SWIVR TERMS OF USE

Swivr Trade Ltd
Effective Date: September 9, 2026

1. Introduction

These Terms of Use set out the terms and conditions on which you, whether personally or on behalf of an entity ("you" or "your"), may access or use the website at https://swivr.trade (the "Site") and the trading platform, applications, APIs and related services made available through it (together with the Site, the "Services"), operated by Swivr Trade Ltd, a company incorporated in Panama(the "Company," "Swivr," "we," "us," or "our").

These Terms of Use, together with our Privacy Policy at https://swivr.trade/privacy and any additional terms or policies that expressly incorporate these Terms of Use by reference (collectively, the "Terms"), constitute a binding agreement between you and us.

NOTICE: PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING THE SERVICES — INCLUDING BY CREATING AN ACCOUNT, CONNECTING OR LINKING A WALLET, DEPOSITING FUNDS, OR PLACING AN ORDER — YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED THESE TERMS. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICES. SECTION 4 CONTAINS AN IMPORTANT RISK DISCLOSURE. SECTION 13 CONTAINS A BINDING ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS.

2. The Services

2a. What Swivr is

Swivr provides a platform for trading short-duration, binary, event-based contracts on the price of digital assets (each, a "Contract"). Each Contract relates to a single underlying asset and a single time period (a "Round"). You may take an "Up" position or a "Down" position in a Round. At expiry, each Contract resolves to one of two outcomes, and shares of the winning outcome settle at $1.00 while shares of the losing outcome settle at $0.00.

Contracts are denominated and settled in USDC on the Solana blockchain network.

2b. Our role

You should understand the following about how the Services operate:

- **We operate the Services.** We provide the interface, the order book and quoting infrastructure, and the systems that route and execute orders. We are not a passive publisher of information.
- **Orders are authorised by you.** When you place an order, we present you with a quote. If you accept it, you sign the resulting transaction with your own wallet. We do not place orders on your behalf and we do not exercise discretion over your trading.

- **We execute signed transactions.** Once you have signed, we submit and execute the transaction against the platform's contracts, and we may pay network fees on your behalf.
- **Your Wallet.** A wallet (your "Wallet") is provisioned for you through our third-party wallet provider when you first sign in, and you may also link an external self-custodial wallet as a signer and funding source. You may export the private key to your Wallet at any time and import it into other wallet software, subject to the third-party wallet provider’s terms. We do not hold or have access to the private key, recovery phrase or other signing credentials for your Wallet, and you authorise each transaction initiated through your Wallet. We do not have authority to reverse a transaction you sign. The third-party wallet provider may provide wallet infrastructure and may hold, control or otherwise administer assets or wallet functionality associated with your Wallet under its own terms.
- **Wallet configuration.** You are responsible for using your Wallet in accordance with these Terms and the third-party wallet provider’s terms and for taking reasonable steps to secure the credentials and recovery information within your control, including any private keys, recovery phrase and passwords you hold or export. We are not responsible for the wallet provider’s services, security, custody or control of assets, or for any loss resulting from your use of the Wallet, except to the extent liability cannot be excluded under applicable law.

  We are not your broker, adviser or fiduciary. Nothing in these Terms creates a fiduciary, advisory, agency or trust relationship between you and us. The only obligations we owe you are those expressly set out here.

2c. Information provided through the Services

All prices, charts, probabilities, analytics, greeks, market insights, leaderboards, historical performance data and other information made available through the Services are provided **for informational purposes only**. They are not an offer, a solicitation of an offer, or a recommendation to enter into any transaction.

We strive to provide accurate information, but we do not warrant that any information is complete, accurate, current or timely. You agree that you are not relying on any information presented through the Services and that you will independently verify anything on which you intend to act.

2d. Availability

The Services may be unavailable or fail to operate at any time, including as a result of: equipment or software failure; scheduled or emergency maintenance; causes beyond our reasonable control; congestion, outage or disruption of the Solana network or of any oracle, data or infrastructure provider we depend on; or the unavailability of any third-party service provider. We do not guarantee uninterrupted or error-free access.

3. Eligibility and Access

3a. Age and legal capacity

The Services are intended only for users who are 18 years of age or older.

As a condition of accessing or using the Services, you represent and warrant that you are at least 18 years of age, or the age of majority in your jurisdiction if that is higher, and that you have the legal capacity to enter into a binding contract. If you are accepting these Terms on behalf of an entity, you represent and warrant that you have the authority to bind that entity. If you do not meet these requirements, you are prohibited from accessing or using the Services.

3b. Restricted Jurisdictions and Close-Only Jurisdictions

Restricted Jurisdictions. You acknowledge and agree that you are not permitted to access, use, or trade Contracts through the Services if you are residing in, a citizen of, organised in, incorporated in, have a registered office in, or are located in any jurisdiction identified as restricted on the list published at https://swivr.trade/geo, which we may update from time to time without notice (collectively, the "Restricted Jurisdictions"); or in any jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions, including but not limited to Iran, Syria, Cuba, North Korea, and the Crimea, Donetsk and Luhansk regions of Ukraine. If you are located in a Restricted Jurisdiction, no functionality for purchasing, selling, depositing or withdrawing is available to you through the Services.

Close-Only Jurisdictions. Certain jurisdictions are identified on that same list as close-only (collectively, the "Close-Only Jurisdictions"). If you are residing in, a citizen of, organised in or located in a Close-Only Jurisdiction, your access to the Services is in close-only mode: you may sell or close your positions, cancel your orders, redeem settled positions, and withdraw your balance, but you may not purchase Contracts, place new orders, or deposit funds. We may move any jurisdiction between categories, or add any jurisdiction to either category, at any time and without notice, including in response to sanctions designations or regulatory developments.

Determination of your location. We determine your location by reference to the IP address of the connection through which you access the Services, and we make that determination on each request. You acknowledge and agree that we may apply the treatment applicable to a Restricted Jurisdiction where your location cannot be determined, or where you access the Services through a virtual private network, proxy, Tor, or any other anonymising network. The list published at https://swivr.trade/geo, and not this document, is the operative statement of the jurisdictions in each category.

Browsing. Access to the Information Site and to market data, leaderboards and other information is not restricted by reference to your location. Nothing in this section entitles you to purchase, sell, deposit or withdraw, and you acknowledge and agree that the availability of any control within the Services does not constitute permission to act. We enforce the restrictions set out in this section on every trading and funding request, and our determination governs.

3c. Sanctions

You represent and warrant that you are not, and for the duration of your use of the Services will not be: (i) the subject of economic or trade sanctions administered or enforced by any governmental authority, or designated on any list of prohibited or restricted parties, including the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), or any equivalent list maintained by the United Nations, the European Union or the United Kingdom; (ii) organised, resident or located in a jurisdiction subject to comprehensive sanctions; or (iii) acting on behalf of any such person. If this ceases to be true, you must immediately stop using the Services.

3d. No circumvention

USE OF A VIRTUAL PRIVATE NETWORK ("VPN"), PROXY, TOR, A RELOCATED OR FALSIFIED DEVICE OR NETWORK SETTING, ANOTHER PERSON'S ACCOUNT, OR ANY SIMILAR TOOL OR TECHNIQUE TO DISGUISE YOUR LOCATION OR IDENTITY, OR TO ATTEMPT TO OR TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN, IS STRICTLY PROHIBITED. ANY PERSON IN VIOLATION OF THESE TERMS MAY HAVE THEIR ACCESS PLACED IN CLOSE-ONLY MODE, SUSPENDED OR TERMINATED, AND THEIR POSITIONS CLOSED OUT OR FROZEN, IN OUR SOLE DISCRETION.

For the avoidance of doubt, Section 3b operates independently of this section: accessing the Services through an anonymising network may cause your requests to be refused whether or not you intended to circumvent any restriction.

3e. Beta access

Access to the Services may be limited to approved participants during any beta or early-access period. We may grant, withhold, suspend or revoke access in our reasonable discretion. For a non-emergency suspension or revocation, we will use reasonable efforts to provide advance notice, but may act without prior notice where reasonably necessary to address sanctions, security, fraud or abuse, legal or regulatory requirements, or other urgent operational issues.

3f. Additional information

We, or a third party acting on our behalf, may request additional information from you at any time, including to verify your identity, location, source of funds, or that you are not a restricted person. If you do not provide the requested information within the time we specify, or if we reasonably determine that the information is inadequate, we may, after reasonable notice where practicable, suspend or terminate your access, exclude you from any Program, or take any other action reasonably necessary. We may act without prior notice where reasonably necessary to comply with applicable law or sanctions requirements, protect the Services or users, or prevent fraud, abuse or security issues.

4. Risk Disclosure

Swivr does not provide trading, investment, financial, legal or tax advice. All information provided through the Services is for informational purposes only. Trading on Swivr involves risk and may not be appropriate for everyone. You risk losing the entire amount you commit to any transaction, including fees. You should carefully consider whether trading on Swivr is appropriate for you in light of your trading experience, financial resources and risk tolerance. Any trading decisions you make are solely your responsibility and are made at your own risk. Past performance is not necessarily indicative of future results.

In addition, you acknowledge and accept each of the following:

- **Total loss.** Contracts settle at either $1.00 or $0.00 per share. A losing position is worth nothing. **You can lose up to 100% of the amount you commit to a Contract, plus fees.**
- **Short duration and volatility.** Contracts resolve over very short time periods. Small movements in the underlying price can determine the outcome.
- **Irreversibility.** Transactions submitted to the Solana network are final and cannot be reversed, cancelled or refunded by us once executed.
- **Fees reduce returns.** A fee applies to every trade you place and is included in the amounts you see. See Section 5c.
- **Blockchain risk.** You accept the risks of blockchain technology, including smart contract vulnerabilities, network congestion, forks, outages, failed transactions, and loss of funds resulting from hacking, phishing, social engineering or your own error.
- **Wallet security.** You are responsible for the security of the wallet and any credentials within your control. We cannot recover lost keys or reverse transactions.
- **Oracle risk.** Settlement depends on a third-party price oracle. See Section 5b.
- **Regulatory risk.** The legal treatment of the Contracts is unsettled in many jurisdictions and may change. We may be required to suspend, restrict or discontinue the Services in any jurisdiction at any time.
- **No deposit protection.** Amounts you hold or commit through the Services are not bank deposits, are not insured by any deposit insurance scheme, and are not protected by any investor compensation scheme.

5. Trading

5a. Orders and execution

The Services support market orders (executed against a firm quote), limit orders, preset order sizes, and closing an open position before expiry. A quote is valid only for the period stated at the time it is given. We may reject, cancel or fail to execute any order, including where a quote has expired, where the market has moved beyond any slippage tolerance you set, where network conditions prevent execution, or where we believe execution would breach these Terms or applicable law.

5b. Settlement and resolution

Each Contract resolves **Up** if the settlement price of the underlying asset is greater than or equal to the target price, and **Down** otherwise.

The settlement price is taken from the **Pyth Network** price feed for the relevant asset pair, averaged over a time-weighted window ending at expiry. Every second in that window is weighted equally. Pyth Network serves as the primary price source; however, as set forth in this Section 5b, secondary or fallback price sources may be utilized in the event the primary feed fails, is delayed, or is unavailable. Prices from other providers, exchanges, or spot markets are not otherwise used. The length of the averaging window depends on the duration of the Round and is displayed in the Services.

You acknowledge that settlement depends on data supplied by a third-party oracle that we do not control. We are not responsible for the accuracy, availability or timeliness of that data, except as expressly provided in this Section 5b. If the applicable oracle feed is unavailable, materially stale, interrupted, or appears to contain a manifest error at or around expiry, we may delay resolution while we investigate. During this delay, we may attempt to use data from a secondary price source or data feed designated by us for the relevant Contract or Round. If we cannot reliably determine the settlement price under the applicable methodology or a secondary source, we may void the affected Round and unwind the affected transactions, including by returning the amounts committed to affected positions and reversing or refunding related Fees to the extent technically and legally practicable. Subject to the foregoing, resolution is determined by the Contract's pre-defined rules applied to the applicable oracle output and is final.

5c. Fees

A taker fee (the "**Fee**") applies to every trade placed through the Services. The Fee on a trade is calculated as:

Fee = f × C × P × (1 − P)

where:

- **f** is the "**Fee Factor**", the rate set by us from time to time in accordance with this section;
- **C** is the number of Contracts bought or sold in the trade; and
- **P** is the price of the Contract, expressed as a decimal between 0 and 1 (a Contract quoted at 52¢ has a P of 0.52).

At this time, the Fee Factor is 0.03 (that is, 3%).

Because C × P is the notional value of the trade, the same calculation may be expressed as **Fee = notional × f × (1 − P)**.

Where P is not between 0 and 1, no Fee is charged.

The table below sets out the Fee charged on a trade of **100 Contracts** at each price from 1¢ to 99¢, at the Fee Factor currently in force. The Fee scales in proportion to the number of Contracts: a trade of 250 Contracts at the same price incurs two and a half times the Fee shown.

Price	Fee	Price	Fee	Price	Fee
1¢	$0.0297	34¢	$0.6732	67¢	$0.6633
2¢	$0.0588	35¢	$0.6825	68¢	$0.6528
3¢	$0.0873	36¢	$0.6912	69¢	$0.6417
4¢	$0.1152	37¢	$0.6993	70¢	$0.6300
5¢	$0.1425	38¢	$0.7068	71¢	$0.6177
6¢	$0.1692	39¢	$0.7137	72¢	$0.6048
7¢	$0.1953	40¢	$0.7200	73¢	$0.5913
8¢	$0.2208	41¢	$0.7257	74¢	$0.5772
9¢	$0.2457	42¢	$0.7308	75¢	$0.5625
10¢	$0.2700	43¢	$0.7353	76¢	$0.5472
11¢	$0.2937	44¢	$0.7392	77¢	$0.5313
12¢	$0.3168	45¢	$0.7425	78¢	$0.5148

13¢	$0.3393	46¢	$0.7452	79¢	$0.4977
14¢	$0.3612	47¢	$0.7473	80¢	$0.4800
15¢	$0.3825	48¢	$0.7488	81¢	$0.4617
16¢	$0.4032	49¢	$0.7497	82¢	$0.4428
17¢	$0.4233	50¢	$0.7500	83¢	$0.4233
18¢	$0.4428	51¢	$0.7497	84¢	$0.4032
19¢	$0.4617	52¢	$0.7488	85¢	$0.3825
20¢	$0.4800	53¢	$0.7473	86¢	$0.3612
21¢	$0.4977	54¢	$0.7452	87¢	$0.3393
22¢	$0.5148	55¢	$0.7425	88¢	$0.3168
23¢	$0.5313	56¢	$0.7392	89¢	$0.2937
24¢	$0.5472	57¢	$0.7353	90¢	$0.2700
25¢	$0.5625	58¢	$0.7308	91¢	$0.2457
26¢	$0.5772	59¢	$0.7257	92¢	$0.2208
27¢	$0.5913	60¢	$0.7200	93¢	$0.1953
28¢	$0.6048	61¢	$0.7137	94¢	$0.1692
29¢	$0.6177	62¢	$0.7068	95¢	$0.1425
30¢	$0.6300	63¢	$0.6993	96¢	$0.1152
31¢	$0.6417	64¢	$0.6912	97¢	$0.0873
32¢	$0.6528	65¢	$0.6825	98¢	$0.0588
33¢	$0.6633	66¢	$0.6732	99¢	$0.0297

On a purchase, the Fee is deducted from the amount you commit before the remainder reaches the order book. On a sale, the Fee is deducted from your proceeds. The Fee is always contained within the amount you specify; it is never charged separately on top of it.

We may change the Fee Factor, and introduce or vary any other fee, from time to time. We will use reasonable efforts to provide advance notice of any material fee increase, and any change will take effect on the date it is published in the Services or in these Terms, unless a later date is stated in the notice. We may make changes without prior notice where reasonably necessary to address sanctions, legal or regulatory requirements, security, fraud or abuse, market or network conditions, or other urgent operational issues.

5d. Deposits and withdrawals

You may deposit and withdraw USDC using the wallet functionality in the Services, subject to any minimum amounts and limits we set. You are responsible for ensuring that any address you withdraw to is correct and under your control. Transfers to an incorrect address cannot be recovered.

Deposits and withdrawals are subject to Section 3b. In a **Close-Only Jurisdiction**, you may withdraw but not deposit, and in a **Restricted Jurisdiction** neither is available through the Services. Withdrawals also require multi-factor authentication where you have enrolled a method.

5e. Limits

We may impose transaction limits, position limits, rate limits or other restrictions, and may change them from time to time, including on an individual account basis. We will use reasonable efforts to provide advance notice of material, non-emergency changes, but may impose or change limits without prior notice where reasonably necessary to address sanctions, legal or regulatory requirements, security, fraud or abuse, market or network conditions, or other urgent operational issues.

6. Your Responsibilities and Prohibited Conduct

You agree to use the Services only in a lawful and proper manner. You agree that you will not:

- Violate any applicable law, rule or regulation through your use of the Services;
- Place or attempt to place any order on the basis of confidential information about the outcome or likely outcome of the event underlying a Contract, where trading on that information would breach a duty of trust or confidence owed to another person;
- Place or attempt to place any order where you hold, or act at the direction of a person who holds, a position of authority or influence sufficient to affect the outcome of the event underlying a Contract;
- Engage in disruptive or manipulative trading practices, including spoofing, front-running, wash trading, entering fictitious transactions, cornering or attempted cornering, or entering orders with the intent of manipulating a price, probability, leaderboard position or Program outcome;
- Operate multiple accounts to circumvent limits, gain an unfair advantage in any Program, or evade a suspension or restriction;
- Use any bot, scraper, or automated means to access the Services other than through an API we make available, or exceed any published rate limit;
- Interfere with, disrupt, probe or attempt to gain unauthorised access to the Services or any related systems or networks;
- Reverse engineer, decompile or disassemble any part of the Services, except to the extent that restriction is prohibited by applicable law;
- Use the Services to launder money, finance terrorism, or engage in or facilitate any other illegal activity;
- Impersonate any person, or use a username, avatar or profile that is misleading, infringing, obscene or unlawful;
- Post any content through community features that is unlawful, defamatory, harassing, hateful, infringing, or that contains malware or spam.

We may investigate any suspected breach and may take action that is reasonably necessary to enforce these Terms or protect the Services, users or the integrity of trading, including suspending or terminating your access, cancelling or reversing trades where technically possible, withholding Program benefits, and reporting conduct to law enforcement or regulators. We may act without prior notice where reasonably necessary to address sanctions, security, fraud or abuse, legal or regulatory requirements, or other urgent operational issues.

7. Accounts, Profiles and User Content

You are responsible for all activity under your account and for keeping your credentials and wallet secure. You must notify us promptly of any unauthorised use.

PUBLIC-BY-DESIGN DISCLOSURE. Your username, avatar, profile, wallet address, positions, trading activity, profit and loss, and leaderboard placement are public by design and may be visible to other users and the public. Blockchain transactions and related records are inherently public and permanent and cannot be deleted or made private by us or by you.

Where you post comments, replies, feedback or other material through the Services ("User Content"), you retain ownership, and you grant us a worldwide, non-exclusive, royalty-free, sublicensable, transferable licence to host, store, reproduce, modify, display, distribute and otherwise use that User Content in connection with operating, promoting and improving the Services. You represent that you own or have the rights to your User Content and that it does not infringe any third party's rights. We may remove any User Content at any time.

Privacy. Our Privacy Policy at https://swivr.trade/privacy explains what information we collect, how we use and share it, and the rights you have over it. It is incorporated into these Terms. The public-by-design information described above—including your username, avatar, profile, wallet address, positions, trading activity, profit and loss, and leaderboard placement—may be visible to other users and the public. Information recorded on the blockchain is **public and permanent** and cannot be deleted or made private by us or by you, including after you ask us to delete your account.

8. Programs, Rewards, Referrals and Leaderboards

We may from time to time offer promotions, competitions, tournaments, referral or affiliate arrangements, rebates, points, rewards or other programs (each, a "Program"). We may make any Program available only to certain users, and the terms of each Program will be determined by us and communicated with that Program. Where Program terms conflict with these Terms, the Program terms govern for that Program only.

Participation is voluntary. You acknowledge that any benefit earned under a Program: (a) has no cash value unless we expressly state otherwise; (b) may be subject to conditions for redemption; (c) is not guaranteed and may be modified, cancelled or forfeited at our discretion, including where reasonably necessary to address fraud, abuse, security or legal or regulatory requirements; and (d) is subject to applicable law, which may restrict participation in some jurisdictions. We may modify, suspend or discontinue any Program from time to time without liability. We will use reasonable efforts to provide advance notice of material, non-emergency changes, but may act without prior notice where reasonably necessary to address sanctions, security, fraud or abuse, legal or regulatory requirements, or other urgent operational issues.

Leaderboards, rankings, standings, statistics and historical performance figures shown in the Services are provided for informational purposes only, may be delayed, and may be corrected or restated. Your portfolio is the authoritative record of your account balance and realised results.

9. Intellectual Property

9a. Ownership and licence

We and our licensors own all right, title and interest, including all intellectual property rights, in and to the Services, including all software, content, design, text, graphics, logos and trade marks, except where otherwise indicated. Subject to these Terms, we grant you a personal, limited, revocable, non-exclusive, non-sublicensable, non-transferable licence to access and use the Services. You receive no rights other than those expressly granted here.

Some components of the Services may be provided under separate open source or third-party licences; your use of those components is governed by those licences.

9b. Feedback

If you send us suggestions, ideas or feedback about the Services, we may use them without restriction or compensation to you, and you assign to us all right, title and interest in that feedback.

9c. Third-party services

The Services integrate with, link to, or depend on services provided by third parties, including wallet providers, blockchain networks and RPC providers, price oracles, analytics providers and support tools. We do not control those services and are not responsible for them, for their availability or accuracy, or for their privacy practices. Your use of a third-party service is governed by that third party's terms, and is at your own risk.

9d. Indemnification

You agree to defend, indemnify and hold harmless the Company and its affiliates, licensors, and their respective officers, directors, employees and representatives from and against all claims, liabilities, damages, losses, fines, penalties, costs and expenses (including reasonable legal fees) to the extent arising out of or relating to: (i) your breach of these Terms; (ii) your violation of applicable law or other unlawful conduct; (iii) your misuse of the Services; (iv) your User Content; or (v) your infringement or misappropriation of any third party's rights.

10. Modifications, Suspension and Termination

10a. Changes to these Terms

We may modify these Terms from time to time. We will post the modified Terms in the Services or on the Site with an updated effective date. Posting the modified Terms in the Services or on the Site constitutes notice of the changes. The modified Terms will take effect on the effective date stated in the posting, or, if no effective date is stated, on posting. By continuing to use the Services after the effective date, you agree to be bound by the modified Terms. If you do not agree, you must stop using the Services before the effective date.

10b. Changes to the Services

We may modify, suspend, restrict, or discontinue any part of the Services from time to time, including by limiting the Services to closing open positions only. We will use reasonable efforts to provide advance notice of material, non-emergency changes, but may act without prior notice where reasonably necessary to address sanctions, security, fraud or abuse, legal or regulatory requirements, market or network conditions, or other urgent operational issues. We will not be liable for any loss resulting from any such change.

10c. Termination

We may suspend or terminate your access to the Services at any time if we reasonably believe that doing so is necessary to enforce these Terms, prevent or address fraud, abuse or security issues, comply with applicable law or sanctions requirements, or address an urgent operational issue. For a non-emergency suspension, we will use reasonable efforts to provide notice and, where appropriate, a reasonable opportunity to remedy the relevant issue. We may act without prior notice where reasonably necessary to protect the Services or users or to prevent the relevant risk. You may stop using the Services at any time. On termination, your right to use the Services ceases immediately.

10d. Survival

Sections 2c, 4, 6, 7, 9, 11, 12, 13 and 14, and any other provision that by its nature should survive, survive termination.

11. Disclaimers and Limitation of Liability

11a. No warranties

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT FOR ANY STATUTORY RIGHTS THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY (i) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR QUIET ENJOYMENT; (ii) ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE; (iii) THAT THE SERVICES WILL BE ACCURATE, UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iv) THAT ANY DATA OR ASSETS WILL BE SECURE OR NOT LOST OR ALTERED.

11b. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER WE NOR OUR SERVICE PROVIDERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, GOODWILL, USE OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE WILL NOT BE LIABLE FOR ANY LOSS ARISING FROM: (i) your inability to access or use the Services, including as a result of suspension, termination, maintenance or downtime; (ii) the cost of substitute services; (iii) any change in the value of any digital asset; (iv) any failure, delay, error, congestion, fork or outage of the Solana network or of any oracle, wallet provider, RPC provider or other third party; (v) any unauthorised access to, alteration of, or loss of your data or assets, including as a result of hacking, phishing or compromise of your wallet; or (vi) any trading decision you make.

OUR AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE TOTAL FEES YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM AND (B) US$100.

> Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited, including for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any liability under mandatory consumer protection law.

12. Governing Law and Dispute Resolution

12a. Governing law

These Terms and any dispute arising out of or in connection with them are governed by the laws of **the Republic of Panama**, without regard to its conflict of laws rules. Except as set out in Section 13, the competent civil and commercial courts of the First Judicial District of Panama, seated in Panama City, Republic of Panama, have exclusive jurisdiction, and each party waives any objection to jurisdiction and venue in those courts.

12b. Informal resolution first

Before either party commences formal proceedings, the parties agree to attempt in good faith to resolve the dispute informally.

To initiate, you must send written notice to legal@swivr.trade with "Complaint Resolution Process" in the subject line, including:

1. Your wallet address and username;
2. Your first and last name;
3. A detailed explanation of the complaint, with supporting documentation;
4. The relevant dates and times; and
5. The remedy you are seeking.

If we initiate, we will send you an equivalent notice.

If the dispute is not resolved within **30** days of a complete notice being delivered, either party may proceed under Section 13. The parties agree that any applicable limitation period is tolled during that window.

This process does not apply to disputes about the resolution of a Contract, which are determined under Section 5b.

13. Arbitration Agreement and Class Action Waiver

> **PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY BINDING ARBITRATION AND LIMITS THE WAYS YOU CAN SEEK RELIEF FROM US. YOU ARE GIVING UP THE RIGHT TO LITIGATE IN COURT AND TO PARTICIPATE IN A CLASS ACTION.**

13a. Agreement to arbitrate

Any dispute, claim or controversy arising out of or relating to these Terms or the Services that is not resolved under Section 12b will be finally resolved by binding arbitration administered by **the** Panama Center for Conciliation and **Arbitration** (CeCAP) under **its** applicable arbitration rules. The seat of arbitration is Panama City**,** Republic of Panama, the language is **English**, and the tribunal will consist of one arbitrator.

13b. Class action waiver

YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate claims or preside over any representative proceeding, and may award relief only in favour of the individual party seeking it.

13c. Exceptions

Either party may (i) bring an individual claim before a court of competent jurisdiction to the extent that claim is not capable of arbitration under applicable law, and (ii) seek injunctive or other equitable relief in court to prevent actual or threatened infringement or misappropriation of intellectual property rights.

13d. Opt-out

You may opt out of this Section 13 by sending written notice to legal@swivr.trade within **30** days of first accepting these Terms, stating your name, wallet address, and that you are opting out of arbitration. Opting out does not affect any other part of these Terms.

13e. Severability

If the class action waiver in Section 13b is held unenforceable as to a particular claim, that claim is severed from arbitration and may proceed in court, while all other claims remain in arbitration. If Section 13 is held unenforceable in its entirety, Section 12a governs.

14. General

Entire agreement. These Terms constitute the entire agreement between you and us regarding the Services and supersede all prior understandings.

No partnership or agency. Nothing in these Terms creates a partnership, joint venture, agency, employment or fiduciary relationship between you and us.

Assignment. You may not assign or transfer your rights or obligations under these Terms. We may assign or transfer these Terms in whole or in part without restriction. Any assignment in breach of this section is void.

Waiver. Our failure to enforce any provision is not a waiver of it. All waivers by us must be in writing.

Severability. If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, or if it cannot be, severed, and the remainder of these Terms will remain in effect.

Force majeure. We are not liable for any failure or delay in performance caused by events beyond our reasonable control.

Remedies cumulative. Our rights and remedies under these Terms are in addition to, and not in place of, any other right or remedy available at law or in equity.

Notices. We may give you notice by posting in the Services or by emailing the address associated with your account. You must give us notice at legal@swivr.trade

Contact.
Questions about these Terms: legal@swivr.trade
General support: support@swivr.trade

Last updated: September 9th, 2026