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Terms and Conditions applicable to the Reporting Campaign

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SWAG OÜ, a company incorporated under Estonian law with registered office at Tartu Mnt 14 IV floor, 10117 Tallinn (Estonia), registration number 14762080, and with permanent establishment in Italy, in Rome at Via San Gaggio n. 5 (00138) C.F. 16728241007 ("**Swag**" or the "**Company**"), may occasionally offer its customers the opportunity to refer friends and third parties through a referral program or c.d. of "*referral*" (the "**Referral Program**" or "**Referral Program**" or "**Program**"), as time to time set forth on the Company's website (the "**Site**" or the "**Website**") and pursuant to these terms and conditions ("**Terms and Conditions**").

By participating in the Referral Program, you agree to these Terms and Conditions. The Company reserves the right to update and/or modify the Referral Program and the Terms and Conditions at any time without notice. Any changes to the Terms and Conditions will be posted on the Website and continued participation in the Referral Program will constitute your consent and acceptance to these Terms and Conditions.

1. Modalities of participation and benefits

1.1. In order to participate in the Referral Program and obtain the benefits set forth in this Article, the following conditions must be met:

- (a) a current Swag customer (the "**Referrer**") shall communicate through the Website their intention to join the Referral Program as time to time indicated through the Website;
- (b) the Referrer shall transmit the link (the "**Referral Link**") assigned to him/her by the Company to a third party who is not a customer of the Company (the "**Friend**");
- (c) through the use of the Referral Link, the Fellow shall properly complete the proper customer identification procedure in order to create an account on the Web Site;
- (d) in order to obtain the benefit set forth in Article 1.2 below (the "**Benefit**"), the Fellow shall properly complete the so-called *tasks* set forth from time to time by the Company on the Website (the "**Referral Conditions**").

1.2. Following the fulfillment of the Referral Conditions, Swag will transmit, due time indicated on the Website:

- (a) to the Referrer a variable amount of Company tokens (the "**Referrer Benefit**");
- (b) Friend a variable amount of Tokens.

1.3. The Referrer Benefit shall be awarded by the Company to the Referrer provided that the Fellow meets the conditions set forth in these Terms and Conditions in the absence of the use of the so-called "Promoter Code" related to the Referrer.

2. Conditions for access to the Referral Program and limitations

2.1. In order to join the Referral Program a Referral must:

- (a) at the time of application to join the Referral Program, be a Swag customer who holds an account on the Site;
- (b) Have reached the age of majority;
- (c) Accept and abide by the Terms and Conditions.

2.2. The Referral Program does not apply:

- (a) to agents or any person who has a personal, business or collaborative relationship of any kind with the Company;
- (b) to the Referrer himself (the Referrer and the Fellow must be two separate individuals);
- (c) To individuals who are already customers of the Company.

2.3. It is prohibited for the Referrer to use the Referral Link for commercial or non-commercial purposes or otherwise for purposes other than as provided in these Terms and Conditions.

3. Obligations of the Referrer

3.1. By accepting these Terms and Conditions, the Referrer acknowledges and agrees:

- (a) that any and all communications transmitted to the Fellow as well as the contents thereof are and will be the responsibility of the Referrer;
- (b) To refrain from transmitting so-called *spam* communications to third parties;
- (c) To transmit communications to third parties in line with market practices;
- (d) that any distribution of the Referral Program that might constitute unsolicited commercial e-mail or *spam* under any applicable law or regulation is expressly prohibited;
- (e) Not to post or distribute the Referral Program on commercial websites such as coupon websites, Facebook groups with more than 10 members, Instagram or on blogs;

- (f) to refrain from using *bots* or automated programs to distribute information about the Referral Program;
- (g) to refrain from paying third parties to publicize the Referral Program or attempting to market, reproduce, sell or resell rewards derived from the Referral Program to third parties;
- (h) Of not:
 - (i) Violate the intellectual property rights of the Company and/or third parties;
 - (ii) Act with the intent to annoy, harass, or abuse third parties;
 - (iii) Participate in any inappropriate, uncooperative, fraudulent, potentially fraudulent, or unusual activity;
 - (iv) act in a manner that, in Swag's sole discretion, is deemed generally inconsistent with the intended purpose of the Referral Program;
 - (v) Act in violation of applicable laws and regulations;
 - (vi) To obtain personal data of other Referrals and/or Friends in any way.

3.2. In the event of any breach of the provisions of Article 3.1 above, in its sole discretion, the Company reserves the right to terminate these Terms and Conditions and cancel any outstanding rewards with immediate effect and without notice, and to take and sustain any legal action against the Referrer to the extent of applicable law.

4. Transfer

4.1. It is prohibited for the Referrer to transfer part or all of the rights and obligations under these Terms and Conditions.

5. Limitation of liability

5.1. Swag reserves the right to change the content and rules applicable to the Referral Program as needed and as time to time indicated on the Site.

5.2. The Referrer is advised to visit the Web Site in order to review the most recent version of these Terms and Conditions as well as the details applicable to the Referral Program.

5.3. Except in the case of willful misconduct or gross negligence, Swag is not and shall not be liable to the Referrer for any commercial, financial, or economic loss or for any consequential or indirect loss such as loss of reputation, loss of business, loss of profits, loss of anticipated savings, or loss of opportunity

resulting from any service offered by the Company to the Referrer in connection with the Referral Program.

6. Manleva

- 6.1. The Referrer agrees to indemnify, defend, and hold harmless the Company and its representatives and agents from and against any third-party claims, demands, liabilities, costs, or expenses, including attorneys' fees and expenses arising out of or relating to any violation by the Referrer of the provisions of the Terms and Conditions or any violation by the Referrer of applicable law.

7. Intellectual Property

- 7.1. The Web Site and Referral Program contain content including design, text, graphics, images, videos, information, logos, button icons, software, audio files, computer code, and other content (collectively, "**Content**"). All Content is the property of Swag or its licensors and is protected by copyright, trademark and other applicable laws. All Content compiled on Swag's online platform or in the Referral Program is the exclusive property of Swag and is protected by copyright, trademark, and other laws.
- 7.2. The registered or unregistered logos, product and service names contained on the Web Site and the Referral Program are or may be trademarks of Swag or its licensors (the "**Marks**"). Without Swag's prior written permission and except where enabled solely by a link provided by Swag, Referrer agrees not to display or use the Marks in any way.

8. Force majeure

- 8.1. Swag shall not be liable to the Referrer for failure to provide any benefit or any part thereof, due to any act of God, action, regulation, order, or request by any governmental or quasi-governmental entity (whether or not the action, regulation, order, or request proves invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout act of public enemy, earthquake, tornado, tsunami, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather conditions, hurricane, embargo, labor dispute or strike (legal or illegal), labor or material shortage, transportation disruption of any kind, work slowdown, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond the control of the exempt parties.

9. Suspension and cancellation from the Referral Program

- 9.1. Swag reserves the right to cancel or suspend the Referral Program if it believes, in its sole discretion, that the management of the Referral Program is not functioning as intended, that Swag's interests have been harmed, or that the purposes of the Referral Program have been compromised in any way.
- 9.2. In such circumstances or in any case at the sole discretion of the Company in the event of a Referrer's violation of these Terms and Conditions, Swag reserves the right to suspend and/or delete the user's Referral account.

10. Exclusion of guarantees

- 10.1. Referrer agrees and acknowledges that: (a) participation in the Program is at your sole risk; the Program is provided on an "as is" and "as available" basis, and Swag expressly disclaims all warranties, conditions and terms of any kind, whether express or implied by statute, common law or usage, including, but not limited to, warranties relating to the products or services offered through use of the Program, implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement; (b) Swag does not warrant that (i) the Program will meet Referrer's needs or will be uninterrupted, timely, secure, or error-free, (ii) the results obtained from use of the Program will be accurate or reliable, (iii) the quality of any products, services, information, or other materials obtained through the Program will meet Referrer's expectations, and (iv) any errors in the service will be corrected; and (c) any material downloaded or otherwise obtained through the use of the Program is accessed at the Referrer's own discretion and risk, and the Referrer will be solely responsible for any damage to its computer system or mobile device or loss of data that results from the download or use of such material.

11. Applicable law and jurisdiction

- 11.1. Except as otherwise provided by law, disputes, claims, and lawsuits arising out of or relating to this Program or any reward and/or benefit associated with it shall be resolved in accordance with Estonian law, and participants agree to submit any dispute to the exclusive jurisdiction of the Tallinn Court.

12. Final Provisions

- 12.1. These Terms and Conditions constitute the entire agreement between the Referrer and Swag regarding the Referrer's use of the Program.
- 12.2. Swag's failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision.



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- 12.3. If any provision of the Terms and Conditions is held invalid, Swag and the Referrer agree that the court of competent jurisdiction shall attempt to give effect to the intentions reflected in the provision and that the other provisions of the Terms and Conditions shall remain in full force and effect.
- 12.4. The section titles in the Terms and Conditions are used for convenience and have no legal or contractual effect.

Last update date September 15, 2024

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