

Swaggy Bet

Terms of Use

Last Updated: September 13, 2024

This website-hosted user interface (this “Interface”) is made available by SWAGGYX CORPORATION SOCIEDAD DE RESPONSABILIDAD LIMITADA, a corporation organized and existing under the laws of the Republic of Costa Rica (the “Company”).

These terms of use, together with any documents and additional terms they expressly incorporate by reference, which includes any other terms and conditions or any agreement that the Company (“we,” “us” and “our”) posts publicly or makes available to you or the company or other legal entity you represent (“you” or “your”) (collectively, these “Terms”), are entered into between the Company and you concerning your use of, and access to, the Company’s websites, including the Interface; web applications; mobile applications; and all associated sites linked thereto by the Interface, or us or our affiliates (collectively with any materials and services available therein, and successor website(s) or application(s) thereto, the “Site”).

Please read these Terms carefully, as these Terms govern your use of the Site, and access to the order contract; Supported Contracts (as defined below); decentralized applications; APIs; all software made available by the Company to operate the Interface for trading and swapping cryptocurrencies and other blockchain-based assets (collectively, “Digital Assets”), including, without limitation, entering into contracts (“Contracts”) related to a specified event, occurrence, or value (collectively, the “Services”). These Terms expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to your use of, and access to, the Site and the Services.

By creating an account on the Site or clicking “I agree” (or a similar language) to these Terms, acknowledging these Terms by other means, or otherwise accessing or using the Site or the Services, you accept and agree to be bound by and to comply with these Terms, including, without limitation, the mandatory arbitration provision in Section 14. If you do not agree to these Terms, then you must not access or use the Site or the Services.

NONE OF OUR SERVICES ARE OFFERED TO PERSONS OR ENTITIES WHO RESIDE IN, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY, AS DEFINED BELOW (ANY SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY, A “RESTRICTED PERSON”). WE DO NOT MAKE EXCEPTIONS; THEREFORE, IF YOU ARE A US PERSON, THEN DO NOT ATTEMPT TO USE OUR SUPPORTED CONTRACTS AND IF YOU ARE A RESTRICTED PERSON, THEN DO NOT ATTEMPT TO USE ANY OF THE SERVICES, AS DEFINED BELOW. USE OF A VIRTUAL PRIVATE NETWORK (“VPN”) TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS PROHIBITED.

Please carefully review the disclosures and disclaimers set forth in Section 12 in their entirety before using Services, including the Interface or the Site. The information in Section 12 provides important details about the legal obligations associated with your use of the Services.

1. MODIFICATIONS TO THESE TERMS

We reserve the right, in our sole discretion, to modify these Terms from time to time. If we make changes, we will provide you with notice of such changes, such as by providing notice through the Services or updating the “Last Updated” date at the top of these Terms. Unless we state otherwise in our notice, all such modifications are effective immediately, and your continued use of the Site and the Services after we provide that notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, then you must stop using the Site and the Services.

2. USE OF SERVICES

- 2.1. User Representations and Warranties. As a condition to accessing or using the Services or the Site, you represent and warrant to the Company the following:
- 2.1.1. if you are entering into these Terms as an individual, then you are of legal age in the jurisdiction in which you reside and you have the legal capacity to enter into these Terms and be bound by them and if you are entering into these Terms as an entity, then you must have the legal authority to accept these Terms on that entity's behalf, in which case “you” (except as used in this paragraph) will mean that entity;
 - 2.1.2. you are not a resident, national, or agent of Algeria, Bangladesh, Bolivia, Belarus, Burundi, Burma (Myanmar), Cote D'Ivoire (Ivory Coast), Crimea and Sevastopol, Cuba, Democratic Republic of Congo, Ecuador, Iran, Iraq, Liberia, Libya, Mali, Morocco, Nepal, North Korea, Somalia, Sudan, Syria, Venezuela, Yemen, Zimbabwe or any other country to which Canada, Panama, the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions (collectively, “Restricted Territories”);
 - 2.1.3. you are not a member of any sanctions list or equivalent maintained by the Panamanian government, the United States government, the United Kingdom government, the European Union, or the United Nations (collectively, “Sanctions Lists Persons”) and you do not intend to transact with any Restricted Person or Sanctions List Person;
 - 2.1.4. you do not, and will not, use VPN software or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Services;
 - 2.1.5. You represent and warrant to us that you have obtained all required consents from any individual whose personal information you transfer to us in connection with your use of the Services; and
 - 2.1.6. **your access to the Services is not (a) prohibited by and does not otherwise violate or assist you to violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or another directive, requirement, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over the Company, you, the Site or the Services, or as otherwise duly enacted, enforceable by law, the common law or equity (collectively, “Applicable Laws”); or (b) contribute to or facilitate any illegal activity.**

2.1.7. Limitations. As a condition to accessing or using the Services or the Site, you acknowledge, understand, and agree to the following:

- a. from time to time the Site and the Services may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that the Company or any of its suppliers or contractors may undertake from time to time; (c) causes beyond the Company's control or that the Company could not reasonably foresee; (d) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (e) unavailability of third-party service providers or external partners for any reason;
- b. we reserve the right to disable or modify access to the Site and the Services at any time in the event of any breach of these Terms, including, without limitation, if we reasonably believe any of your representations and warranties may be untrue or inaccurate or you are violating or have violated any of the geographical restrictions that apply to the Services and/or Sponsored Contracts, and we will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Site or the Services being inaccessible to you at any time or for any reason;
- c. the Site and the Services may evolve, which means the Company may apply changes, replace, or discontinue (temporarily or permanently) the Services at any time in its sole discretion;
- d. the pricing information provided on the Site does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with the Company;
- e. the Company does not act as an agent for you or any other user of the Site or the Services;
- f. you are solely responsible for your use of the Services, including all of your transfers of Digital Assets and the custody and control of your Digital Assets;
- g. to the fullest extent not prohibited by Applicable Laws, we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, you hereby irrevocably disclaim, waive, and eliminate those duties and liabilities;
- h. you are solely responsible for reporting and paying any taxes applicable to your use of the Services;
- i. we have no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any Digital Assets that you may transfer to or from a third party, and we are not responsible for ensuring that an entity with whom you transact completes the transaction or is authorized to do so, and if you experience a problem with any transactions in Digital Assets using the Services, then you bear the entire risk; and
- j. we appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services ("Feedback"). If you choose to submit Feedback, you agree that we are free to use it (and permit others to use it) without any restriction or compensation to you.

2.1.8 Certifications. As a condition to accessing or using the Services or the Site, you covenant to the Company the following:

- a. in connection with using the Services, you only will transfer legally-obtained Digital Assets that belong to you;
- b. you will comply with all Applicable Laws in connection with using the Services, and you will not use the Site or the Services if the laws of your country, or any other Applicable Law, prohibit you from doing so;

- c. **any Digital Assets you use in connection with the Services are either owned by you or you are validly authorized to carry out actions using such Digital Assets;**
- d. in addition to complying with all restrictions, prohibitions, and other provisions of these Terms, you will ensure that, at all times, all information that you provide on the Site and during your use of the Services is current, complete, and accurate; (b) maintain the security and confidentiality of your private keys associated with your public Wallet address, passwords, API keys, private keys associated with your Services account and other related credentials.

3. FEES AND PRICE ESTIMATES

In connection with your use of the Services, you are required to pay all fees necessary for interacting with the Ethereum, Polygon or other blockchains, including transaction costs (e.g., gas fees), as well as all other fees reflected on the Site at the time of your use of the Services. Although we attempt to provide accurate fee information, this information reflects our estimates of fees, which may vary from the actual fees paid to use the Services and interact with a blockchain.

4. NO PROFESSIONAL ADVICE OR FIDUCIARY DUTIES

All information provided in connection with your access and use of the Site and the Services is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained on the Site or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord content, news feeds, tutorials, social media content, and videos. Before you make any financial, legal, or other decisions involving the Services, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

5. PROHIBITED ACTIVITY

If you are entering into these Terms as an individual, then you are of legal age in the jurisdiction in which you reside and you have the legal capacity to enter into these Terms and be bound by them and if you are entering into these Terms as an entity, then you must have the legal authority to accept these Terms on that entity's behalf, in which case "you" (except as used in this paragraph) will mean that entity:

- A. violate any Applicable Laws including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and sanctions programs;
- B. **engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under Applicable Law, including but not limited to, sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of the Company's intellectual property, name, or logo, including use of trade or service marks, without express consent from the Company or in a manner that otherwise harm the Company; any action that implies an untrue endorsement by or affiliation with the Company;**

- C. use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Site or the Services in any manner;
- D. engage in activity that violates any Applicable Law, rule, or regulation concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading.
- E. circumvent any content-filtering techniques, security measures or access controls that the Company employs on the Site, including, without limitation, through the use of a VPN;
- F. use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Services or to extract data, or introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site or the Services;
- G. provide false, inaccurate, or misleading information while using the Site or the Services or engage in activity that operates to defraud the Company, other users of the Services, or any other person;
- H. use or access the Site or Services to transmit or exchange Digital Assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including, without limitation, terrorism or tax evasion;
- I. use the Site in any way that is, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable or likely or intended to incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others;
- J. use the Site or the Services from a jurisdiction that we have, in our sole discretion, determined is a jurisdiction where the use of the Site or the Services is prohibited;
- K. harass, abuse, or harm of another person or entity, including the Company's employees and service providers; impersonate another user of the Services or otherwise misrepresent yourself; or
- L. engage in activity that violates any Applicable Law.
- M. encourage, induce or assist any third party, or yourself attempt, to engage in any of the activities prohibited under this Section 5 or any other provision of these Terms.

6. CONTENT

You hereby grant to us a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium, or manner, any content that is available to other users as a result of your use of the Site or the Services (collectively, "Your Content"), including, without limitation, for promoting the Company, its affiliates, the Services or the Site. You represent and warrant that (a) you own Your Content or have the right to grant the rights and licenses in these Terms; and (b) Your Content and our use of Your Content, as licensed herein, does not and will not violate, misappropriate or infringe on any third party's rights.

7. PROPRIETARY RIGHTS

- A. Any of product or service names, logos, and other marks used on the Site or as a part of the Services, including name and logo are trademarks owned by the Company, its affiliates, or its applicable licensors. You may not copy, imitate, or use them without the

prior written consent of the Company or the applicable licensors, and these Terms do not grant you any rights in those trademarks. You may not remove, obscure, or alter any legal notices displayed in or along with the Services.

- B. The Services are non-custodial. When you deposit Digital Assets into any discreet log contract (each, a “DLC”), you retain control over those Digital Assets at all times. The private key associated with the Ethereum address from which you transfer Digital Assets and/or the private key associated with the Service account (Atomic key) is the only private key that can control the Digital Assets you transfer into the DLC. In some cases, you may withdraw Digital Assets from any DLC only to the Ethereum wallet from which you deposited the Digital Assets.**

8. LINKS

The Services provide, or third parties may provide, links to other World Wide Web or accessible sites, applications, or resources. You acknowledge and agree that the Company is not responsible for the availability of such external sites, applications or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such site or resource.

9. MODIFICATION, SUSPENSION, AND TERMINATION

We may, at our sole discretion, from time to time and with or without prior notice to you, modify, suspend or disable (temporarily or permanently) the Services, in whole or in part, for any reason whatsoever, including, without limitation, to only allow open Contracts to be closed. Upon termination of your access, your right to use the Services will immediately cease. We will not be liable for any losses suffered by you resulting from any modification to any Services or from any modification, suspension, or termination, for any reason, of your access to all or any portion of the Site or the Services. The following sections of these Terms will survive any termination of your access to the Site or the Services, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Sections 7 through 15.

10. ASSUMPTION OF RISKS

- A.** By utilizing the Services or interacting with the Site in any way, you represent and warrant that you understand the inherent risks associated with cryptographic systems and blockchain-based networks; Digital Assets, including the usage and intricacies of native Digital Assets, like Ethereum (ETH); Ethereum blockchain-based tokens, and systems that interact with blockchain-based networks. Neither the Company nor Blockratize owns or controls any of the Supported Contracts, the underlying software through which blockchain networks are formed or smart contracts deployed. In general, the software underlying blockchain networks, including the Ethereum blockchain, is open source, such that anyone can use, copy, modify, and distribute it. By using the Services, you acknowledge and agree (a) that the Company is not responsible for the operation of the software and networks underlying the Services, (b) that there exists no guarantee of the functionality, security, or availability of that software and networks, and (c) that the underlying networks are subject to sudden changes in operating rules, such as those

commonly referred to as “forks,” which may materially affect the Services. Blockchain networks use public/private key cryptography. You alone are responsible for securing your private key(s). We do not have access to your private key(s). Losing control of your private key(s) will permanently and irreversibly deny you access to Digital Assets on the Ethereum blockchain or other blockchain-based network. Neither the Company nor any other person or entity will be able to retrieve or protect your Digital Assets. If your private key(s) are lost, then you will not be able to transfer your Digital Assets to any other blockchain address or wallet. If this occurs, then you will not be able to realize any value or utility from the Digital Assets that you may hold.

- B.** The Services and your Digital Assets could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of the Company to continue to make available its proprietary software and, thus, could impede or limit your ability to access or use the Services.
- C.** You acknowledge and understand that cryptography is a progressing field with advances in code cracking or other technical advancements, such as the development of quantum computers, which may present risks to Digital Assets and the Services, and could result in the theft or loss of your Digital Assets. To the extent possible, we intend to update the software related to the Services to incorporate additional security measures necessary to address risks presented from technological advancements, but that intention does not guarantee or otherwise ensure full security of the Services.
- D.** You understand that the Ethereum blockchain remains under development, which creates technological and security risks when using the Services in addition to uncertainty relating to Digital Assets and transactions therein. You acknowledge that the cost of transacting on the Ethereum blockchain is variable and may increase at any time causing impact to any activities taking place on the Ethereum blockchain, which may result in price fluctuations or increased costs when using the Services.
- E.** You acknowledge that the Services are subject to flaws and that you are solely responsible for evaluating any code provided by the Services or Site. This warning and others the Company provides in these Terms in no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Services or accessing the Site.
- F.** Although we intend to provide accurate and timely information on the Site and during your use of the Services, the Site and other information available when using the Services may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. To continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including, without limitation, information regarding our policies. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Site or as part of the Services are your sole responsibility. No representation is made as to the accuracy, completeness, or appropriateness for any particular purpose of any pricing information distributed via the Site or otherwise when using the Services. Prices and pricing information may be higher or lower than prices available on platforms providing similar services.
- G.** Any use or interaction with the Services requires a comprehensive understanding of applied cryptography and computer science to appreciate the inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills. Any reference to a type of Digital Asset on the Site or otherwise during the use of the Services does not indicate our approval or disapproval of the technology on which the Digital Asset relies, and should not be used as a substitute for your understanding of the risks specific to each type of Digital Asset.

- H. Use of the Services, in particular for Digital Assets transactions and entering into Contracts, may carry financial risk. Digital Assets and Contracts are highly experimental, risky, and volatile. Transactions entered into in connection with the Services are irreversible, final and there are no refunds. You acknowledge and agree that you will access and use the Site and the Services at your own risk. The risk of loss in transacting in Digital Assets using Contracts can be substantial. You should, therefore, carefully consider whether such transactions are suitable for you in light of your circumstances and financial resources. By using the Services, you represent and warrant that you have been, are, and will be solely responsible for making your independent appraisal and investigations into the risks of a given DLC transaction. You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your evaluation of the merits and risks of any transaction conducted in connection with the Services. You accept all consequences of using the Services, including the risk that you may lose access to your Digital Assets indefinitely. All transaction decisions are made solely by you. Notwithstanding anything in these Terms, we accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with, your use of the Services.
- I. You acknowledge and fully understand that Contracts, including Supported Contracts, are inherently risky by their nature and participation in Contracts, including Supported Contracts, could result in the loss of the full amount invested. Further, such risks and adverse outcomes may be exacerbated when leverage and/or derivative products are used and we may, at any time and in our sole discretion, elect to suspend or terminate our support of any or all Supported Contracts.
- J. We must comply with Applicable Law, which may require us to, upon request by government agencies, take certain actions or provide information, which may not be in your best interests.
- K. You understand that the Service remains under development, which creates technological, transaction related, and other risks when using the Services. These risks include, among others, delays in trades, withdrawals, and deposits resulting from the servers of the operator of the Services being offline; an incorrect display of information on the Site in the case of server errors; or transactions using the Services being rolled back in the case of server errors. You acknowledge that these risks may have a material impact on your transactions using the Services, which may result in, among other things, failing to fulfill transactions at your desired price or at all.
- L. THE COMPANY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CRYPTOCURRENCY WALLETS OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO SERVICES; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST ANY BLOCKCHAIN NETWORK UNDERLYING THE SERVICES.
- M. **You hereby assume, and agree that the Company will have no responsibility or liability for, the risks set forth in this Section 10. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against**

the Company, its affiliates, and their respective shareholders, members, directors, officers, employees, agents, and representatives, suppliers, and contractors related to any of the risks set forth in this Section 10.

11. INDEMNIFICATION

You will defend, indemnify, and hold harmless the Company, Blockratize, any of their affiliates, and its and its affiliates' respective stockholders, members, directors, officers, managers, employees, attorneys, agents, representatives, suppliers, and contractors (collectively, "Indemnified Parties") from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of or relating to (a) your use of, or conduct in connection with, the Site or the Services (including, without limitation, the Service); (b) Digital Assets associated with your Digital Asset wallet address; (c) any feedback you provide to the Company, if any, concerning the Site or the Services; (d) your violation of these Terms; or (e) your infringement or misappropriation of the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, the Company (or, at its discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether the Company wishes to settle, and if so, on what terms, and you agree to cooperate with the Company in the defense.

12. DISCLOSURES; DISCLAIMERS

Blockratize is a developer of software, and the Company is a licensee of such software. Neither the Company nor Blockratize operates a Digital Asset or derivatives exchange platform or offer trade execution or clearing services and, therefore, has no oversight, involvement, or control concerning your transactions using the Services. All transactions between users of the Services are executed peer-to-peer directly between the users' Ethereum addresses through a smart contract. You are responsible for complying with all Applicable Laws that govern your Contracts.

You understand that neither Blockratize nor the Company is registered or licensed by any financial regulatory authority. No financial regulatory authority has reviewed or approved the use of the Company-operated open- source software. The Site and the Company-operated software do not constitute advice or a recommendation concerning any commodity, security, or other Digital Asset or instrument. Neither the Company nor Blockratize is not acting as an investment adviser or commodity trading adviser to any person or entity.

Neither the Company nor Blockratize owns or controls the Supported Contracts or the underlying software protocols that are used in connection with the Ethereum or Polygon Blockchain used to enter into Contracts using the Services. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. Neither the Company nor Blockratize is responsible for the operation of the underlying protocols, and neither the Company nor Blockratize makes no guarantee of their functionality, security, or availability.

To the maximum extent permitted under Applicable Law, the Site and the Services (and any of their content or functionality) provided by or on behalf of us are provided on an "AS IS" and "AS AVAILABLE" basis, and we expressly disclaim, and you hereby waive, any representations, conditions or warranties of any kind, whether express or implied, legal, statutory or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of trade, including, without limitation, the implied or legal warranties and conditions of merchantability, merchantable quality,

quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third party rights. Without limiting the foregoing, we do not represent or warrant that the Site or the Services (including any data relating thereto) will be uninterrupted, available at any particular time, or error-free. Further, we do not warrant that errors in the Site or the Services are correctable or will be correctable.

You acknowledge that your data on the Site may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, and agree that, to the maximum extent permitted under Applicable Law, we will not be liable for any loss or damage caused by denial-of-service attacks, software failures, viruses or other technologically harmful materials (including those which may infect your computer equipment), protocol changes by third-party providers, Internet outages, force majeure events or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control.

The disclaimer of implied warranties contained herein may not apply if and to the extent such warranties cannot be excluded or limited under the Applicable Law of the jurisdiction in which you reside.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY OR ITS SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE

In no event shall the Company's aggregate liability (together with its affiliates, including its and its affiliates' respective stockholders, members, directors, managers, officers, employees, attorneys, agents, representatives, suppliers, or contractors) arising out of or in connection with the Site and the Services (and any of their content and functionality), any performance or nonperformance of the Services, your Digital Assets, Contracts or any product, service or other item provided by or on behalf of the Company, whether under contract, tort, negligence, civil liability, statute, strict liability or other theory of liability exceed the lesser of US \$50 or the amount of fees paid by you to the Company under these Terms, if any, in the twelve (12) month period immediately preceding the event giving rise to the claim for liability, except to the extent of a final judicial determination that such damages were the result of the Company's gross negligence, fraud, willful misconduct or intentional violation of the law.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

14. DISPUTE RESOLUTION & ARBITRATION

1. **Mandatory Arbitration of Disputes.** We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and The Company agree that the Panama Arbitration Law governs the interpretation and enforcement of these Terms, and that you and The Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.
2. **Exceptions.** As limited exceptions to Section 14.1 above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.
3. **Conducting Arbitration and Arbitration Rules.** The arbitration will be conducted by JAMS under its JAMS Comprehensive Arbitration Rules and Procedures (the "JAMS Rules") then in effect, except as modified by these Terms. The JAMS Rules are available at <https://www.jamsadr.com/>. A party who wishes to start arbitration must submit a written Demand for Arbitration to JAMS and give notice to the other party as specified in the JAMS Rules. JAMS provides a form Demand for Arbitration at <https://www.jamsadr.com/>.

The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

4. **Arbitration Costs.** Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under Applicable Law.
5. **Injunctive and Declaratory Relief.** Except as provided in Section 14.2 above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.
6. **Class Action Waiver.** **YOU AND THE COMPANY** AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any

form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

7. Severability. With the exception of any of the provisions in Section 15.6 of these Terms ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

15. GENERAL INFORMATION

1. **Privacy Policy.** Please refer to our privacy policy, which is incorporated herein by reference and available here at <https://swaggybet.com/privacy>, for information about how we collect, use, share and otherwise process information about you.
2. **Consent to Electronic Delivery.** You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our "Communications") that we provide in connection with these Terms or any Services. You agree that we may provide our Communications to you by posting them on the Site or by emailing them to you at the email address you provide in connection with using the Services, if any. You should maintain copies of our Communications by printing a paper copy or saving an electronic copy. You may also contact us with questions, complaints, or claims concerning the Services at legal@polymarket.com.
3. **Remedies.** Any right or remedy of the Company set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under Applicable Law, at law, or in equity. The failure or delay of the Company in exercising or enforcing any right, power, or privilege under these Terms shall not operate as a waiver thereof.
4. **Severability.** The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.
5. **Force Majeure.** We will have no responsibility or liability for any failure or delay in performance of the Site or any of the Services, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation any flood, extraordinary weather conditions, earthquake, epidemics and pandemics, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.
6. **Assignment.** You may not assign or transfer any right to use the Site or the Services, or any of your rights or obligations under these Terms, without our express prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.
7. **Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the Panama Arbitration Law and the laws of Panama, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 14 "Dispute Resolution and Arbitration," the exclusive jurisdiction for all Disputes that you and the Company are not required to arbitrate will be the courts located in Panama, and you and the Company each waive any objection to jurisdiction and venue in such courts.

- 8. Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections.
- 9. Entire Agreement.** These Terms contain the entire agreement between you and the Company and supersede all prior and contemporaneous understandings between the parties regarding the Site and the Services.
- 10. Interpretation.** In the event of any conflict between these Terms and any other agreement you may have with us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.
- 11. No Third-Party Beneficiaries.** You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to the Terms other than the Indemnified Parties.
- 12. Reservation of Rights.** You acknowledge that the Services are protected by copyright, trademark, and other laws. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.