



Swag
Enrich
your life

Conditions of use for a trial of the product Evolution

Last updated October 2023

1. General Terms and Conditions

1.1. Introduction

These general terms and conditions of use (the "**General Terms and Conditions**" or "**Agreement**") together with the privacy policy regarding the processing of personal data (the "**Privacy Policy**") form an integral and substantial part of the Agreement between you and SWAG OÜ, a company incorporated under Estonian law, with its registered office at Tartu Mnt 14 IV floor, 10117 Tallinn, Estonia, registration number no. 14762080 and VAT number EE102318205 ("**Swag**" or the "**Company**") in connection with your use for a trial period of 7 (seven) days of the product Evolution offered by the Company (the "**Product**").

2. Method of signing the Contract

For the purpose of the completion of the Contract, the user and the Company agree that the transmission of the General Terms and Conditions may be made by electronic means.

3. Subject of the Contract

Subject to the terms and conditions set forth in this Agreement, the Company grants you a limited, royalty-free use of the product Evolution for a total and continuous period of 7 (seven) days from the date of acceptance of the General Terms and Conditions (the "**Trial Period**").

Following the registration process on the Swag site using the appropriate procedure indicated on the Company's site, for the duration of the Trial Period, the user will have access to features and services related to the product Evolution.

At any time, you may review the features, functions, services, and terms and conditions applicable to the product Evolution by viewing the general terms and conditions applicable to the product via the following link

https://www.swag-shopping.com/pdf/tec/evolution_mining_terms_and_conditions_en.pdf

4. Duration of the Contract and how to accept the terms and conditions of the Product

The Contract will be effective from the date of signing and for the following 7 (seven) days.

During the Trial Period you may notify the Company of your intention to subscribe to the terms and conditions applicable to the Product which must be accepted and subscribed to within 15 (fifteen) days following the end date of the Trial Period. Following the signing of the aforementioned terms and conditions as well as the successful completion of the proper customer identification procedure prepared by the Company, the terms and conditions of the Product available here

https://www.swag-shopping.com/pdf/tec/evolution_mining_terms_and_conditions_en.pdf will apply to the user.

5. Limitations on the use of the product during the Trial Period

For the duration of the Trial Period, you acknowledge and agree to:

- (a) in any event, that through the use of the Product during the Trial Period each result obtained, benefit and/or crypto-activity derived from the Product shall not constitute any ownership rights or license;
- (b) that during the Trial Period he/she may accept and subscribe, within the following 15 (fifteen) days, to the terms and conditions applicable to the Product (available here https://www.swag-shopping.com/pdf/tec/evolution_mining_terms_and_conditions_en.pdf) as well as properly comply with the customer due diligence procedure prepared by the Company;
- (c) that in the event of acceptance and signing of the terms and conditions applicable to the Product, each result obtained, benefit and/or crypto-activity derived from the Product shall be attributed to you pursuant to said terms and conditions.

5.1. Fee

The Company grants the use of the Product within the Trial Period free of charge.

6. Prohibition of Contract Assignment

You may not assign the Contract to third parties, except with the Company's prior written authorization, including through corporate transactions such as, but not limited to, assignment, lease, usufruct, transfer of business and/or business unit, spin-off, merger.

7. Warranties and Indemnities

7.1. User Guarantees

You represent and warrant that through the Agreement you intend to view and test the Product under the terms and conditions of this Agreement solely on your own behalf, at your own risk, and solely for your own benefit.

You also agree to transmit and provide Swag with the information Swag requests from time to time in order to access the Trial Period.

7.2. Prohibition of Denigration

For the duration of the Trial Period and for a period of 12 months thereafter, the User agrees not to take any action that is intended to harm Swag as well as its reputation. Such actions include but are not

limited to disparaging remarks, statements that question the character, honesty, integrity, morality, or image of Swag in relation to any aspect of the operation of its business. The obligations of this article extend to shareholders, directors, employees, representatives of Swag. For violation of the prohibition of disparagement, the user shall be liable to pay in favor of Swag a penalty of €10,000.00 (ten thousand/00 euros), without prejudice to compensation for greater damages. The user expressly acknowledges the fairness and adequacy of the amount of the penalty, waiving as of now any action, exception or claim aimed at obtaining its reduction.

7.3. Usage Restrictions

You agree not to use the content or information provided by Swag under this Agreement to conduct business or activity or solicit the performance of any activity for illegal, fraudulent, unauthorized or improper purposes. You agree to comply with all applicable constitutions, laws, ordinances, codes, regulations, statutes, or treaties, orders, decisions, instructions, requirements, directives, or requests of any applicable court, regulatory body, or other governmental authority in connection with your use of the Rental Services.

7.4. Exclusion of warranty

Swag makes no warranties of any kind, either express or implied, including through its shareholders, directors, officers, employees and representatives, as to merchantability, fitness of the service for a particular purpose, uninterrupted or error-free access, accuracy, reliability, capacity or security, freedom from delay, or failure to the fullest extent permitted by law. In no event shall Swag be liable for any unauthorized use of the service.

7.5. Limitation of liability

Swag is not and cannot be held liable to the user for:

- (a) direct, indirect, consequential, incidental, punitive, or special damages (including damages for loss of BTC mining, interruption of services, loss of information, errors or failures resulting from hardware or software malfunctions, operational blockage, damage, theft, and/or other tortious acts) attributable to the negligent conduct of mining pools or third parties;
- (b) Damages resulting from your failure to comply with the terms and conditions of the Contract;
- (c) damages resulting from any act or omission of any person acting not directly under the control of Swag;
- (d) damages resulting from unauthorized access to the digital wallet service offered by the Company within the Trial Period;
- (e) damage resulting from a change in regulations or operating rules as well as in the value of BTC.

Swag shall also not be liable for any failure or delay in the performance of any of its obligations under this Contract caused by a force majeure event.

7.6. Indemnities

You agree to hold Swag and each shareholder, director, employee, and representative harmless and indemnified from any and all damages, burdens, costs, and/or expenses that may arise from litigation, administrative proceedings, or out-of-court disputes of any nature, actions, or claims brought by any interested party and/or any other person and/or Authority as a result of any failure to comply with and/or in violation of your obligations under the Agreement.

8. Communications

All written communications required or permitted under the Contract, except where individual clauses provide for specific modes of transmission, shall be deemed validly made where transmitted to the following addresses:

for Swag: e-mail support@swagyourlife.com;

for the user: refer to the references provided during registration by the user on Swag-owned domains.

9. Processing of personal data

Pursuant to the European Regulation No. 679/2016 (hereinafter "**Regulation**"), the user is informed that Swag acts as the Data Controller for the processing of personal data for the execution of the provisions of the Contract.

The user assumes responsibility for the truthfulness and accuracy of personal data entered on sites or domains owned by Swag.

10. Confidentiality

10.1. Scope of the duty of confidentiality

You agree to keep the contents of this Agreement strictly confidential and to use them solely for the purpose of its execution.

Confidential information means all news, knowledge, data, models, designs, prototypes, *know-how*, products technical and computer systems, acts, documents and any other information, of whatever kind and nature and without any limitation pertaining to the type of material medium, that the Company will disclose to the User (hereinafter "**Confidential Information**").

10.2. User's confidentiality obligations in relation to Confidential Information

In relation to Confidential Information, the user agrees:

- (a) To take all necessary and appropriate measures in order to maintain and not adversely affect the confidentiality of Confidential Information of which it will become aware;
- (b) Not to disclose/transmit/disclose/communicate in any way to third parties-including any related/affiliated/affiliated/controlling legal entities-the Confidential Information;
- (c) To refrain from publishing Confidential Information in any way and in any capacity;
- (d) Not to copy and/or reproduce Confidential Information without prior written consent of the Company's Legal Representative;
- (e) to use the Confidential Information solely to assess its interest in entering into this Contract, to the exclusion of any other and different use;
- (f) to notify Swag without delay in writing and by certified electronic mail of any unauthorized use or disclosure of Confidential Information of which it becomes aware and to work by all means to bring about the cessation of the unlawful conduct as soon as possible;
- (g) To communicate in advance by certified e-mail, any circumstances under which they detect risks to the protection of the confidentiality of Confidential Information;
- (h) Not to engage, by virtue of and as a result of the Confidential Information received, in acts or conduct likely to generate to Swag's detriment diversion or hoarding of customers;
- (i) To not directly or indirectly use Confidential Information received from Swag in competition with it.

10.3. Exclusions

In connection with this obligation of confidentiality, it is understood that Confidential Information does not include information:

- (a) which, at the time they are communicated to the User, are already in the public domain, or become so for reasons that have nothing to do with a breach by the User of the obligations specified in this Agreement;
- (b) of which the user proves to be in possession already before the date of signing this Contract;
- (c) to be excluded in advance by Swag from the application of the secrecy constraints set forth in this Contract, by written notice signed by its legal representative;
- (d) which must be disclosed by order of the Judicial Authority; in such case, however, it will be the responsibility of the user to inform the Company in advance of the request received, so that Swag can consider whether an opposition action is appropriate.

11. Applicable law and jurisdiction

These General Terms and Conditions shall be governed by and construed in accordance with Estonian law to the exclusion of the application of the United Nations Convention on Contracts for the International Sale of Goods.

With respect to Consumer Users (i.e., users who qualify as "consumers" under applicable laws and regulations, the "**Consumer Users**"), any dispute arising out of or in connection with these Terms and Conditions (whether contractual or non-contractual) shall be subject to Estonian jurisdiction. This is without prejudice to the application to Consumer Users who do not ordinarily reside in Estonia of provisions that may be more favorable and mandatory as provided by the law of the country where the Consumer User resides, in particular in relation to the time limit for exercising the right of withdrawal. In the event that such rights are exercised, the manner and formalities for communicating the exercise of such rights shall be provided under the law of the Consumer User's residence.

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

The User Consumer residing 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 General Terms and Conditions, to the European Small Claims Procedure, provided for in 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, fees and expenses, Euro 2,000.00.

Swag informs Consumer Users that a European platform for online consumer dispute resolution (so-called "**ODR Platform**") has been established. The ODR Platform can be accessed at the following link: ec.europa.eu/consumers/odr. Through the ODR Platform, the Consumer User will be able to browse the list of ADR entities (e.g., 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 or she is involved.

This is without prejudice to the right of the Consumer User to bring the matter before the ordinary courts of competent jurisdiction, as well as the possibility, where applicable, to promote an out-of-court settlement of disputes relating to consumer relations through recourse to the applicable procedures provided for in its jurisdiction (if applicable).

12. Final Provisions

12.1. Changes in contract terms and conditions



The Company reserves the right to amend this Agreement at any time by giving written notice to the User at least 3 (three) days prior to the effective date.

12.2. Prevalence of the English language

The English language version of the Contract is legally binding between the Parties and prevails over any other translation.