



SikaSwap Terms and Conditions

Effective Date: 15/07/2024

These Terms and Conditions ("Terms") govern your use of SikaSwap's services ("Services"). By accessing or using our Services, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please do not use our Services.

1. Prohibited Activities

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorised framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including

without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorised script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorised use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavour or commercial enterprise.

2. No Guarantee of Profits

SikaSwap provides no guarantees of profit nor of avoiding losses when trading. Users have received no guarantee from SikaSwap or from any SikaSwap entities. Users are aware of the risks inherent in trading and are financially able to bear such risks and withstand any losses incurred.

3. Digital Asset Wallet Risks

Users are responsible for using the correct blockchain address of their digital asset wallet address or addresses associated with their account (the "Digital Asset Wallet") for any deposit or transfer and ensuring that the address used is compatible with the digital asset being deposited or transferred. Any inaccuracy in a Digital Asset Wallet or in the digital asset attempted to be transferred may result in the total loss of the digital asset concerned.

SikaSwap does not provide custodial services. Digital assets maintained in your SikaSwap account are either maintained in your external exchange account and/or your exchange sub-account under the exchange master account from a digital asset exchange. You acknowledge, understand, and agree that SikaSwap shall not be held liable for losses arising

from any security issues of the digital asset exchanges or from any actions taken by the digital asset exchanges.

Furthermore, digital assets transferred to or held in the Digital Asset Wallet are not insured by any government agency or public authority and are not covered by any deposit protection schemes. They may be commingled with other users' digital assets. SikaSwap does not have any trust, fiduciary, or other custodial relationship with you. Your wallet account balances (including both deposits, trading profits, or any other digital assets kept in your Digital Asset Wallet) are not insured and therefore are at risk of total loss from, among other things, security breaches (whether in respect of your accounts specifically or the services), electronic, technological, or systems failures, and SikaSwap insolvency or bankruptcy, or equivalent formal proceedings.

4. Operational Risks

Operational risks with SikaSwap on your computer are inherent in every transaction. For example, disruptions in SikaSwap's operational processes such as communications, computers, computer or mobile networks, or external events may lead to delays in the execution and settlement of a transaction. SikaSwap does not accept or bear any liability whatsoever in relation to the operational processes of SikaSwap, except to the extent that it is caused by fraud, negligence, or dishonesty by SikaSwap.

In connection with the use of computer equipment and data, the user bears certain risks, among other risks, in which cases SikaSwap has no liability for any resulting loss, including but not limited to:

- Power cuts of the equipment on the side of the user or the provider;
- Incorrect or inconsistent settings with requirements of the user terminal; or
- Untimely update of the user terminal.

The user may suffer financial losses caused by the materialisation of these risks. SikaSwap has no responsibility or liability in the case of such a risk materialising, and the user shall be responsible for all related losses they may suffer.

5. No Investment, Financial, Legal, Regulatory, or Tax Advice

SikaSwap does not provide investment, financial, legal, regulatory, or tax advice. Users should consult with their own advisors before engaging in any transactions.

6. Appropriateness

Users must ensure that the services provided by SikaSwap are appropriate for their own needs and risk tolerance.

7. The Services

SikaSwap provides a platform for converting crypto to prepaid debit cards. The specific terms of use for these services are outlined herein.

8. General Trading Risks

Users should be aware of the risks associated with trading digital assets, including market volatility, liquidity risks, and the potential for total loss of investment. Trading digital assets can be highly speculative and involves a significant risk of loss. Users should only trade with funds they can afford to lose.

9. Regulatory Risks

Users should be aware of regulatory risks that may affect their ability to use SikaSwap's services, particularly in different jurisdictions including the United States, Europe, Asia, and Australia. Regulatory changes or actions may affect the availability, use, and value of digital assets.

10. Cybersecurity Risks

SikaSwap implements security measures to protect user data, but there are inherent cybersecurity risks that users should be aware of. This includes the risk of unauthorised access, hacking, and other cyber threats that could compromise user data and digital assets.

11. Accuracy of Information

Users are responsible for providing accurate information. SikaSwap is not liable for any issues arising from inaccurate or incomplete information provided by users. Users must promptly update their information to maintain its accuracy and completeness.

12. Force Majeure Events

SikaSwap is not liable for any delays or failures in performance resulting from events beyond its control, such as natural disasters, war, terrorism, civil unrest, pandemics, or other unforeseen circumstances. These events may prevent or delay SikaSwap from fulfilling its obligations under these terms.

13. Legal Standing

SikaSwap operates in compliance with applicable laws and regulations in the United States, Europe, Asia, and Australia. Users are responsible for ensuring that their use of the Services complies with all relevant laws and regulations in their jurisdiction. SikaSwap may be required to report certain transactions to regulatory authorities and may impose additional restrictions on users based on legal and regulatory requirements.

14. Password Security

Users are responsible for maintaining the confidentiality of their passwords and account information. You must not share your password with others or allow others to access your account. You agree to notify SikaSwap immediately of any unauthorised use of your account or password, or any other breach of security. SikaSwap cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements.

15. Risks and Liability

There are risks associated with using our services, and these Terms cover some of these risks. The Terms also cover your responsibility for taking on risk, limit our liability to you, and limit the remedies you may have against us and how you may seek those remedies.

16. Card Functionality and User Responsibility

Users are responsible for the proper use and maintenance of their prepaid debit cards issued by SikaSwap. If a card stops working, users should immediately contact SikaSwap support for assistance. SikaSwap does not guarantee the continuous functionality of the cards and shall not be liable for any losses incurred due to card malfunctions, except in cases of fraud, negligence, or dishonesty by SikaSwap. Users agree not to hold SikaSwap liable for any indirect, consequential, or incidental damages resulting from card issues.

17. Dispute Resolution

Any disputes arising out of or in connection with these Terms or the use of the Services shall be resolved through binding arbitration or mediation before pursuing legal action. Users agree to attempt to resolve any disputes informally by contacting SikaSwap support before initiating arbitration or mediation.

18. Data Protection and Privacy

SikaSwap is committed to protecting user data and privacy. We implement industry-standard security measures to safeguard your personal information. However, users should be aware of the inherent risks associated with online data transmission and storage. SikaSwap is not liable for any data breaches unless they are due to our fraud, negligence, or dishonesty. Users must ensure they follow best practices for data security, including safeguarding their login credentials and promptly reporting any suspected breaches.

19. User Education and Interface Warnings

SikaSwap provides educational resources to help users understand how to securely use our Services. Users are encouraged to review these resources regularly. Additionally, our user interface includes warnings and disclaimers about the importance of verifying blockchain addresses and the potential consequences of errors. By using our Services, users acknowledge these warnings and accept responsibility for any mistakes made during transactions.

20. Limited Insurance and Compensation

SikaSwap does not offer insurance or compensation for losses incurred while using our Services, except in cases explicitly stated in these Terms. Users acknowledge that digital asset transactions carry inherent risks and that SikaSwap's liability is limited as outlined in these Terms.

Contact

If you have any questions or complaints about these Terms, you can contact us via email at team@sikaswap.com.