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**SmartSwap Terms of Use (Terms)**

These terms of use for the Software (the “Software, Product”) that SmartSwap owns (“Agreement”, “Terms”) explain the terms under which you may access and use the SmartSwap Software (referred to herein as “**SmartSwap**”, “**we**”, “**us**”, “**our**”, “**ours**”, “**Software**”, “**Product**” or “**we**”). The Software may include, but need not necessarily be limited to, a web interface hosted on a website and/or Telegram bot (the “**Interface**”). You should read this Agreement carefully as it governs your use of **SmartSwap**. By accessing or using any SmartSwap products, you confirm that you have read, understood and agree to abide by all documents posted on SmartSwap in their entirety. If you do not agree, you are not authorised to access any SmartSwap products and must not use our products.

In order to access and use the Software, you must enter into an agreement on your behalf to comply with the terms of this Agreement, and also you represent and warrant that:

- You are at least 18 years of age or other legal age in the jurisdiction in which you operate, the legal age that entitles you to enter into contracts under various applicable laws, whether to register, sell, purchase or post information to SmartSwap, and otherwise act to make a decision to use SmartSwap Products; these actions must comply with the relevant laws and regulations of the sovereign state or territory of your jurisdiction and/or residence. In addition, you must have sufficient legal capacity to accept these Terms, enter into agreements, execute contracts, and engage in cryptocurrency transactions;

- The cryptocurrency you use is legally obtained and is in your possession legally;

- You agree to accept full responsibility for any profit or loss caused by your actions in carrying out or not carrying out transactions, dealings;

- You agree to follow and comply with any applicable laws and with respect to the revenue service, including the declaration of profits from any transactions, dealings and operations in cryptocurrency and its derivatives;

- You further represent that you are not subject to economic or trade sanctions imposed by any governmental authority or otherwise included on any list of prohibited or restricted parties. Finally, you confirm that your access to and use of any of our products will fully comply with all applicable laws and regulations and that you will not access or use any of our products in order to conduct, promote or otherwise facilitate any illegal activity.

- You assume all risks associated with transactions, cryptocurrencies and their derivatives;

- You are aware that SmartSwap is just a place for you to get information, find partners and hold negotiations. SmartSwap is not involved in any of your transactions, so you must independently and carefully determine the authenticity, legality and validity of the relevant cryptocurrencies and/or information and bear your own liability and losses arising from these activities.

If SmartSwap unilaterally decides that you have violated these Terms, that the provision of SmartSwap Products in your jurisdiction is unlawful, or that your use of SmartSwap Products is unlawful, then we may at any time suspend or terminate your account, suspend or terminate the SmartSwap Products you use, or make transactions and dealings in cryptocurrencies through the SmartSwap interface.

The products provided by SmartSwap may be prohibited by law in certain jurisdictions. It is prohibited to use SmartSwap products by persons in the following prohibited and disputed jurisdictions: Australia, Afghanistan, Albania, American Samoa, Angola, Anguilla, Aruba, Bahamas, Bermuda, Barbados, British Indian Ocean Territory, Burundi, Virgin Islands, Gibraltar, Greenland, Guam, Cayman Islands, Cambodia, Central African Republic, Chad, Democratic Republic of the Congo, Conakry, Ivory Coast, China, Curacao, Cuba, Democratic People’s Republic of Korea (DPRK), Mayotte, Macao, Malta, Martinique, Marshall Islands, Plurinational State of Bolivia, Moldova, Monaco, Montserrat, Republic of Ecuador, Egypt, Equatorial Guinea, Eritrea, Republic of Botswana, Republic of the Union of Myanmar, Republic of Ghana, Republic of Guinea-Bissau, Co-operative Republic of Guyana, Islamic Republic of Iran, Republic of Iraq, Republic of Haiti, Lao People’s Democratic Republic, Lebanese Republic, State of Libya, Republic of Mali, Kingdom of Morocco, Republic of the Union of Myanmar, Federal Democratic Republic of Nepal, Republic of Nicaragua, Republic of North Macedonia, Islamic Republic of Pakistan, State of Qatar, Kingdom of Saudi Arabia, Republic of Somalia, United States of America, Republic of South Sudan, Republic of Sudan, Syrian Arab Republic, Tunisian Republic, Uganda, Republic of Vanuatu, Bolivarian Republic of Venezuela, Yemen Republic, Republic of Zimbabwe, all European Union countries, Saint Helena, Ascension and Tristan da Cunha, Cook Islands, Commonwealth of the Northern Mariana Islands, Turks and Caicos Islands, Republic of Palau, Free Associated State of Puerto Rico, Republic of San Marino, Republic of North Macedonia, Saint Pierre and Miquelon, Republic of Singapore, Sint Maarten, Slovak Republic, Republic of Slovenia, Canada, Republic of China (Taiwan), Tokelau, Ukraine, Territory of the Wallis and Futuna Islands, Faroe Islands, Republic of Finland, Falkland Islands, France, French Guiana, French Polynesia, Republic of Croatia, Montenegro, Czech Republic, Switzerland, Kingdom of Sweden, Republic of Estonia, South Korea, Japan, Republic of Kosovo.

**Our products are made available to you conditioned on your full acceptance of these Terms and other governing documents posted on SmartSwap. If you do not agree with these Terms and other regulatory documents posted on the site, you shall not have the right to use SmartSwap products**.

1. **What is SmartSwap?**

**1.1.** SmartSwap is an internet site accessible at smartswap.ru (including all domain levels) via a website and a telegram bot, which is a combination of the Company’s intellectual property and information (administrative and user content) contained in the information system (“SmartSwap”). The interface is a web-based interface for easy access to the decentralised protocol in various public blockchains.

**1.2**. SmartSwap is an electronic catalogue of property listings and other offers that users can bid and search on SmartSwap in order to make dealings on their own.

**1.3.** SmartSwap provides authorised users with the technical ability to post information on SmartSwap in ad format in the provided property categories. The Company provides all users (regardless of authorisation) with the technical ability to search and view advertisements on SmartSwap for the purposes set out in the Terms. SmartSwap’s automated algorithms process queries to provide relevant information in search results.

**1.4.** SmartSwap is not a member, dealing organiser, buyer, seller, employer, intermediary, agent and representative of any user, beneficiary or other interested party in relation to transactions between users. Users utilise the information posted on SmartSwap to enter into dealings at their own risk without the direct or indirect involvement or control of SmartSwap.

**1.5.** The interface provides convenient user access to a decentralised protocol on various public blockchains that allows users to trade certain compatible cryptocurrencies (the “protocol”).

**1.6.** An interface is distinct from a protocol and is one, but not the exclusive, way of accessing the protocol. The protocol itself involves a self-executing smart contract with open source or available source code that is deployed on various public blockchains. SmartSwap does not control or manage any version of the protocol in any blockchain network. By using the interface, you understand that you are not buying or selling cryptocurrency from us and that we do not manage any liquidity pools over the protocol or control the execution of dealings over the protocol. It is solely up to you and your counterparties to decide whom to transact with and where to send cryptocurrency at your own risk. SmartSwap is not a liquidity provider to the protocol’s liquidity pools, and the liquidity providers are independent third parties. The protocol was initially deployed on the blockchain and has since been deployed on several other blockchain networks, including by other parties.

To access the interface, you must use SmartSwap’s third-party personal decentralised (non-custodial) wallet software or a personal decentralised (non-custodial) wallet created with SmartSwap, which allow you to interact with, own and manage publicly available blockchains using your personal passphrase (seed phrase). Your relationship with your wallet provider shall be governed by the applicable terms of service of the wallet creator, with respect to SmartSwap, - by this Agreement, and with respect to a third party wallet, - by the applicable terms of service of such third party. We do not store or control the contents of your wallet and have no ability to withdraw or transfer its contents. By connecting your wallet to our interface, you agree to be bound by this Agreement and all Terms included herein.

**1.7.** In addition, **SmartSwap does not store your seed phrase** (this is a mnemonic secret phrase of 12 or more English words (usually 24) that are arranged in a strictly defined order). A Seed-phrase is used to generate a private key in asymmetric cryptography, which is your electronic digital signature to complete a dealing, and is also a way to recover your cryptocurrency wallet if you lose your private key or physical access to your wallet).

**You yourself should fix the mnemonic secret phrase on any convenient medium (paper/digital). If you lose your Seed-phrase, you lose access to your personal decentralised (non-custodial) wallet irrevocably. Since SmartSwap administration does not store your seed phrase, it will not be able to assist you in recovering it if it is lost. The main purpose of a seed-phrase is to create entropy (randomness value) for an algorithm that creates private keys for asymmetric cryptography.**

**1.8.** Further, we may offer additional products at any time, and such additional products shall be deemed to be a product used herein, whether or not such product is specifically defined in this Agreement.

**1.9.** When you use any of our products, you also may use the products and services of one or more third parties. Your use of such third party products, services or content may be subject to those third parties’ separate terms of use and fees, and you agree to abide by and be responsible for such terms of use and fees, as applicable.

**1.10.** Payment for granting the right to use SmartSwap is displayed in the interface during the transaction or in a separate document posted at smartswap.ru.

**2. AMENDMENTS IN THIS AGREEMENT**

**2.1.** We reserve the right to amend these Terms at any time and at our absolute discretion. In case we make any amendments, we shall inform you by updating the date at the top of the Agreement. All amendments shall be effective upon posting and your continued access to or use of any of the products shall serve as evidence of your agreement to these amendments. If you do not agree to any amendments to this Agreement, you must immediately cease accessing all of our products, including use.

**2.2**. Before using any products provided by SmartSwap, you should read these Terms carefully, and if you do not understand any part of the Terms or have other questions, consult professional legal counsel. If you do not agree with these Terms and/or amendments thereto at any time, we ask that you immediately stop using the products provided by SmartSwap and no longer log into SmartSwap. Logging into SmartSwap, using any products provided by SmartSwap, or any other such action shall be deemed to be an indication that you have understood and fully accepted the contents of each paragraph of these Terms, including any amendments hereto at any time.

**2.3.** We reserve the following rights, which are not our obligations:

- to amend, modify, exclude or add any of the products with or without notice;

- to review, modify, filter, switch off and remove any contents and information from any products.

**3. INTELLECTUAL PROPERTY RIGHTS**

**3.1.** We own all intellectual property and other rights in each of our products and their respective content, including but not limited to text, images, trademarks, service marks, copyrights, patents, designs and their “appearance”. This intellectual property shall be available under the terms of our copyright licences. Subject to the Terms of this Agreement, we shall provide you with a limited, revocable, non-exclusive, non-sublicensable and non-transferable licence to access and use our products solely in accordance with this Agreement. You agree that you shall not use, modify, distribute, alter, change and reconstruct any of our products for any purpose other than as expressly permitted under this Agreement. Except for cases set out in this Agreement, we shall not provide you with any rights to any of our products including any intellectual property rights.

The exclusive rights to the software necessary for the use of SmartSwap, databases, graphic design of the interface (design) and other elements of the SmartSwap interface, trade name, trademarks/logos and other distinctive marks of SmartSwap, including those used as part of the smartswap.ru domain name (including all domain levels), shall belong to SmartSwap. The word designation SmartSwap shall be protected as a trademark which belongs to its right holder.

**You understand and acknowledge that the protocol is not a controlled smart contract and SmartSwap does not control, influence or affect it.**

By using any of our products, you shall grant us a worldwide, non-exclusive, sublicensable, royalty-free licence to use, copy, modify and display any content, including but not limited to text, materials, images, files, messages, comments, feedback, suggestions, ideas, concepts, questions, data, etc., that you post on or via any of our products for our current and future business purposes, including to provide, promote and enhance the products. It includes any digital files. You shall grant us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully paid-up, royalty-free licence, with the right to sub-licence under any intellectual property rights you own or control, in order to use, copy, modify, create derivative works based on any suggestions or feedback for any purpose.

You represent and warrant that you have or have obtained all rights, licences, consents, permissions, authorisations, powers and/or permissions necessary to grant the rights granted herein to any material that you list, post, promote or display on or through any of our products. You represent and warrant that such content does not contain material protected by copyright, trademark, rights of publicity or other intellectual property rights, unless you have the necessary permission or other legal right to post the material and grant us the licence described above, and that the content does not violate any laws.

**3.2.** Our products may contain links to third-party resources, including but not limited to, information, materials or products which we not possess or control. In addition, third parties may offer promotions related to your access to and use of our products. We do not endorse, monitor, confirm, guarantee or accept any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that this Agreement does not apply to your dealings or relationships with any third parties. You expressly release us from any liability arising from your use of any such resources or participation in any such promotions.

**3.3.** We reserve the right to cooperate with any law enforcement agency, court or government in investigations, orders, requests to disclose information, or content or information you provide.

**3.4.** SmartSwap shall provide requested information to law enforcement agencies only pursuant to a formal legal request and only the information specified in the request made in accordance with all requirements of applicable law.

**4. YOUR OBLIGATIONS**

**4.1.** You agree not to participate or attempt to participate in any of the following categories of prohibited activities related to your access and use of the interface:

**Violation of intellectual property** shall mean activities that infringe any copyright, trademark, service mark, patent, right of publicity, right of privacy or other proprietary or intellectual property rights under the law.

**Cyber attack:** Activities designed to interfere with or compromise the integrity, security or proper functioning of any computer, server, network, personal device or other information technology system, including, but not limited to, virus propagation and denial-of-service attacks.

**Fraud and misrepresentation** shall mean activities intended to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate or misleading information in order to unlawfully obtain another’s property or property rights.

**Market manipulation** shall mean activities that violate any applicable law, rule or regulation relating to the integrity of trading markets, including, but not limited to, manipulation tactics commonly known as tug-of-war, pump and dump, and illegal trading.

**Selling stolen property** shall mean buying, selling or transferring stolen property obtained by fraud, items taken without authorisation and/or any other illegally obtained property.

**Intellectual analysis or data cleansing** shall mean activities that involve intelligent data analysis, robots, cleansing or similar methods of collecting data or extracting content or information from any of our products.

**Unsuitable content** shall mean activities that involve soliciting information or that are otherwise harmful, threatening, abusive, harassing, bullying, excessively violent, defamatory, vulgar, obscene, pornographic, slanderous, invasive of another person’s privacy, hateful, discriminatory or otherwise objectionable.

**Any other illegal behaviour** shall mean activities that violate any applicable law, rule or regulation of the relevant jurisdiction, including, but not limited to, restrictions and regulatory requirements imposed by the laws of your jurisdiction.

**4.2.** You may not:

Publish on/through SmartSwap defamation, invasion of privacy, harassment; publish pornography, racism, insults and threats;

Distribute and use information that seeks to exploit or harm minors, display inappropriate content, solicit personal information;

Infringe any intellectual property or other rights of any entity or individual, including infringement of anyone’s copyrights or trademarks or their rights of publicity;

Break any law or anything that could be considered as a violation of the law;

Publish, use, disseminate information within the framework of any agreement or other relationship (e.g. internal information, official / corporate or confidential information obtained in the context of an employment contract or non-disclosure agreement);

Encourage or bend to unlawful acts;

Forge headers, impersonate another person or otherwise manipulate identities to conceal your identity or the source of any messages or transmissions you send to SmartSwap;

Advertise any commercial activity (e.g., sell goods or services) or otherwise engage in any commercial activity (e.g., conduct prize drawings and contests, display sponsored banners and/or offer goods or services), except as specifically authorised by SmartSwap and only with written consent;

Raise funds, find advertisers or sponsors;

Permit programs containing viruses, computer worms and/or Trojan horses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, equipment or telecommunications, explore, scan or test SmartSwap vulnerabilities, violate any security or authentication measures, SmartSwap verification or any network connected to SmartSwap;

Disrupt the normal flow of dialogue, make the screen scroll faster than other users can type, or act in a way that affects the normal performance of others to engage in real-time action with SmartSwap;

Copy any other pages or images of SmartSwap;

Use any external links, web scanners, bots, spiders or other automated devices, programmes, scripts, algorithms or methods, any similar or equivalent manual processes to access, retrieve, copy or monitor any part of SmartSwap’s products, databases, technologies, to obtain or attempt to obtain any materials, documents or information by any means not intentionally made available via SmartSwap;

Raise money or cryptocurrency from other users using a “Ponzi” or similar scheme;

Violate any policy or rules established from time to time regarding the use of SmartSwap;

Remove all sponsored banners or other materials placed by SmartSwap anywhere (e.g., on any web space available for your use).

**4.3.** You agree and understand that all dealings you submit through any of our products are self-initiated by you, which means they are initiated solely by you. You have not received any investment advice from us in connection with any dealings, including those you place through our automated routing api and we do not carry out suitability checks on any dealings you submit.

**4.4.** Each of the products is a non-storage application only, which means that we shall never have custody, possession or control of your cryptocurrencies at any time. This also means that you shall be solely responsible for storing the cryptographic private keys to the cryptocurrency wallets you own, and you should never share your wallet credentials or seed-phrase with anyone. We accept no liability for you in connection with your use of a wallet and make no representations or warranties as to how any of our products will work with any particular wallet. Similarly, you shall be solely responsible for any linked wallet and we shall not be liable for any acts or omissions on your part in connection with or resulting from the hacking of your wallet.

This Agreement shall not be intended to and shall not create or impose any fiduciary duty on us. To the fullest extent permitted by law, you acknowledge and agree that we shall have no fiduciary duties or obligations to you or any other party, and that to the extent any such duties or obligations may exist at law or in equity, those duties and obligations shall be hereby irrevocably discharged, waived and eliminated. You also agree that the only duties we shall have to you are those expressly set out in this Agreement.

**4.5.** One or more of our products may not be available or suitable for use in your jurisdiction. By accessing or using any of our products, you agree that you shall be solely responsible for compliance with all laws and regulations that may be applied to you.

In particular, your use of our products or a SmartSwap independent protocol may result in various tax consequences, such as income or capital gains tax, value added tax, goods and services tax or sales tax in certain jurisdictions.

You shall be responsible to determine whether taxes apply to any transactions you initiate or receive and, if so, to report and/or remit the correct tax to the appropriate tax authority.

**4.6.** You expressly agree that you shall assume all risks associated with your access to and use of any of our products. You shall also expressly waive and release us from any and all liability, claims and causes of action or damages arising out of or in any way related to your use of any of our products.

**5. DISCLAIMER**

**5.1.** By accessing and using any of our products, you confirm that you are financially and technically competent enough to understand the inherent risks associated with the use of cryptocurrencies and blockchain-based systems and that you have a working knowledge of the uses and intricacies of cryptocurrency.

In particular, you understand that cryptocurrency markets are nascent and highly volatile due to risk factors including, but not limited to, implementation, speculation, technology, security and regulation.

You also understand that smart contract transactions are automatically executed and settled, and that blockchain-based transactions are irreversible once confirmed. You acknowledge and agree that the cost and speed of transactions using cryptographic and blockchain-based systems are variable and may increase dramatically at any time.

In summary, you acknowledge that we shall not be responsible for any of these variables or risks, shall not own or control the protocol and cannot be held liable for any resulting losses you experience when accessing or using any of our products. Accordingly, you understand and agree to assume full responsibility for all risks associated with accessing and using the interface to interact with the protocol.

**5.2.** Each of our products shall be provided on an “as is” and “as available” basis. To the fullest extent permitted by law, we disclaim all representations and warranties of any kind, express and implied. You acknowledge and agree that you shall use each of our products at your own risk. We do not represent or warrant that access to any of our Software will be uninterrupted, timely or secure; that the information contained in any of our products will be accurate, reliable, complete or current; or that any of our products will be free of errors, defects, viruses or other harmful elements. No advice, information or representations we make should be construed as creating any warranty in relation to any of our products. We do not endorse, guarantee or accept responsibility for any advertising, offers or statements made by third parties in relation to any of our products.

Likewise, the protocol shall be provided “as is”, at your own risk and without warranty of any kind. While we have contributed to the source code of the protocol, we shall not provide, own or control the protocol, which is executed autonomously without any headcount using smart contracts deployed on various blockchains.  No developer or organisation involved in the creation of the protocol shall be liable for any claims or damages arising out of your use, inability to use or your interaction with other users of the protocol, including any direct, indirect, incidental, special, exemplary, punitive or consequential damages or loss of profits, cryptocurrencies, tokens or anything else of value. We do not endorse, guarantee or accept responsibility for any advertising, offers or statements made by third parties in relation to any of our products.

Any payments or financial transactions you engage in shall be processed using automated smart contracts. Once they are executed, we have no control over these payments or transactions and we have no ability to cancel any payments or transactions.

**6. INDEMNITY**

**6.1**. You agree to defend, protect, hold harmless and indemnify us and our officers, directors, employees, contractors, agents, affiliates and subsidiaries from and against any claims, losses, obligations, liabilities, costs and expenses arising from: your access to and use of any of our products; your violation of any term of this Agreement, right of any third party or any other applicable law, rule or regulation; access to and use by any other person of any of our products through you or using any other device or account that you own or control; and any dispute between you and any other user of any of the products or any of your own customers or users.

**6.2.** You agree to indemnify any damages, fines or penalties imposed by any regulatory authority arising out of your use of SmartSwap, your violation of any applicable laws, regulations or third party rights in your use of SmartSwap. In case you are required to indemnify your liability to SmartSwap operators, their affiliates, contractors, licensors and their respective directors, officers, employees or agents under these Terms, SmartSwap shall have the right, in its sole discretion, to monitor any actions or procedures and determine whether SmartSwap wishes to settle and, if so, on what terms.

**7. LIMITATION OF LIABILITY**

**7.1.** Under no circumstances, shall we or any of our officers, directors, employees, contractors, agents, affiliates or subsidiaries be liable to you for any indirect, punitive, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible property arising out of or in connection with any access to or use of or inability to access or use any of the products, nor shall we be liable for any damage, loss or injury resulting from hacking, tampering or other unauthorised access to or use of any of the products or the information contained therein, whether such damages arise in contract, tort, negligence, strict liability or otherwise, arising in as a result of or in connection with the authorised or unauthorised use of any of the products, even if a SmartSwap authorised representative has been advised or knew or should have known of the possibility of such damage.

We shall not be liable for any:

Errors or inaccuracies in the contents;

Bodily injury or property damage of any nature resulting from any access to or use of the interface;

Unauthorised access to or use of any protected server or database under our control or use of any information or data stored therein;

Interruption or termination of work related to any of the products;

Bugs, viruses, Trojan horses or the like that can be passed into or through the interface;

Errors or omissions, losses or damages incurred as a result of the use of any content made available through any of the products;

Defamatory, offensive or unlawful behaviour by any third party. We shall also not be liable for loss of income, cryptocurrency and/or cash, lost profits from dealings, transactions or contractual losses, business interruption, foreseeable monetary damages, loss of information, loss of opportunity, loss of goodwill, corruption or loss of data, cost of purchased substitute products or services, any indirect, special or incidental loss or damage caused by infringement (including errors), violation of agreements or any other cause, whether or not we could reasonably have foreseen such loss or damage, whether or not we have been advised in advance of the possibility of such loss or damage, and for any consequential loss.

We shall not be liable to you or any third party for any claims or damages that may arise from any payments or transactions you make on or through any of our products, or any other payments or transactions you make on or through any of our products, except as expressly stated herein, and we shall not provide a refund for any purchases you may have made on or through any of our products.

We shall not make any warranties or representations, express or implied, with respect to linked third-party services, third parties they own and operate, information contained therein, assets available through them, or the suitability, privacy or security of their products or services. You acknowledge sole responsibility and assume all risks arising from your use of third party services, third party websites, applications or resources. In no event shall we be liable for damages arising out of or in any way related to software, products and/or information offered or provided by third parties and made available through any of our software.

**7.2.** You understand and agree that under all circumstances, SmartSwap, its affiliates and their executive body, officers, employees, attorneys, agents, representatives and any other individuals and legal entities involved with SmartSwap individually and collectively, shall have no liability to compensate you for any of your damages caused by any of the following circumstances: SmartSwap has reasonable grounds to believe that your particular dealings or transactions involve violations of law, morality, breaches of these Terms, your misunderstanding of the products provided by SmartSwap, any other losses related to the software provided by SmartSwap that are not our fault.

**7.3.** SmartSwap, its affiliates and their executive body, officers, employees, attorneys, agents, representatives, and any other individuals and legal entities involved in SmartSwap’s business individually and collectively shall not be liable for any failure to provide SmartSwap Products or delay in providing SmartSwap products, or resulting losses caused by maintenance of information network equipment, failure of connection to the information network, computer, communications or other systems failure, power failure, natural causes, unexpected accidents, strikes, labour disputes, riots, insurrections, unrests, insufficient performance or insufficient means of production, fire, flood, hurricane, explosion, war, pandemic, quarantine, fault of banks or other partners, cryptocurrency market failure, governmental, judicial or administrative action, or other acts or activities of third parties beyond our control.

**7.4.** SmartSwap, its affiliates and their executive body, officers, employees, attorneys, agents, representatives and any other individuals and legal entities involved in SmartSwap’s business individually and collectively, cannot guarantee that all information, programmes, documents, etc., contained in the online products are completely secure, free from tampering or damage by any viruses, Trojan horses or other malicious software; logging in, using any products and downloading any programmes, information, data from this service shall be your own decision and you shall bear the risks and possible damages arising therefrom; if you use any products, information provided by third party services or websites, it shall be your own decision and you shall bear all responsibility arising therefrom; moreover, SmartSwap makes no warranties, express or implied, regarding your use of SmartSwap, including, but not limited to, applicability, absence of errors and omissions, continuity, accuracy, reliability, fitness for a particular purpose. Nor shall we make any promises or warranties regarding the performance, accuracy, relevance, reliability, quality, stability, completeness or timeliness of the technology and information to which SmartSwap products relate. You shall personally decide whether to use SmartSwap products and bear the risks and possible losses arising therefrom. We shall make no express or implied warranties regarding the market, value of cryptocurrency; you are aware and understand that the cryptocurrency market is unstable, value and prices are subject to significant fluctuations or collapse at any time; making dealings, transactions with cryptocurrency shall be your personal free choice and decision, you yourself shall bear all liability or possible losses arising therefrom.

**7.5.** There are also risks related to the use of the internet transactions system, including but not limited to, software, hardware and internet connection failures. As we have no control over the reliability and availability of the Internet, we shall not be responsible for distortions, delays and connection failures.

**8. SETTLEMENT OF DISPUTES**

**8.1.** In case of any disputes, claims or written communications, you shall undertake to notify SmartSwap in advance in writing via the Telegram bot or by an email addressed to manager@smartswap.ru.

**8.2.** Any disputes, claims or written communications addressed to SmartSwap must not be publicly disclosed, published or verbally discussed with third parties not involved in the dispute in which case you shall pay the fine/losses for the violation referred to in this clause and for any other violation of these Terms in favour of SmartSwap.

**8.3.** Should you publish information about SmartSwap on third party sources/services and any internet sites that is not true at the time of publication, you shall undertake to pay a fine/loss for the violation referred to in this clause and for any other violation of these Terms in favour of SmartSwap.

**8.4.** SmartSwap shall undertake to review and respond in its sole discretion to any written requests and claims within 30 calendar days from the date of their receipt.

**8.5** You shall undertake to provide SmartSwap with all available information regarding the dispute, namely: all available information, documents, access to your online bank via TeamViewer application solely for the purpose of tracking the banking transactions of the dealing and nothing more.

**8.6.** In the event that the dispute cannot be satisfactorily resolved and you intend to assert a legal claim against SmartSwap, you shall undertake to state the grounds of such claim in writing in English, describing the reason for the claim, grounds, number of the dealing, specific remedy sought, email address for feedback, and the name of your account.

**8.7.** You agree that any claim or action relating to these Terms or SmartSwap products shall be brought against the other party in an arbitration proceeding on a case-by-case basis only. According to these Terms, you shall waive class action lawsuits.

**9. PUBLICATIONS AND MESSAGES**

**9.1.**Subject to these Terms, we shall not accept or review unsolicited information or any other content received from you. Therefore, please do not send SmartSwap any unsolicited material.

**9.2.** You may use SmartSwap and its content only for lawful purposes and in accordance with applicable law, and you are prohibited to store, distribute or transmit any unlawful material through SmartSwap. You acknowledge that possession, distribution or transmission of illegal materials may result in criminal and/or civil or other liability.

**9.3.** You agree that if a third party claims that material you have posted on SmartSwap is illegal, you shall bear the burden of proving its legality. You understand and agree that all material posted in the public domain or transmitted privately by or through SmartSwap shall be the sole responsibility of the sender and not SmartSwap, and that you shall be solely responsible for all material that you upload, post or otherwise transmit through SmartSwap.

**10. MISCELLANEOUS**

**10.1.** These Terms constitute the entire agreement between you and us relating to the subject hereof. These Terms supersede all prior or contemporaneous written and oral agreements, communications and other understandings (if available) relating to the subject of the Terms.

**10.2** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt on your part to assign or transfer this Agreement without our prior written consent shall be void. We may freely assign or transfer this Agreement. Subject to the foregoing, this Agreement shall be binding to the benefit of the parties, their successors and permitted assigns.

**10.3.** We are not registered with the Securities and Exchange Commission of any jurisdiction as a national securities exchange or in any other capacity. You understand and acknowledge that we shall not execute trade orders on your behalf. We also shall not facilitate the execution or settlement of your dealings, which occur solely on public distributed blockchains. As a result, we do not (and cannot) guarantee the best market price or the best execution through our products or when using our automatic routing feature, which routes trades liquidity pools only over the protocol. Any reference in our products to a “best price” shall not be a representation or warranty as to the prices available through such product, on the protocol or elsewhere.

**10.4**. We may provide you with any notice under this Agreement using commercially reasonable means, including using public communication channels. Notices we provide through public communication channels shall be effective upon posting.

**10.5**. If any provision of this Agreement is held to be invalid or unenforceable under any rule, law or regulation of any local, state or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law, and the validity or enforceability of any other provision of this Agreement will not be affected.