

TERMS AND CONDITIONS

These terms and conditions shall come into effect as of February 19, 2024

SWAPY ONE S.L. is a company registered in Spain under the registration number CIF B72567126 located at 11360, avd. del Golf, urb. Marina de la Alcaidesa, 2 13 esc. 6 San Roque, Cadiz, Espana (hereinafter referred to as the Portal) is an operator of international escrow transfer service Swapy.one.

1. Terms and definitions

"User" – any interested individual who has reached the age allowed in accordance with the legislation of his/her country of citizenship to enter into legal relations with the Portal.

"Registration" – the User's actions to fill out and submit the registration form posted on the Portal's website at <https://swapy.one/register>, which, if the Portal has no objections to the User's registration, entail the creation of the User account with the assignment of a login and password to access the account.

"Authorization" – entry by the User of his/her login and password to enter his/her personal account on the Portal's website.

"Transfer Request" – information provided by the User on the Portal's website, which contains information on the amount and conditions of the transfer.

"Transfer" – transfer of funds, which is carried out between the Users on the Portal's website using Escrow Agents, on the terms and conditions agreed by the Users with each other under the Mutual Order Agreement for Depositing Funds (hereinafter referred to as the Mutual Agreement), in accordance with the Annex No. 1 to these Terms and Conditions of Swap Service Use (hereinafter referred to as the Terms and Conditions).

"Escrow Agent" – company that provides escrow services to the User under the Escrow Services Agreement concluded between the Escrow Agent and the User, in accordance with Annex No. 2 to these Terms and Conditions.

2. General provisions

2.1. These Terms and Conditions are an official, public and irrevocable offer of the Portal addressed to the User to conclude a Service Agreement on the terms and conditions specified below.

2.2. The full and unconditional acceptance of these Terms and Conditions is the Registration of the User on the Portal's website.

2.3. Acceptance of these Terms and Conditions means that the User agrees with all the provisions of these Terms and Conditions and undertakes to follow them. From the moment the User accepts these Terms and Conditions, they are considered to be a Service Agreement concluded between the User and the Portal on the terms and conditions set out in these Terms and Conditions (hereinafter referred to as the Agreement).

2.4. Acceptance of these Terms and Conditions means that the User is notified of the Service Terms and Conditions provided by the Portal, as well as the Transfer Rules described in the Terms and Conditions, as well as Annex No. 1 and Annex No. 2.

2.5. Acceptance of these Terms and Conditions also means that the User is familiar with the Privacy Policy of the Portal (Annex No. 3), published on the Portal in the information and telecommunications network Internet at www.swapy.one, and also gives his/her consent to the collection, storage, processing and other actions with his/her personal data.

2.6. The Portal has the right to provide the Services under the Agreement on a stand-alone basis or through third parties.

2.7. The information posted on the Portal's website is a Supplement to the Terms and Conditions.

3. Rules of User Identification

3.1. In order to use the Portal's website, the User should complete a mandatory Registration, specifying a valid e-mail address, and a mobile phone number registered in the User's name. To complete the Registration, the User should create a password that will be used to log into the personal account on the Portal's website. When filling out the registration form for Registration on the Portal's website, the User is obliged to provide personal information that allows to uniquely identify the User's account.

3.2. The User's registration is considered completed after the User has confirmed his/her e-mail address by clicking on the token link sent in the letter to the specified e-mail address.

3.3. In order to identify the Portal, the registered User should fill in the personal profile data on the Portal's website in accordance with clause 3.4 of this Agreement.

3.4. The User is obliged to provide the Portal with the following information, which must correspond to the data specified in his/her identity document, as well as be confirmed by other documents:

- 3.4.1. Full User Name;
- 3.4.2. Date of birth;
- 3.4.3. Address of the place of residence;
- 3.4.4. Identity document data, including type of document, series and number of the document, date of issue, validity period (if any), issuing authority the unit code (if any);
- 3.4.5. Attach a scanned copy or photo of the identity document in accordance with the instructions on the Portal's website page.

3.5. The User has the right to attach several identity documents.

3.6. Primary identity documents – a citizen's passport, a citizen's identification card (ID).

3.7. Additional identity documents – a citizen's travel passport, a residence permit.

3.8. The User is obliged, at the request of the Portal, to provide any additional information, as well as documents necessary for the User identification.

3.9. The User is fully responsible for accuracy of the data provided in accordance with clause 3.4 of this Agreement.

3.9. The Portal has the right to deny the User access (block access) to the Portal's website, as well as to stop providing services, in case of refusal, non-provision or provision of unreliable, or incomplete, or erroneous data specified in clause 3.4.

3.10. The User agrees to the Privacy Policy terms posted on the Portal's website in the Legal Documents section, as well as in Annex No. 3 to the Terms and Conditions.

3.11. In case of changes in any data provided to the Portal in accordance with clause 3.4, the User is obliged to immediately notify the Portal in writing, as well as provide updated information and/or documents to the Portal.

4. Rules for placing and accepting transfer requests

4.1. Only identified Users have the right to accept and place transfer requests on the Portal's website.

4.2. In order to accept/place a transfer request, the User should, if necessary, provide the details of the bank account for crediting funds opened in the name of this User. In case of providing incorrect data, or account data belonging to a third party, as well as data on blocked and restricted accounts, the Portal reserves the right to refuse the User to provide services, as well as block the User's access to the Portal's website. In addition, in this case, the Portal is not responsible for any material and other damage caused to the User, as well as to third parties.

4.3. In order to place a transfer request, the User should fill out a request form on the Portal's website, which includes information about the country of origin of the transfer, direction of the transfer and amount of the transfer.

4.4. The Portal has the right to refuse the User to perform any settlement operations using the bank account details provided by the User.

4.5. The User has the right to place a transfer request to any identified User of the Portal who has agreed to receive funds to his/her bank account.

4.6. The User is obliged to provide up-to-date and reliable information when filling out the transfer request form posted on the Portal's website. In the event of any circumstances that led to the refusal and/or inability of the User to make a previously placed transfer request on the Portal's website, the User is obliged to immediately cancel such a transfer request.

4.7. The Portal has the right to refuse placing or cancel the User's transfer request unilaterally.

4.8. The User has the right to accept any transfer request published on the Portal's website, if the User has an identified account in the receiving currency.

5. Terms and Conditions for making transfers

5.1. In order to make each transfer, the User is obliged to conclude a separate Mutual Order Agreement for Depositing Funds in electronic form with another identified user of the Portal (hereinafter referred to as the Transfer Partner) on the terms and conditions specified in the placed or accepted transfer request, in accordance with Annex No. 1 to the Terms and Conditions (hereinafter referred to as the Mutual Agreement).

5.2. According to the terms and conditions of the Mutual Agreement, the User is obliged to conclude a separate Agreement for the provision of escrow services with an Escrow Agent (hereinafter the Escrow Agreement) for each individual transfer, in accordance with Annex No. 2 to the Terms and Conditions.

5.3. The User shall sign the Mutual Agreement and the Escrow Agreement on the Portal's website by entering a personal password from the User's personal account.

5.4. If the User (or his/her Transfer Partner) has not signed the Mutual Agreement within 24 hours from the moment of signing this Mutual Agreement by the other party, then such an Mutual Agreement will be considered invalid, and the transfer request will be canceled unilaterally by the Portal.

5.5. All conditions for the transfer between the User and the Transfer Partner shall be governed by the Mutual Agreement concluded between them. The Portal is not responsible to the User, nor to the Transfer Partner, nor to third parties for obligations and agreements concluded between the User and the Transfer Partner and/or third parties, as well as for damage caused by actions (inaction) of the User and the Transfer Partner and/or the specified third parties.

6. Rights and obligations of the Parties

6.1. The User is obliged:

6.1.1. To independently monitor provision of Services by the Portal;

6.1.2. To notify the Portal of the unilateral refusal to execute the Agreement on its own initiative by sending a letter to the e-mail address specified in the Agreement;

6.1.3. Not to transfer the login and password from his/her account to third parties;

6.1.4. Not to perform actions aimed at gaining access to someone else's account on the Portal by guessing a login and password, hacking or other similar actions;

6.1.5. Not to publish messages on the Portal containing obscene language and its derivatives, as well as to prevent actions that may be recognized:

- propagating hatred, discrimination on racial, ethnic, sexual, religious, social grounds;
- insulting other users and (or) third parties, discrediting their honor, dignity, and business reputation;
- violating the legislation on personal data;
- violating the legislation of the European Union and the country of the Customer's location;
- information that infringes on the honor and dignity, rights and legally protected interests of third parties.

6.1.6. To refrain from and prevent the commission of actions related to any operations with information, content and objects, the distribution of which is limited or prohibited by the legislation of the European Union, the rights of third parties or these Terms and Conditions, including: malicious computer programs; objects of intellectual rights of third parties in respect of which the User has not received an appropriate authority; confidential information;

6.1.7. The User is obliged to contact the Portal's website daily in any way available to him/her, independently or through authorized persons, to obtain information about the new version of the Terms and Conditions, about the changes and (or) additions to the Terms and Conditions.

6.2. The User has the right to:

6.2.1. Get access to the Services in accordance with the terms of their provision described in these Terms and Conditions;

6.2.2. Terminate the Agreement specified in clause 2.3 of these Terms and Conditions unilaterally at any time;

6.2.3. Contact the Portal for questions related to provision of the Services or operation of the Portal.

6.3. The User agrees that his/her data will be used for the purpose of improving the service and analysis as part of statistical data.

6.4. The Portal is obliged to:

6.4.1. Post up-to-date information about the Services provided on the Portal;

6.4.2. Organize and ensure proper provision of the Services under the Agreement. The Services shall be provided in accordance with the publicly available information on the Portal;

6.4.3. Be guided by the terms of the Privacy Policy, the text of which is posted on the Portal, in the issues of processing personal data of the Users.

6.5. The Portal has the right to:

6.5.1. Unilaterally change the composition, volume, cost and terms of execution of the Services.

6.5.2. Refuse to provide the Services to the User at any stage of the provision of services in case of violation by the User of any of the terms and conditions of this Agreement, as well as the Mutual Agreement or the Escrow Agreement, and on other grounds provided for by the legislation of the European Union, or on the basis of an individual decision of the Portal.

6.5.3. Refuse to provide access to the Portal's website and to the User's personal account in case of violation by the User of any of the terms of this Agreement, as well as the Mutual Agreement or the Escrow Agreement, and on other grounds provided for by the legislation of the European Union, or on the basis of an individual decision of the Portal.

6.5.4. Terminate this Agreement unilaterally in case of violation by the User of any of the terms of this Agreement, as well as the Mutual Agreement or the Escrow Agreement, and on other grounds provided for by the legislation of the European Union, or on the basis of an individual decision of the Portal.

6.5.5. Check, moderate, reject, edit or publish any information provided by the User on the Portal's website.

6.6. The Portal is not responsible for any damage caused to the User, including material damage, as a result of the actions or inaction of the User, his/her Transfer Partner, Escrow Agent, as well as resulting from the conclusion of any agreements and contracts between the Users on the Portal.

7. Payment procedure for Services

7.1. The cost of providing Services by the Portal is 3% of the transfer amount, but not less than 30 euros for each transfer (exclusive of VAT 21%).

7.2. The payment procedure is governed by the Escrow Services Agreement concluded between the User and the Portal in respect of each individual transfer, in accordance with Annex No. 2 to the Terms and Conditions.

8. Term of the Agreement, procedure for its change or termination

8.1. The Agreement is considered concluded from the moment the User accepts the Terms and Conditions of the Portal at the time of registration on the Portal's website and is valid until it is terminated by one of the Parties or by their mutual consent.

8.2. The Portal reserves the right to unilaterally make changes and/or additions to the Terms and Conditions without notifying the Users. Changes and (or) additions made by the Portal to the Terms and Conditions become mandatory for the Parties from the date of entry into force of the Terms and Conditions version established by the Portal. The Portal is obliged to publish the new version of the Agreement on the Portal's website at least 2 (two) calendar days before the date of entry into force of the new version of the Agreement.

8.3. The Agreement may be terminated unilaterally by the Portal, as well as on the grounds provided for by the legislation of the European Union and these Terms and Conditions.

8.4. This Agreement is considered terminated from the date of notification to the User and/or transmission to the User of a notification about the deletion of the User's personal account on the Portal's website by sending a message to the User's e-mail address.

8.5. The User has the right to terminate this Agreement unilaterally by sending a written notification to the Portal at the specified e-mail address, or by deleting the personal account on the Portal's website.

9. Final provisions

9.1. The User agrees that the actions performed on the Portal's website after Authorization are recognized as User's actions.

9.2. The User is responsible for the accuracy, relevance, completeness and compliance of the information provided during Registration with the legislation of the European Union and the country of citizenship of the User.

9.3. By registering on the Portal's website, the User agrees to receive information messages to the e-mail address, phone number and messengers linked to the specified phone number specified during Registration. In case of transmission of a request for marking informational messages with "spam" to third parties, the Portal has the right to refuse the User access to the Portal's website and/or to provide Services without notifying the User.

9.4. The User shall independently ensure security of the login and password, and shall also be responsible for all actions performed by him/her after Authorization. The User is obliged to immediately notify the Portal of any unauthorized access with his/her login and password and/or any security breach. The Portal is not responsible for damage caused as a result of unauthorized access and/or authorized access by third parties to the User's personal account on the Portal's website.

9.5. In case the User transfers the login and password to any third party, the User shall bear full responsibility for the actions committed by the specified third party.

9.6. The User should not violate, block or otherwise damage any security features of the Portal's website, other means that prevent or restrict the use or copying of any Portal content.

9.7. Copying and distributing any information published on the Portal's website without the Portal's permission is a violation of the legally protected intellectual rights of the Portal and may cause liability in accordance with the legislation of the European Union.

9.8. The Portal is not responsible for interruptions in operation (including emergency, preventive) of the Portal's website, for insufficient quality or speed of data provision, for the complete or partial loss of any data posted on the Portal's website or for causing any other losses that have arisen or may arise from the User when using the Portal's website.

9.9. All notifications during the execution of this Agreement shall be sent by the Parties to each other by using the services of the Portal's website, either by e-mail or by mobile phone number and/or messengers linked to it, specified during Registration.

9.10. All disputes and disagreements that may arise from or in connection with this Agreement will be resolved through negotiations. If no agreement is reached on the disputed issues, all disputes shall be resolved in court at the location of the Portal.

9.11. For non-fulfillment and/or improper fulfillment of their obligations under this Agreement, the Parties shall be responsible under the legislation of the European Union.

9.12. In matters not regulated by this Agreement, the Parties shall be guided by other documents provided on the Portal's website and current legislation of the European Union.

SAMPLE
Deposit of Funds Mutual Order Agreement
No. _____ dated _____

Full name of User 1, date of birth, identification document number document number, issued in the country of issue by authority that issued the document, date of issue, resident at the address: address of residence, hereinafter referred as "Side 1", and

Full name of User 2, date of birth, identification document number document number, issued in the country of issue by authority that issued the document, date of issue, resident at the address: address of residence, hereinafter referred _____ as "Side _____ 2"

have entered into this Deposit of Funds Mutual Order Agreement (hereinafter referred to as the "Agreement") as follows:

1. Subject of the Agreement

1.1. Party 1 orders, and Party 2 undertakes to perform the following actions on behalf and at the expense of Party 1 (hereinafter referred to as Order 1): to deposit funds to the settlement account specified by Party 1 in this Agreement in the amount of amount and currency.

1.2. Party 2 orders, and Party 1 undertakes to perform the following actions on behalf and at the expense of Party 1 (hereinafter referred to as Order 2): to deposit funds to the settlement account specified by Party 2 in this Agreement in the amount of amount and currency.

1.3. To make money transfers specified in clauses 1.1 and 1.2, as well as agreement performance guarantees, the Parties use escrow agents' services:

1.3.1. Party 1 escrow agent is Company name, registration number, registered address, hereinafter referred to as the Escrow Agent 1. Escrow Agent 1 provides services to Party 1 under the terms of the concluded Escrow Service Agreement No. _____ dated _____.

1.3.2. Party 2 escrow agent is Swaply One S.L., NIF B72567126, registered at: avd. del Golf 2, urb. Marina de la Alcaidesa, 6.13, 11360, San Roque, Cadiz, Spain, hereinafter referred to as the Escrow Agent 2. Escrow Agent 2 provides services to Party 2 under the terms of the concluded Escrow Service Agreement No. _____ dated _____.

2. Rights and obligations of the Parties

2.1. The Parties shall:

2.1.1. Transfer funds to accounts of its Escrow Agents under the obligations assumed by the Orders within 24 hours from the moment of conclusion of this Agreement.

2.1.2. Instruct Escrow Agents to execute Orders in accordance with the terms of Clauses 1.1 and 1.2 of this Agreement.

2.1.3. Transfer documents to Escrow Agents confirming transfer of funds to the Escrow Agents' account for the obligations assumed by the Orders not later than 24 hours from the moment of conclusion of this Agreement.

2.1.4. Independently pay for all expenses related to fulfillment of obligations hereunder, including payment for Escrow Agents' services.

2.1.5. Independently pay for any arising obligations to pay taxes and fees as part of obligations fulfillment assumed hereunder.

2.2. The Parties have the right to instruct their Escrow Agent to make a full refund in case of non-fulfillment or violation by one of the Parties of its obligations hereunder.

2.3. In the event of early termination of the Agreement at the initiative of one of the parties, the Parties have the right to instruct their Escrow agent to make a full refund.

3. Settlements between the Parties

3.1. The Parties waive remuneration for performance of their obligations hereunder due to mutual and equivalent nature of the Orders received.

4. Responsibility of the Parties

4.1. The Party that has not fulfilled or improperly fulfilled its obligations hereunder is liable within the limits of legislation of the country of its citizenship.

4.2. Non-fulfillment, refusal to fulfill or violation of deadlines for fulfillment of the obligations assumed under the Order of one of the Parties, leads to termination of the Agreement and return to the adverse Party of the funds transferred to the Escrow Agent's accounts.

4.3. The Parties are not responsible for any damage caused to the opposing Party, including material damage, as a result of non-fulfillment, refusal to perform or violation of deadlines for fulfilling their obligations under the Order under this agreement.

5. Force majeure

5.1. Upon occurrence of force majeure circumstances beyond reasonable foresight and control of the Parties, the Parties shall not be liable for obligations related to full or partial non-performance of this Agreement for the duration of such circumstances or their consequences.

5.2. Parties undertake to inform each other within seven calendar days from the date of occurrence of the event concerning occurrence and termination of force majeure circumstances, as well as concerning expected duration of their action in writing and signed by authorized persons.

5.3. Affected Party is obliged to take all actions that are in its power in order to reduce damage caused by such circumstances to both Parties, and in case of failure to take necessary measures to preserve any valuables at the disposal of the Parties, it is obliged to cover these losses to the other Party.

5.4. Occurrence of force majeure circumstances must be confirmed by the competent authority of the country of citizenship or residence of the Party.

6. Final provisions

6.1. The language of this agreement is English. The version in this language shall have priority in the event of any discrepancies in the text of the agreement translated into other languages.

6.2. This Agreement is concluded in 2 copies of equal legal force, one copy for each Party.

6.3. The Agreement shall be considered concluded at the time of its signing by both Parties.

6.4. Obligations under the Agreement of the Parties shall be considered fulfilled from the moment of transfer of funds in accordance with Clauses 1.1 and 1.2.

6.5. The Parties are not entitled to transfer their rights and obligations under the Agreement to third parties, with the exception of Escrow Agents specified in Clauses 1.3.1 and 1.3.2

6.6. References to a word or term in the Agreement in the singular include references to this word or term in the plural. References to a word or term in the plural include references to this word or term in the singular. This rule applies unless the text of this Agreement otherwise requires.

6.7. The Parties agree that all documents and all information transferred by the Parties to each other in connection with the Agreement are considered confidential and not subject to disclosure without the written permission of the other Party.

6.8. The Parties acknowledge validity and legal force of electronic signature of the Agreement by entering a personal password on the www.swapy.one portal, as well as validity and legal force of any information, messages and documents transferred in electronic format.

6.9. In case of disputes and disagreements, the Parties are obliged to declare their claims in writing.

6.10. All disputes and disagreements that may arise between the Parties in connection with the performance of obligations arising from or in connection with this Agreement shall be resolved through negotiations. If it is impossible to reach an agreement on the disputed issues through negotiations within 15 (Fifteen) calendar days from the date of receipt of the claim, the disputes shall be resolved in the Arbitration Court at the place of residence of the defendant.

6.11. The terms and conditions of this Agreement are binding on the legal successors of the Parties.

7. Addresses and details of the Parties

Party 1:

Full name of User 1, date of birth, identification document number document number, issued in the country of issue by authority that issued the document, date of issue, resident at the address: address of residence

Party 2:

Full name of User 2, date of birth, identification document number document number, issued in the country of issue by authority that issued the document, date of issue, resident at the address: address of residence

signature User 1

Date: _____

signature User 2

Date: _____

**TEMPLATE
Escrow Services Agreement**

No. _____ dated _____

Full name of the User 1, Date of Birth, identity document number document number, issued in Country of Issue by the Issuing Authority, Date of Issue, residing at: Residence Address, hereinafter referred to as "Depositor" and

Full name of the Recipient of funds, Date of Birth, identity document number document number, issued in Country of Issue by the Issuing Authority, Date of Issue, residing at: Residence Address, hereinafter referred to as the "Beneficiary" and

SWAPY ONE S.L., NIF B72567126, registered at: avd. del Golf 2, urb. Marina de la Alcaidesa, 6.13, 11360, San Roque, Cadiz, Espana, represented by the Administrator of the Company, Mr. Viacheslav Zinovyev, acting under the Charter, hereinafter referred to as the "Escrow Agent",

have entered into the Agreement on the provision of escrow services (hereinafter referred to as the "Agreement") as follows:

1. Subject of the agreement

1.1. The Depositor instructs, and the Escrow Agent undertakes to perform the following actions on behalf of the Depositor:

1.1.1. to deposit funds to the **Beneficiary's** account, in case of fulfillment of the terms and conditions of this Agreement specified in clause 2.2.1.

1.1.2. the obligation described in clause 1.1.1. arose from the Depositor under the Mutual Order Agreement for Depositing Funds No. _____ dated _____ (hereinafter referred to as the "Mutual Agreement").

1.2. The amount of funds required to be deposited into the Beneficiary's account is **amount and currency**.

2. Rights and obligations of the Parties

2.1. The Depositor undertakes to:

2.1.1. Within 24 hours from the moment of conclusion of this Agreement, transfer funds (deposit) to the Account of the Escrow Agent in the amount of **amount and currency** for subsequent fulfillment of obligations to deposit funds to the account **specified by the Beneficiary**. The term for depositing funds is 1 calendar month from the moment the Depositor's funds are credited to the Escrow Agent's account.

2.1.2. Pay the cost of escrow services in the amount of **amount and currency + tax amount = total amount** (including VAT, 21%) by transferring funds to the Escrow Agent's account.

2.1.3. The total amount to be transferred under this Agreement is **amount and currency** in accordance with the Invoice No. 001 under this Agreement.

2.1.4. Bank details of the Escrow Agent for depositing funds by the Depositor:

Recipient's name: SWAPY ONE SL

IBAN: _____

Bank: _____

BIC: _____

2.1.5. Within 24 hours from the moment of the transfer of funds under the Invoice No. 001, send a document confirming implementation of such a transfer by transmitting relevant information to the Portal www.swapy.one

2.1.6. Grant the Escrow Agent the right to dispose of the Depositor's funds in the account under the terms of this Agreement for the entire period of fulfillment of obligations under this Agreement, including: transfer funds to the Beneficiary's account, make a refund from the Escrow Agent's account to the Depositor's settlement account.

2.2. The Escrow Agent undertakes to:

2.2.1. Transfer the Depositor's funds from the escrow account to the **Beneficiary's** account, on behalf of the Depositor, in accordance with clause 1.1. of this Agreement, in case of proper fulfillment of the terms and conditions of the Mutual Agreement:

The Escrow Agent Name of the company confirmed by transmitting the relevant information to the Escrow Agent that funds were credited to his/her account in the amount of amount and currency as part of the fulfillment of obligations under the Mutual Agreement.

2.2.2. The Escrow Agent undertakes to transfer the Depositor's funds in accordance with clause 1.1 to the Beneficiary's account:

IBAN: _____ Recipient's name: _____ Bank: _____ Bank
address: _____ BIC: _____ Country of account: _____

2.2.3. The Escrow Agent has the right to change the details of the Beneficiary's account at the request of the Beneficiary or his/her Escrow Agent Name of the company unilaterally.

2.2.4. Provide a refund to the Depositor in case of early termination of the Mutual Agreement or expiration of the deposit period in accordance with clause 2.1.1 of this Agreement. To make a refund, the Depositor should send to the Escrow Agent a signed application for a refund in simple written form, in which the Depositor should specify the details of the bank account for the refund.

2.2.5. Inform the Depositor about the progress of the provision of services under this Agreement by transmitting relevant information.

2.2.6. Issue an Invoice to the Depositor within 24 hours from the moment of signing this Agreement.

- 2.3. The Escrow Agent has the right to terminate this Agreement unilaterally in case of non-fulfillment, refusal to fulfill or violation of the deadlines for the fulfillment by the Depositor of obligations under this Agreement, as well as in cases provided for by the EU Legislation and regulatory legal acts of the Kingdom of Spain.
- 2.4. If at the time of early termination of this agreement, except for the cases provided for in clause 2.7. of this Agreement, the Escrow agent's account contains funds belonging to the Depositor, then the Escrow agent is obliged to make a full return of such funds in accordance with a written Application for the return of the Depositor in accordance with clause 2.2.4 of this Agreement.
- 2.5. The application for the refund of funds from the Account must be signed by the Depositor within 24 hours from the date of early termination of this Agreement.
- 2.6. The Depositor confirms that the funds that he/she transfers to the Escrow Agent's account are not income from illegal or criminal activities, are free from paying any taxes, and also are not a settlement for any transaction with the Beneficiary, including not aimed at fulfilling the Depositor's monetary obligations to the supplier to pay for goods (works, services).
- 2.7. In the case of enforcement measures provided for by law with respect to funds in the Escrow Agent's account for the obligations of the Depositor, the Escrow Agent has the right to suspend expenditure transactions with the Depositor's funds in the account, as well as terminate this Agreement unilaterally.

3. Settlements between the Parties

- 3.1. The cost of escrow services provided to the Depositor under this agreement is amount and currency + amount of tax = total amount (including VAT, 21%)
- 3.2. The Depositor undertakes to pay for the Escrow Agent's services within 24 hours from the date of conclusion of this Agreement by transferring funds to the Escrow Agent's account.

4. Responsibility of the Parties

- 4.1. The Escrow Agent is not responsible for the consequences of the execution of orders issued by unauthorized persons, in cases where, using the provided Escrow Rules, the agent could not establish the fact that an order was issued by unauthorized persons.
- 4.2. The Escrow Agent is not liable to the Depositor, the Beneficiary, or third parties for obligations and agreements concluded between the Depositor and the Beneficiary and/or third parties, as well as for damage caused by actions (inaction) of the Depositor and/or the Beneficiary and/or the specified third parties.
- 4.3. After the transfer of funds by the Escrow Agent to the Beneficiary's account in accordance with clauses 1.1, 2.2.1 and 2.2.2, this Agreement is considered fulfilled in full.
- 4.4. The Beneficiary is personally responsible for the payment of any taxes and fees incurred within the framework of these contractual relations.
- 4.5. The Party that has not fulfilled or improperly fulfilled its obligations under this Agreement is liable within the framework of the Legislation of the EU and the Kingdom of Spain.
- 4.6. The Parties undertake to transmit any information, as well as communicate with each other, by sending messages via e-mail.
- 4.7. The Parties recognize the eligibility and legal force of the electronic signing of the Agreement by entering a personal password on the portal www.swapy.one, as well as the eligibility and legal force of any information, messages and documents transmitted in electronic format.
- 4.8. The Depositor is responsible for the accuracy of the information and documents provided at the conclusion of this Agreement. The Depositor undertakes to reimburse, within 5 (five) Business Days from the moment the Escrow Agent sends the corresponding written request to the details of the Depositor, the full property losses incurred by the Escrow Agent in connection with the payment of fines and other sanctions imposed by the Control and supervisory authorities on the Escrow Agent related to the provision by the Depositor of unreliable or false information, as well as documents at the conclusion of this Agreement.
- 4.9. The Depositor confirms that he/she does not belong to officials:
 - 4.9.1. Foreign public officials (FPO) – persons who have been entrusted or have been entrusted with significant public functions by another country, for example, heads of state or government, prominent politicians, senior government, judicial or military personnel, senior heads of state corporations, prominent figures of political parties. Middle- and lower-level employees are not covered by the concept of FPO.
 - 4.9.2. Public international organization officials (PIOO) – international civil officials or any person who is authorized by such an organization to act on its behalf. Middle- and lower-level employees are not covered by the concept of PIOO.
 - 4.9.3. FPO/PIOO immediate circle – spouses, close relatives (lineal descendants/ancestors (parents and children, grandfathers, grandmothers and grandchildren), full- and half-blood (having a common father or mother) brothers and sisters, adopters and adoptees).
- 4.9. The Depositor confirms that at the time of conclusion of this Agreement, bankruptcy proceedings, as well as personal sanctions or any other restrictions have not been initiated against him/her by any of the states.

5. Force majeure

- 5.1. Upon the occurrence of force majeure circumstances beyond the reasonable foresight and control of the Parties, the Parties shall be released from liability for obligations related to full or partial non-fulfillment of this Agreement for the duration of such circumstances or their consequences.
- 5.2. The Parties undertake to inform each other within seven calendar days from the date of the occurrence of the event about the occurrence and termination of force majeure circumstances, about the expected duration of their action in writing signed by authorized persons.

- 5.3. The Party affected by force majeure circumstances is obliged to take all necessary actions in order to reduce the damage caused by such circumstances to both Parties, and in case of failure to take the necessary measures to preserve any valuables at the disposal of the Parties is obliged to cover these losses to the other Party.
- 5.4. The occurrence of force majeure circumstances must be confirmed by the authorized body of the country of citizenship or residence of the Party who declared the occurrence of force majeure circumstances.

6. Final provisions

- 6.1. The language of this agreement is Spanish. The version in this language has priority in the event of any discrepancies in the text of the agreement translated into other languages.
- 6.2. This Agreement is concluded in 2 copies having the same legal force, one copy for each Party.
- 6.3. The Agreement is considered concluded from the moment it is signed by both Parties.
- 6.4. Any agreement between the Parties entailing new obligations that do not arise from the Agreement must be confirmed by the Parties in the form of additional agreements to this Agreement. All amendments and additions to the Agreement shall be considered valid only if they are made in writing and signed by the Parties.
- 6.5. The Party has no right to transfer its rights and obligations under the Agreement to third parties. If funds are credited to the Escrow Agent's account from an unidentified third party according to the details of this Agreement, such transfer will be considered erroneous. The Escrow Agent will refund the funds mistakenly transferred by the payer within 5 working days from the date of receipt of the signed Application for a refund.
- 6.6. References to a word or term in the Mutual Agreement in the singular include references to this word or term in the plural. References to a word or term in the plural include references to that word or term in the singular. This rule applies unless otherwise provided in the text of the Agreement.
- 6.7. The Parties agree that all documents and all information transmitted by the Parties to each other in connection with the Agreement are considered confidential and are not subject to disclosure without the written consent of the other Party.
- 6.8. In case of disputes and disagreements, the Parties are obliged to declare their claims in writing.
- 6.9. All disputes and disagreements that may arise between the Parties and the instructions arising from or in connection with this Agreement will be resolved through negotiations. If it is impossible to reach an agreement on the disputed issues through negotiations within 15 (fifteen) calendar days from the date of receipt of a written claim, the disputes shall be resolved in the Arbitration Court of Cadiz.
- 6.10. The terms and conditions of this Agreement are binding on the legal successors of the Parties.

7. Addresses and details of the Parties

Depositor:

Full name of the User 1, Date of Birth, identity document number document number, issued in Country of Issue by the Issuing Authority, Date of Issue, residing at: Residence Address.

signature

Date: _____

Beneficiary:

Full name of the Recipient of funds, Date of Birth, identity document number document number, issued in Country of Issue by the Issuing Authority, Date of Issue, residing at: Residence Address

_____ Full name of the Recipient of funds
signature

Date: _____

Escrow Agent:

SWAPY ONE S.L., NIF B72567126, registered at: avd. del Golf 2, urb. Marina de la Alcaidesa, 6.13, 11360, San Roque, Cadiz, Espana

IBAN: _____

Bank: _____

BIC: _____

_____ Mr. Viacheslav Zinovyev
signature

Date: _____

Privacy Policy

We, company Swapy One S.L., NIF B72567126, registered at: avd. del Golf 2, urb. Marina de la Alcaidesa, 6.13, 11360, San Roque, Cadiz, Spain (“SWAPY”, “Company”, “we,” “our” or “us”), respect your privacy and are committed to protecting personal information that will be delivered to us (“Personal Data”) acting as data controller during your use of software platform developed by the Company – SWAPY.

This privacy policy sets out the basis on which all Personal Data we have collected from you, or that you provide to us, will be processed by us (“Privacy Policy”). Please read the following carefully to understand how we will use your Personal Data and our practices regarding your Personal Data.

By using our website “https://swapy.one” (“Website”) or our web-application - SWAPY app you confirm your understanding of the fact that we will use any Personal Data collected on you in accordance with the terms of this Privacy Policy. Personal Data is processed according to the provisions of the European Union General Data Protection Regulation, the Spanish Data Protection and Digital Rights Act 3/2018 and other applicable laws and this Privacy Policy.

If you do not agree with the data practices described in this Policy, you should not use our services, the Website or the web-application.

Please read the following carefully to understand how we will use your personal data and our practices regarding your personal data.

Collection and use

We collect your Personal Data through SWAPY website or web-application. We only collect necessary Personal Data about you. In order to use SWAPY and its individual functions, we collect the following data that is processed by the Company:

- full name, surname;
- date of birth;
- email address;
- your photo;
- photo or scan copy of your ID document;
- actual residence address, country;
- phone number;
- mobile phone number;
- additional information requested by the Company or provided by you in case of necessity (e.g. to carry out full ID verification);
- information about how you use SWAPY, such as the types of content you view or engage with, the actions made on the account, the time, frequency and duration of activities and sessions;
- other information you provide when you participate in contests or promotions offered by us or our partners, respond to our surveys or otherwise communicate with us;
- information about you from third parties, including third-party verification services, mailing list providers, and publicly available sources;
- information collected by Cookies and Web beacons (defined below), including using web beacons and sending cookies to your device.

We define Cookies and Web-beacons as small text files sent by us to your computer or mobile device. They are unique to your account or your browser. Session-based cookies last only while your browser is open and are automatically deleted when you close your browser. Persistent cookies last until you or your browser delete them or until they expire. We use both session-based and persistent cookies.

This privacy policy does not apply to, and we are not responsible for, third-party cookies, web beacons, or other tracking technologies, which are covered by such third parties' privacy policies. For more information, we encourage you to check the privacy policies of these third parties to learn about their privacy practices.

When you use SWAPY, the following Personal Data will also become available to and will be processed by the Company:

- IP address;
- geolocation;
- information about the device on which the SWAPY is running, namely: type of device, unique device ID, mobile operating system and version, mobile browsers, preferred language while using SWAPY;
- your provided transaction details and any extra information required to make the payments, also transaction history.

In order to respond to your inquiries by email (if you are not using SWAPY) we shall collect the following information on you: name, surname, email address, topic, and the text of your inquiry. This Personal Data of yours shall be processed based on consent you gave by submitting the data together with your inquiry.

We undertake to:

- process your Personal Data lawfully, fairly and in a transparent manner;
- not to further process your Personal Data in a manner that is incompatible with the specified, explicit and legitimate purposes for which your data was collected;
- ensure to collect only Personal Data that is adequate, relevant and limited to what is necessary for relation to the collection purposes;
- take steps to ensure that your Personal Data that is inaccurate, would be erased or rectified without delay;
- process your Personal Data in a manner that ensures appropriate security, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures.

Purposes

We need your personal information to provide you with the possibility to use SWAPY. Accordingly, processing of your Personal Data is mainly necessary for the performance of a contract between you and us for the use of SWAPY as explained in SWAPY Terms and Conditions.

We process your Personal Data for the following purposes and on the following legal grounds:

- in order to provide you with SWAPY services and functions (legal basis – fulfilling the agreement between you and the Company);
- to notify you about changes to Company's services and provide you with important information or required notices (legal basis – fulfilling the agreement between you and the Company, our legal obligations or our legitimate interests);
- for fraud detection, monitoring and prevention purposes and to comply with all and any requirements of the applicable laws (legal basis – our legal obligations and legitimate interests);
- in order to provide you with the new Company's services and discounts that interest you (legal basis – our legitimate interests or your consent);
- in order to ensure the proper functioning of SWAPY, protect against fraud and security risks and keep the SWAPY safe, secure and efficient (legal basis – our legitimate interest);
- to improve SWAPY and to ensure that service is provided in the most effective manner for you and for your device (legal basis – our legitimate interest).
- to protect our rights, property, or the security and integrity of our services, enforce the terms of our Terms and Conditions or other applicable agreements or policies (legal basis – our legitimate interest);
- to maintain back-ups of our databases and to keep the records in accordance with our internal policies and procedures and the applicable law (legal basis – our legal obligations and legitimate interests);
- to establish, exercise or defend legal claims, whether in court proceedings or in an administrative or out-of-court procedure for the protection and assertion of our legal rights, your legal rights and the legal rights of others (legal basis – our legal obligations and legitimate interests).

In order to provide you with our services we may associate any category of information with any other category of information and will treat the combined information as Personal Data in accordance with this Privacy Policy for as long as it is combined.

You may refuse to submit your Personal Data. However, submitting of your Personal Data is required for proper functioning of your SWAPY personal account and necessary for achievement of the objectives of this Privacy Policy. Therefore, should you refuse to submit requested Personal Data we shall be unable to provide you with our services.

Automated decisions and profiling

SWAPY uses its proprietary automated fraud prevention system, enabling it to set up dynamic rules to monitor and block suspicious activities while using SWAPY, which does not include profiling. The account unblocking requires additional verification and/or provision of additional information based in risks assessment of the compliance and risks department.

Marketing

We would like to use your name, email address and telephone number to inform you of our future offers and similar products to the ones you are using, as well as to invite you to participate in market research activities (such as focus groups, interviews and surveys).

Data sharing

We will disclose the data we collect from you to certain third parties who process your Personal Data on behalf of us or use it in delivering their services to us. Such Personal Data recipients and processors have an obligation to use data securely and confidentially and in accordance with regulatory requirements.

The Company will disclose Personal data to these categories of data recipients:

- licensed payment services providers and financial institutions for the purposes of transaction authorization and transaction settlement;
- third-party service providers for full ID verification purposes;
- third parties such as banks, fraud prevention agencies or other financial institutions for fraud detection, monitoring and money laundering, terrorist financing and fraud prevention purposes, also competent authorities for law enforcement purposes (e.g. police or financial crime investigation authorities); media companies to assist with marketing efforts and better user experience (when applies);
- companies providing or supporting IT or accounting solutions of the services.

We may transfer your data outside of the European Economic Area, including countries which have different data protection standards than those which apply in the European Economic Area. Any such transfer of your Personal Data will be carried out in compliance with applicable laws. For transfers outside the European Economic Area, we will use Standard Contractual Clauses (and you have a right to ask for a copy of these clauses) and Privacy Shield as safeguards for countries without adequacy decision from the European Commission.

Retention period

We will retain your Personal Data for as long as you use SWAPY and for a reasonable time thereafter. Your Personal Data will not be stored longer than it is necessary for data processing purposes.

Your Personal Data will be deleted when it is no longer needed for the processing purposes. We will store your Personal Data not longer than for 10 years after the end of the provision of service and your usage of SWAPY unless otherwise required by the applicable law.

You may contact us if you would like us to delete Personal Data that you have provided through SWAPY. Please note that some or all of the provided Personal Data may be required in order for SWAPY to function properly or to comply with legal obligations.

Your rights

If at any point you believe the Personal Data we process is incorrect, you may request to see this information and have it corrected or deleted.

You also have the right to request access to your Personal Data or restriction of processing of your data as well as the right to data portability, right to object to data processing and the right to erasure, which means right to have personal data deleted (“right to be forgotten”).

Where provided by law, you can request correction or revision of your Personal Data; limit the use and disclosure of your Personal Data and revoke consent to any of our data processing activities (revoking of the consent does not affect the lawfulness of processing based on consent before its withdrawal).

It is possible that we may not be able to implement certain of your rights, such as the “right to be forgotten” and delete all personal data we hold, if it is necessary to apply safeguards, in particular, to prevent the destruction of data or evidence based on and in accordance with the requirements of the applicable laws and regulations, our legal obligations or legitimate grounds for processing. The Company has right not to provide Personal Data if the User’s account was blocked and the User refused to verify account.

Security of your information

We take reasonable measures, including administrative, technical, and physical safeguards, to protect your information from loss, theft, misuse, and unauthorized access, disclosure, alteration, and destruction. We hold information about you at our own premises and with the assistance of third-party service providers. We restrict access to personal information to our employees, contractors, and agents who need to know that information in order to transmit, store, or process it, who are subject to contractual confidentiality obligations consistent with this Policy, and who may be disciplined or terminated if they fail to meet these obligations.

Our third-party service providers store and transmit personal information in compliance with this Policy and other appropriate confidentiality and security measures. Nevertheless, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes.

In the event that any information in our possession or under our control is compromised as a result of a security breach, we will take reasonable steps to investigate the situation and, where appropriate, notify those individuals whose information may have been compromised and take other steps in accordance with applicable laws or regulations.

Changes to the privacy policy

We reserve the right to modify, alter or otherwise update this Policy at any time.

It is your responsibility to independently monitor changes to the Policy on SWAPY website. Should you not wish to accept those changes, you should notify us and we will take that as an instruction to close your account held with us.

Should we not hear from you, your continued use of our services constitutes your acceptance of any amendment of this Policy. In the event that you close your account following rejection of the changes, we will still hold your personal data on file, to adhere to applicable law.