

## ON THE PROCEDURE FOR PROVIDING SERVICES BY AN EXCHANGE OFFICE

This Agreement defines the terms of service of the crypto exchanger swapftm.com (hereinafter referred to as the "Exchange Office"). Before using the Exchange Office, the Client undertakes to read and fully accept all the terms of this agreement. Otherwise, the Client cannot use the services of the Exchange Office. Using the services of the Exchange office means that the Client fully agrees with all the clauses of this Agreement. This agreement is available for public access on the Internet on the page <https://swapftm.com> and it can be changed unilaterally by the Management of the Exchange office without additional notification to the Client.

## TERMS USED

A website is a collection of information, texts, graphic elements, design, images, photos and video materials and other results of intellectual activity, as well as a set of computer programs contained in an information system that ensure the availability of such information at <https://swapftm.com>, including any subdomains, and if the domain or Site material must be for any reason changed, it turns on the Site after any such changes.

The User is any Person registered on the Site and who has agreed to the terms and conditions of this Agreement. The User has reached the age of 18; does not plan to carry out any illegal activity through the use of the services of the Service <https://swapftm.com>; the laws of his country of residence do not prohibit the use of this Service.

The exchange office/service is a complex designation of the Site and the Administration that manages it <https://swapftm.com>.

Payment systems are electronic payment systems that are operators and/or issuers of virtual and cryptocurrencies.

Electronic/virtual money — accounting units of various electronic (virtual) payment systems, cryptocurrencies, symbolizing a certain amount of property rights defined by the rules of the relevant payment systems.

Application — a certain amount of information provided by the Client to the Exchange Office, indicating the Client's desire to use the services of the Exchange Office on the terms formed by the Exchange Office and specified in the application. All parameters and conditions not explicitly specified in the application are governed by these rules.

Exchange office services — operations for the entry and withdrawal of electronic currencies, as well as other services, information about which is posted on the website.

## PROVISION OF SERVICES

1.1. The exchange office provides services to any Client who has accepted this agreement for the exchange/deposit/withdrawal of virtual and cryptocurrency assets according to the current tariffs presented on a special page of the site.

1.2. The Exchange Office is not responsible and does not partially or fully compensate for losses incurred due to improper use of the service, as well as due to errors made by the Client during the transfer or specifying incorrect details.

1.3. The Parties recognize documents in electronic form drawn up with the help (by means of) Payment systems that are legally equivalent to the relevant documents in simple written form.

1.4. This agreement does not cancel the current legislation of the countries of registration and location of the Exchange Office and the Client, as well as contractual relations between the Client and the Payment System (systems). If, under the terms of current legislation or other agreements, the Client cannot use the services of the Exchange office, then the use of these services by the Client is prohibited by these rules and will be considered illegal.

1.5. The Exchange office guarantees the confidentiality of information about the Client and his transactions. The exchange office may provide this information only at the request of authorized government agencies, officials or representatives of Payment systems, if there are legitimate grounds for this.

## TERMS OF EXCHANGE TRANSACTIONS AND RESPONSIBILITIES OF THE PARTIES

2.1. By using the Exchange Office, the Client confirms the full legality of his activities. The Client responsibly confirms that the origin of the virtual or cryptocurrency assets involved in the exchange is legal and does not contradict local and international legislation. The Client agrees that any attempt to exchange illegally obtained funds is subject to judicial or criminal prosecution to the fullest extent of the law.

2.2. The Exchange office reserves the right to refuse to provide services to any Client without explaining the reasons.

2.3. The Exchange office does not bear the risks of responsibility for the storage of the Client's financial resources (including changes in the exchange rate of cryptocurrency assets).

2.4. The Exchange Office is not responsible in case of violation of the agreement between the Client and electronic payment systems (cryptocurrency exchanges) supported by the Exchange Office.

2.5. All information received by the Exchange Office from the Client during the transaction is confidential and is not disclosed to third parties. The exchange office has the right, upon request, to provide information about the Client at the request of law enforcement agencies, by decision, at the request of the court, to the administrations of payment systems, as well as to victims of fraudulent actions, if the fact of fraud is proven.

2.6. The Exchange Office undertakes to take the necessary actions to prevent attempts at illegal trade, financial fraud and money laundering using the services of the Exchange Office.

2.7. Payment systems and/or financial institutions are solely responsible for the funds entrusted to them by the Client. The Exchange Office is not a party to the agreement between the Payment System and/or the financial institution and the Client and is in no way responsible for the incorrect or unauthorized use of the Payment System by the Client, as well as for the Client's abuse of the functionality of the Payment System. The mutual rights and obligations of the Client and the Payment System and/or financial institution are regulated by the relevant agreements.

2.8. Any completed operation for the deposit/withdrawal of virtual or cryptocurrency, as well as any other operation provided by the Exchange Office to the Client, is considered irrevocable, i.e. cannot be canceled by the Client after its completion — the Client receives what is due to him under the previously accepted terms of the transaction.

2.9. The Exchange Office has the right to suspend or cancel the performed operation if the authorized authorities receive information about the illegality of the Client's possession of electronic currencies or financial resources and/or other information that makes it impossible for the Exchange Office to provide services to the Client.

2.10. The Exchange Office has the right to suspend or cancel the performed operation if the Client violates the terms of this agreement.

2.11. The Exchange Office guarantees the fulfillment of obligations to the Client only within the limits of the amounts entrusted to the Exchange Office by the Client for the operation.

2.12. In the case of transactions for the purchase/sale/ exchange of cryptocurrency assets, the order processing time begins to count from the moment tokens or funds are credited to the account of the Exchange office. The exchange rate is finally fixed only at the time of crediting funds to the account of the Exchange office. In the case of cash transactions or urgent transfers, the exchange rate is finally fixed at the time of the actual withdrawal of funds (i.e. receipt of funds on hand).

2.13. The exchange office will make every effort, but does not guarantee that its services will be available around the clock and daily. The Exchange Office does not bear any responsibility for losses, lost profits and other costs incurred by the Client as a result of the inability to access the website and services of the Exchange Office.

2.14. The Exchange office does not bear any responsibility for losses, lost profits and other costs of the Client resulting from delays, errors, failures, unavailability of payment systems, technical work of cryptocurrency exchanges during any payments or electronic transfers.

2.15. The Exchange Office does not bear any responsibility for losses, lost profits and other costs of the Client resulting from erroneous expectations of the Client regarding the duties and conditions of service of the Exchange Office, profitability of transactions and other subjective factors.

#### THE CLIENT UNDERTAKES TO:

3.1. Exclude any possible complicity in illegal trade and any other illegal transactions using the services of the Exchange office.

3.2. Exclude any possible complicity in financial fraud, the use of an Exchange office for the purpose of creating and distributing pyramids, as well as for performing other actions contrary to the law.

3.3. Exclude in their practical activities using the Exchange office any actions, the implementation of which may cause direct or indirect harm to countering the legalization (laundering) of proceeds from crime.

3.4. The Client has the right to cancel an application previously created but not yet paid for by the Exchange Office and return the deposited funds, according to the refund policy of the service. When funds are refunded, the payment system commission (network commission) is deducted from the Client for making the payment.

3.5. The Client guarantees compensation for losses to the Exchange Office (management company, managers and employees) in cases of lawsuits or claims directly or indirectly related to the Client's use of the Exchange Office services, with the exception of losses caused by culpable (intentional or careless) actions of the Exchange Office itself.

3.6. The Client guarantees that he is the owner or has legitimate grounds for disposing of the amounts used in his transactions.

3.7. The Client undertakes not to falsify communication flows related to the operation of the Exchange Office.

3.8 You are NOT located on the territory, under the control of, or a citizen or resident of Afghanistan, American Samoa, the U.S. Virgin Islands, Guam, Iran, Yemen, Libya, Pakistan, the State of Palestine, Puerto Rico, Somalia, the Democratic People's Republic of Korea, the Northern Mariana Islands, the United States, Syria, the Russian Federation, the Republic of Belarus, the Republic of Sudan, Transnistria, Abkhazia, South Ossetia, the Turkish Republic of Northern Cyprus, Western Sahara, the Federal Republic of Ambazonia, Kosovo and the temporarily occupied territory of Ukraine, as well as any other country, which is covered by the UN Security Council sanctions list and its equivalent ("Prohibited Jurisdictions"). swapftm does not work in Prohibited Jurisdictions. Swapftm reserves the right to choose its markets and jurisdictions to operate in and may at any time restrict the provision of services or refuse to do so to certain countries;

#### THE EXCHANGE OFFICE UNDERTAKES TO:

4.1. Take all possible and available actions to prevent attempts at illegal trade, financial fraud and money laundering using the services of the Exchange office. These actions include providing all possible assistance to law enforcement agencies in the search and capture of financial terrorists engaged in illegal money laundering activities.

#### THE COST OF SERVICES

5.1. Tariffs are determined by the management of the Exchange office and published on the website. The management of the Exchange office has the right to change tariffs without additional notification to anyone.

5.2. The exchange office is not responsible for the client's expectations about changes in tariff plans and the cost of services.

## DISPUTE RESOLUTION PROCEDURE

6.1. Disputes and disagreements arising within the framework of the provision of services by the Exchange Office to the Client are resolved by correspondence.

6.2. In some cases, disagreements may be resolved with the participation of the administration of one of the payment systems.

## FORCE MAJEURE

7.1. In case of a technical error on the website (failure of cryptocurrency exchange rates) the service reserves the right to return the coins to the client, minus the network commission.

7.2. The Parties are released from liability for full or partial non-fulfillment of obligations under this Agreement if the non-fulfillment of obligations was the result of acts of force majeure, namely: fire, flood, earthquake, terrorist acts, change of power, civil unrest, DDOS attacks on the service, as well as non-functioning of Payment systems, energy supply systems, communication networks and Internet service providers.

## AML AND KYC VERIFICATION

8.1.1. Policy swapftm.com The Anti—Money Laundering, Counter-Terrorism Financing (hereinafter AML Policy) and the "Know Your Customer" policy (hereinafter the "KYC Policy") are designed to prevent and reduce possible risks of the service's participation swapftm.com in any illegal activity.

International laws and regulators, as well as the "Fifth Directive on Combating Money Laundering and Terrorist Financing (5AMLD)"([https://ec.europa.eu/info/business-economyeuro/banking-and-finance/financial-supervision-and-risk-management/anti-moneylaundering-and-counteracting-financing-terrorism\\_en#international](https://ec.europa.eu/info/business-economyeuro/banking-and-finance/financial-supervision-and-risk-management/anti-moneylaundering-and-counteracting-financing-terrorism_en#international)) , require from the service swapftm.com implementation of effective internal procedures and mechanisms to prevent money laundering, terrorist financing, drug and human trafficking, proliferation of weapons of mass destruction, corruption and bribery, as well as taking action in case of any form of suspicious activity and activity of its Users.

The exchange office, as a provider of virtual/cryptocurrency assets services, is required to verify all suspicious transactions of virtual/cryptocurrency assets. During the verification, among other things, it is necessary to carry out user identification (KYC) and establish the origin of the virtual/cryptocurrency asset. Also, for the period of verification of the transaction, the virtual/cryptocurrency asset must be kept on the balance sheet.

8.1.2. By creating an order on the website, the Client agrees that an AML/KYC check can be carried out in relation to him.

8.1.3. The AML/KYC verification procedure for clients and transactions is performed by the AML officer of the service swapftm.com , as well as our liquidity provider.

8.1.4. As part of the AML/KYC verification, the Client consents to the processing and storage of his personal data, as well as, if necessary, to transfer this data to the liquidity provider.

8.1.5. The AML/KYC procedure includes a set of developed measures.

- Constant monitoring of transactions passing through the service swapftm.com .
- Appointment of a responsible person (Money Laundering Reporting Officer)
- Risk-based approach
- Customer due diligence
- Improving the professional skills and knowledge of the service staff swapftm.com - Interaction with government agencies in cases prescribed by law. - Accounting, record keeping, office work

8.2.1. If, according to the results of the analysis of AML-cryptocurrency assets, a risk above 40% is identified, or any label from the following is obtained:

DARK SERVICE

SCAM

STOLEN

MIXING(MIXER)

SEXTORTION

RANSOMWARE

HACK

PHISHING

TERRORISM FINANCING

FRAUD

BLACKLIST

STILL UNDER INVESTIGATION

CYBERCRIME ORGANIZATION

NARCOTICS

CHILD ABUSE

HUMAN TRAFFICKING, SANCTIONS,

and other high-risk assets, then the Client's transaction may be frozen indefinitely until full identity verification (KYC) is completed.

8.2.2. Upon receipt of an official request from our liquidity provider, the Client's transaction may be frozen indefinitely until full identity verification (KYC) is completed.

8.2.3. Upon receipt of a request from the competent authorities, the Client's transaction may be frozen indefinitely until the identity verification (KYC) is fully completed.

8.2.4. If any suspicious activity is detected by the AML officer of the service swapftm.com The Client's transaction may be frozen indefinitely until the identity verification (KYC) is fully completed.

8.3.1. Documents for KYC verification:

To confirm the origin of the funds, we ask you to answer the following questions in full: - which platform did the funds come to you through? Please provide screenshots from the history of the sender's wallet/platform withdrawals, as well as links to both transactions in the explorer;

- for what service did you receive the funds;

- how much was the transaction for, as well as the date and time of its execution; - through which contact person did you communicate with the sender of the funds? Please provide screenshots of the correspondence with the sender, where we can see the confirmation of sending funds.

Also, we ask you to provide the following materials:

- A photo of one of the documents (passport, ID card or driver's license).

- A selfie with this document and a sheet on which today's date and signature will be handwritten.

If necessary, the service has the right to request additionally any other documents not specified in this section.

All submitted images (scans, photos, screenshots) must be in jpeg or png format.

8.3.2. The terms of consideration of documents for passing KYC verification are individual for each case and are not regulated by time.

8.3.3. The return of blocked assets is possible only after passing KYC verification.

8.3.4. The user's assets that have not passed AML verification are not subject to exchange.

8.3.5. Based on the results of the KYC positive verification, the client will be refunded with a 5% commission deduction.

8.3.6. The return of assets is impossible if a request has been received from the competent authorities for these assets or other departments of any jurisdiction have been seized/blocked (in this case, the blocked asset can be used as physical evidence).

## FINAL PROVISIONS

9.1. The direct or indirect use of the Exchange Office's services for fraudulent and illegal transactions, illegal trade, financial fraud and money laundering is prohibited.

9.2. All information on the Exchange Office's website is protected by the Law on Copyright and Related Rights. The use of any information from the Exchange Office's website must be agreed with the Administration.

9.3. Any transaction between the Client and the Exchange Office from the moment of its completion is irreversible. It is not possible to refund the transferred funds after the completion of the operation.

9.4. In the event of a dispute between the Client and the Exchange Office, the amount of maximum compensation from the Exchange Office cannot exceed the amount transferred by

the Client for exchange or transfer, the Client, in case of his fault, guarantees independent compensation for losses and damage caused to the Exchange Office. All disputes between the Client and the Exchange Office are resolved through negotiations.

9.5. The Exchange Office is not responsible and does not compensate for losses for improper performance of its duties to the Client caused by force majeure circumstances. Such circumstances, in particular, include: accidents; disconnection or operation with power failures of equipment; natural disasters; natural and industrial disasters; terrorist acts; military operations; civil unrest; the adoption by state authorities, local governments or administrations of payment systems of acts containing prohibitions or restrictions on the activities of the Exchange office or payment systems; other circumstances that cannot be foreseen or prevented in advance and make it impossible to provide services to the Exchange office.

9.6. The Exchange office has the right not to issue cash to the Client until the latter provides his passport data.

9.7. The Exchange Office has the right to amend this agreement at any time without notifying the Client.

#### ACCEPTANCE OF THE TERMS OF SERVICE

Acceptance of the terms of the "User Agreement" when creating an application is automatically considered by the service as an agreement with all documentation regulating the operation of the service.