to correctly perform the Due Diligence Procedure pursuant to anti-money laundering legislation or in any case where the User's operations are anomalous.
 - 4.6. In addition to the provisions of this article 4 relating to the Wallet, the "Terms and Conditions of the Swaggy Wallet" available via the following link apply to the Wallet service referred to in the Terms of Sale.
5. TOKEN AVAILABILITY
- 5.1. The availability of the Digital Product refers to the actual availability indicated on the Website at the time the User places the Order. However, this availability will be

considered purely indicative as there could be an IT anomaly that makes the Token available for purchase that actually is not.

- 5.2. Even after the Order confirmation e-mail sent by Swag, there may be partial or total unavailability of the Digital Product. Upon the occurrence of this eventuality, Swag will inform the User of the possibility of placing a partial order, cancelling the Order or placing an Order for a different number of Tokens.
- 5.3. Following the execution of the Contract, Swag will send the User an email aimed at confirming the purchase of the \$SWA package object of the Order and the User will be able to view the \$SWA packages purchased and the relative number of Tokens of which he / she will become the owner through the appropriate section of the Website.
- 5.4. Starting from July 21, 2026 (the "Redemption Date"), the User will have the right to redeem the package(s) of \$SWA purchased in order to become the owner of the relative quantity of Tokens by following the procedure indicated by the Company on the Website through the "Claim" function (the "Redemption Procedure").
- 5.5. Following the Redemption Procedure, the number of Tokens purchased by the User will be automatically recorded by the Company in the User's Wallet and the latter will be able to use the Digital Product as more fully described in [Annex 1](#) (whitepaper).

6. No WARRANTIES

- 6.1. The Digital Product is provided "as is" on the date of transmission of the Purchase Order, the User must not rely on the descriptions of the Token prior to that date. The Digital Product may not be suitable for the purposes of the User who declares and agrees to be aware of this.
- 6.2. Swag does not guarantee that the use of the Digital Product will guarantee compliance by the User with the provisions of the law and regulations applicable to it.
- 6.3. All warranties, representations and obligations not provided for in these Terms of Sale (express or implied) are excluded, unless otherwise provided by law.

7. PRICE

- 7.1. The sale price of the Token is indicated on the Website in Euros and is inclusive of VAT and any other taxes or charges, if applicable.
- 7.2. Any ancillary costs are indicated and calculated as part of the purchase procedure and specified in the Purchase Order and in the Order receipt confirmation.
- 7.3. The price of the Digital Product indicated on the Website may contain errors or omissions and, therefore, must not be considered correct and / or definitive until the User receives confirmation of receipt of the Order from the Company.
- 7.4. In the event of errors or inconsistencies with respect to the Order, the User will be contacted via email to proceed with the modification of the Order.

8. PAYMENTS AND REFUNDS

- 8.1. The payment of the Digital Product can be made with the means of payment indicated on the Website or otherwise indicated by Swag before the conclusion of the Order procedure.
- 8.2. Any refunds - even if deriving from the cancellation of the Order - will be credited with the same means of payment used by the User, according to the timing of the specific credit channels, unless otherwise requested by the User.
- 8.3. In the event of a refund of the price paid by the User, any costs and charges applicable to the refund operation pursuant to this article will be borne by the User.
- 8.4. The User will be entitled to the refund of the price paid in relation to the \$SWA package(s) purchased if the Company:
 - (A) does not allow the User to carry out the Redemption Procedure, except in the case of momentary impossibility to carry out the same for the reasons communicated by the Company to the User;
 - (B) prior to the Redemption Date, notifies the User of the impossibility, for any reason not attributable to the User, to carry out the Redemption Process.

9. CONSUMER WARRANTIES

- 9.1. In relation to Consumer Users, the Company issues the guarantee of conformity, as required by applicable legislation, of the Digital Product sold through the Website.
- 9.2. Any lack of conformity must be reported by the Consumer User within twenty-six months from the date of transmission of the Product.
- 9.3. If the Consumer User intends to take advantage of the remedies provided under the aforementioned guarantee, he / she must send a written communication to the e-mail address support@swagyourlife. Swag will promptly respond to the communication of the alleged lack of conformity and will indicate to the Customer the specific procedure to follow.
- 9.4. In relation to the provisions not indicated in these Terms of Sale, the provisions of the law and regulations on consumer law will apply.

10. RIGHT OF WITHDRAWAL FOR CONSUMERS

- 10.1. The Consumer has the right to withdraw from the Terms of Sale, without any cost and penalty, without specifying the reason, within 14 days of receipt of the voucher representing the Digital Product.
- 10.2. To exercise the right of withdrawal, the Consumer User must inform Swag of the exercise of this right by means of a specific declaration (for example a letter sent by



post or e-mail) relating to the decision to withdraw from the Terms of Sale to the following addresses:

Swag OÜ

Tartu Mnt 14 IV floor, 10117 Tallinn, Estonia

E-mail: support@swagyourlife

- 10.3. To this end, the Consumer User can use the following withdrawal form template. The Customer can withdraw from the Terms of Sale using the following form, which must be completed in its entirety and sent to the e-mail address support@swagyourlife before the expiry of the withdrawal period:

<p><u>WITHDRAWAL FORM</u></p> <p><i>I communicate the withdrawal from the sales or supply contract relating to the following product</i> _____</p> <p><i>Order number</i> _____</p> <p><i>Order's date</i> _____</p> <p><i>Name and Surname</i> _____</p> <p><i>Address</i> _____</p> <p><i>E-mail associated with the account from which the order was placed</i> _____</p> <p><i>Notes</i> _____</p>

11. GOVERNING LAW AND JURISDICTION

- 11.1. These Terms of Sale are governed by and must be interpreted in accordance with Estonian law with the exclusion of the application of the United Nations Convention on Contracts for the International Sale of Goods.
- 11.2. In relation to Consumer Users, any dispute arising out of or in connection with these Terms of Sale (both contractual and non-contractual) is subject to Estonian jurisdiction. This is without prejudice to the application to Consumers who are not habitually resident in Estonia of provisions which may be more favourable and mandatory as provided for by the law of the country where the Consumer is habitually resident, in particular in relation to the deadline for exercising the right of withdrawal, the deadline for returning the Digital Product. In case of exercise of these rights, the methods and formalities for communicating the exercise of these rights will be provided for in accordance with the law of residence of the Consumer.

Unless otherwise provided for by law applicable to the Consumer, for any dispute relating to the application, execution and interpretation of these Terms of Sale, the place of jurisdiction is the place where the Consumer resides or has elected domicile (if in Estonia). Otherwise, the Court of Harju will have jurisdiction.

The Consumer who resides in a Member State of the European Union other than Estonia may also have access, for any dispute relating to the application, execution and interpretation of these Terms of Use, to the European procedure for small claims, provided by regulation (EC) no. 861/2007 of the European Parliament and of the Council, of 11 July 2007, provided that the value of the dispute does not exceed, excluding interest, commissions and expenses, Euro 2,000.00.

Swag informs Consumer Users that a European platform has been set up for the online resolution of consumer disputes (so-called "ODR Platform"). The ODR Platform is accessible at the following link: ec.europa.eu/consumers/odr. Through the ODR Platform, the Consumer User will be able to consult the list of ADR bodies (for example, alternative dispute resolution bodies such as mediation, arbitration and other forms of dispute resolution bodies) and initiate an online dispute resolution procedure for the dispute in which he / she is involved.

This is without prejudice to the right of the Consumer to refer the matter to the competent ordinary court, as well as to the possibility, where applicable, to promote out-of-court settlement of consumer disputes through the use of applicable procedures provided for in his / her jurisdiction (if applicable).

12. FINAL PROVISIONS

- 12.1. These Terms of Sale and the Terms of Use constitute the entire agreement between Swag and the User in relation to the Digital Product purchased through the Website.
- 12.2. Any additional and supplemental agreements between the User and Swag must be in writing.
- 12.3. If any provision of these Terms of Sale is held to be invalid or unenforceable under applicable law, the User agrees that the relevant provision will be replaced by a valid and enforceable provision that most closely approximates the intent of the original provision, and the remainder of the Terms of Sale will continue to apply in relation to the use of the Website, its Contents and the purchase of the Token.
- 12.4. Swag's failure to exercise any right under these Terms of Sale or to take action against the User for the breach of these Terms of Sale will not constitute and shall not be construed as a waiver of any such right or any other rights under these Terms of Sale.