



Terms of use



SWAPER



support@swaper.one
www.swaper.one



Terms of use

Swaper Customer Agreement

This Swaper Customer Agreement governs relations between Swaper Administration («Swaper») and Web user («User»), arising in the process of using www.swaper.one («Swaper») Web service to the terms and conditions specified in The Customer Agreement.

The adoption of the present Swaper offer to the User's address about contract conclusion deals with the taking action by the User aimed to use Swaper, including search, view or goods' draw, web site registration, sending messages with the help of Feedback form or other actions for Swaper usage options.

The Customer Agreement can be changed any time by the “Swaper” without special notification of the User about it. The new edition of the Customer Agreement comes into force from the moment of posting in the Swaper. Regular familiarization with the current edition of the Customer Agreement is the responsibility of the User.

The usage of Swaper after the new edition of the Customer Agreement comes into force stands for the User's consent with it and apply to the User of the full provisions of the new edition.

The present edition of The Customer Agreement is available from the following link <https://swaper.one/info/user-agreement>.

1. Terms and definitions

All the terms mentioned below in the present Customer Agreement have the following meaning:

Swaper (and/or Web Site) – is the online source, which is a set contained in the information system of information and intellectual property (including a computer program, database, graphic design interface (design), etc.), which may be accessed from various user devices connected to the Internet through special software to view web pages (web browser) at the address www.swaper.one (including domains of the next levels that may apply to these locations) or Mobile applications.

User – is the visitor of the web sources, including Swaper.

Customer Agreement – is the present agreement which contains Terms and Conditions and documents, regulating the work of Swaper and determining the order of Services usage published on the Web Site.

Services – are the functional capabilities, services, offers and tools available to Users on Swaper.

Mobile application - is software for portable (mobile) devices, installed or downloaded by the User on the device using various software platforms, designed to access Swaper.

Goods — any product, not contained **in the list of prohibited goods** in respect of which the User places on Swaper ad with the opportunity drawing (Draw).

The Ad (or Draw) — an informational message about the Product (including photographs and any other relevant information) in place to Swaper, addressed to an indefinite circle of persons with the purpose of realization of Goods for special conditions, including the usage of a random mechanism to

determine the Winner from among the Participants previously expressed a desire to use this mechanism on the basis of individual Contribution.

Participant – User who took part in a Good's draw with the use of the mechanism for the random determination of the Winner, on the basis of previously made an initial contribution.

Winner – a participant chosen by the mechanism for the random determination of the Winner as the one Good's recipient.

Contribution – electronic document entitling for participation in Goods Draw.

Dispute – unusual situation arising between the User for various independent reasons and requiring Swaper's intervention to resolve it.

Seller — the User who places the ad in Swaper with the proposal to close the deal in respect of the Goods.

Buyer — the User who views the posted ads by the Seller, interactive with the Seller in Respect to the Goods and/or closes the deal with the Seller.

Credentials — the login and password created by the User during the Registration process on the Website or changed later by the User through a Personal account or other specified Swaper method used to access the Personal account after the User's authorization on the Site.

Personal Profile – personal section of the User connected with the credentials of the User on the Web Site.

Registration — the totality of the actions of the User in accordance with listed instructions performed by the User using a special form of user Swaper interface in order to create a Personal account and gain access to the functionality of Swaper.

Information - any materials and information provided by the User during Swaper usage.

2. General Terms

2.1 Swaper offers the user to take advantage of available Services on Swaper, including posting, searching and viewing of the Draws and other offer on the Website under the terms of this Customer Agreement. In respect of the use of certain Services Swaper may establish additional conditions, rules and restrictions. Swaper may at any time revise or change the terms of service to add, modify, restrict, extend the functionality of the Web Site and/or Services, including the terms of the User's access to the Services or individual functionalities of the Site.

2.2 Services are provided free to the User, unless otherwise stated.

2.3 The Swaper is a platform that allows Sellers independently place the proposals addressed to an indefinite circle of persons for the transaction in respect of Goods which the Seller is entitled to dispose of and Buyers to accept, at its discretion and under its own responsibility for proposal posted on the Website by the Sellers, by entering into the relevant transaction with the Seller. The Swaper is not a Buyer, Seller or a Winner, Participant and/or any other Interested Party in relation to the proposed/negotiated deal between the Users.

2.4 Regardless of the fact of Registration or authorization of the User on the Website, use of the Site, including viewing the posted information on the Site, constitutes the User's agreement to

these terms of service and the commitment to follow the instructions on use of Services, and the responsibility for actions connected with use of the Site.

- 2.5 By accessing to Swaper and thus concluding the present Customer agreement, the User warrants that he has all rights and powers necessary for the conclusion and execution of The Customer agreement, including an adult and fully capable person or a minor who is declared by the decision of the authorized body with full legal capacity (emancipation) or a minor under the age of fourteen and received written authorization required by law in the form from their parents or other legal representatives to conclude The Customer agreement. The Swaper is entitled at any time to require the User to provide information and documents, confirming the rights and powers, as stated above.
- 2.6 Services provided by the Swaper at any time, may be changed, supplemented, updated, change the form and nature of the functionality without prior notice to the User. The Swaper, if needed, may stop (permanently or temporarily) providing the Services (or any features) to all Users in General or an individual User, in particular without prior notice.

3. Web Site Registration

- 3.1 The User has a right to post Draws, and also use other Services after the registration in the Swaper system.
- 3.2 While registering the personal data are mentioned which the User selects by himself. After entering the data for Registration, the User receives an SMS with a code to the mobile phone number provided during Registration to confirm his Registration on the Site, he must enter the received code in a special form. Account registration is performed on each User's mobile phone once. The second registration of an account on the Website using the previously specified when Registering mobile phone number is not allowed. The user can change the Credentials in the account on the Website or, if necessary, in another manner specified by the Swaper.
- 3.3 The User is obliged to monitor the safety of his Credentials and should not disclose them to third parties. The User may not transfer his Credentials to third parties, and directly or indirectly permit any third party to use his Credentials to log in Swaper, with the exception of persons acting on behalf of and in the interests of the User or received such Credentials on the basis of appropriate agreements with the User.
- 3.4 Any action performed from the Personal Profile of the User ,and with the usage of his Credentials is defined as an action, made by the User himself or authorized by him person and set the obligations and responsibility for the User regarding the actions, including responsibility for breaking the terms of the present Customer Agreement, legal requirements regarding the Goods information about which is posted by the User on Swaper.
- 3.5 The User must immediately change the Credentials if he has the grounds to suspect that the data were disclosed and can be used by non-authorized third parties or by the requirement of the Administration.
- 3.6 The Swaper is entitled to use technical solutions to verify the accuracy of the information provided by the User when using Swaper. The Swaper cannot guarantee that the User really the person he seems in the Swaper, and that the information provided by the User on Swaper is true. The Swaper recommends to handle with care and diligence when making trades and choosing a Seller.
- 3.7 The Swaper is entitled at any time to terminate and/or restrict User's access to the Services and to block or delete a User account on the Website without the possibility of recovery.

4. Information provided by the Users

- 4.1 In the use of Swaper User undertakes to provide only reliable Information and responsible for the information provided. The Swaper may request, and the User is obliged to provide for such a request the documents and information necessary to identify User as part of the Customer agreement and/or the parties using the relevant Service, as well as documents confirming the accuracy of the presented data and the lawfulness of the use/supply of Goods and/or the User specified in the Drawing Product.
- 4.2 In use of Swaper the User voluntarily and independently decides to place in open access personal and other information about the User (surname, name, patronymic or pseudonym of the User, email address, mobile phone number and any other information provided by the User) for the purposes of the Customer agreement, and hereby declares his consent to the processing of Swaper and its affiliates of personal and other User data transfer (including transboundary data transfer to the territory of foreign States providing adequate protection of the rights of subjects of personal data) for processing to other Users and/or third parties acting on behalf of the Swaper, including for the purposes of: providing Advisory support to Users in connection with its use of the Website, check Ads for compliance with the Customer agreement, deliver messages to other Users, obtaining statistical and analytical data to improve the functioning of Swaper, information and/or advertising messages Swaper or third parties prevent or halt unlawful and/or unauthorized actions by Users or third parties. The Swaper takes all necessary measures to protect personal data from unauthorized access by third parties.
- 4.3 Posting Ads on Swaper, the User makes the information mentioned in the Ads available and understands that the posted information is published by The Swaper on the open access, thus the User understands and take all the risks connected with such posting of the information.
- 4.4 The Swaper has a right to decline the User's posting and/or sharing any information by him and delete all the information posted by the User by its own discretion.
- 4.5 The Swaper do not give any consultations on the questions not related with the Swaper, which require the professional evaluation and/or not in the Swaper's competence.
- 4.6 The User's appeals to the Swaper on issues related to the use of Swaper, are viewed in the order provided on the Website.
- 4.7 The Swaper has the right to reject User's application: which does not contain the information and documents required for consideration of application; containing false information and (or) documents that do not have signs of reliability; in the case of issues on which earlier The Swaper sent a response to the User (renewed application); contain insults, threats or appeals set out in sharp negative way; since a violation of terms and order of consideration of addresses, provided Swaper.

5. User's Responsibilities

- 5.1. The User undertakes to act solely in accordance with The Swaper Customer Agreement and take full responsibility for his own actions and inaction on Swaper and when using the Website.
- 5.2. Services which are available for the User on Swaper can be used only for the purposes for which such Services are on the Swaper. The user is forbidden to misuse the Services and also any information received on the Website.

The Swaper is entitled at any time at its discretion to carry out spot checks of Ads, Buyers messages sent to the Sellers via the Swaper Feedback form and/or conditions of use of the Services for compliance with the Customer agreement, including automatic mode using software. In the case of violations, as well as when receiving information with such violations from third parties or to identify a set of attributes that can testify according to the Swaper of

violations, the Swaper has the right to suspend or terminate a User's access to certain Services, including rejection or blocking Ads and/or access to the Personal account.

By the Swaper's sole discretion the blocking of Ads or/and Accounts can be temporal or permanent, depending on the amount and number violations of the present Customer Agreement performed by the User, or other terms of website usage set out by the Swaper. The Swaper has the right to recover the Ads which were earlier blocked or User's access to his Personal Profile on the website in case if the User eliminates such violations.

5.3. The user undertakes not to use automated or other programs to gain access to the Swaper without written permission of the Swaper. The usage, distribution, reproduction and/or extraction from the Swaper manually or by the automatic method (using the software) any content or information (including Ads, text of Product descriptions, photographs, etc.) are not allowed without the permission of the Swaper.

5.4. Use of the computer programs allowing to view or post Ads on the Swaper, avoiding the regular order of Ads' posting (e.g the use of autoloading Ads programs) without the written Swaper's permission is strictly prohibited and can lead to the interruption and/or suspension of the Ads posting, also blocking access to the Personal Profile and/or to the Swaper.

5.5. The User also agrees:

- do not take any actions which could cause disproportionately large load on the Swaper infrastructure;
- do not copy, play, change, spread and not to provide the public with any information, contained on the Swaper (with the exception of information provided by the Users themselves) without preliminary written permission of the Swaper or any other third party;
- do not prevent the Swaper's activity, and do not interfere with the operation of automatic systems or processes, purposely to block or limit access to the Swaper.

5.6. In order to suppress or prevent violations of the Customer agreement and/or damages of the Swaper, the Swaper has the right to limit access of Users or third parties to Swaper by blocking access to Swaper appropriate ip address or range of ip addresses.

5.7. By accessing to the Swaper, the User agrees to receive promotional information posted on the Swaper by third parties. The user understands and agrees that Swaper does not define the content and is not responsible for such information, including websites, links which may be contained in the relevant materials.

5.8. The User of the Swaper agrees not to use any information provided by another User, without the written permission of the person who posts such Information, or without confirmation by any other way the right to use such Information. All information obtained by the User about other Users in connection with the use of the Swaper, can only be used for the execution of transactions in respect of Goods. Thus, the User may not use the email address and/or phone number of another User for the purposes of direct mailing advertising or other unsolicited electronic communications, as well as other unlawful acts or acts committed without the knowledge and/or consent of the other party.

To facilitate interaction between Users, Services include limited access to certain contact information of other Users. The right to use Information provided by other Users is limited by this Customer agreement.

5.9. If the User has complaint against the other User regarding usage of the Services or/and Ads posted by the last, the User must notify the Swaper about the fact with the help of specialized Services and submit the claim within the framework of the Dispute.

5.10. The user shall observe discretion when choosing a contractor, under its own responsibility, makes a decision about the transaction based on the fact of placing Ads on the Swaper, independently making sure that the offer, sale and/or purchase any of the Goods in the Ads on the Swaper is valid and legal.

6. Information exchange when using the Site

By accessing to the Swaper the User expresses his agreement with the fact that the Swaper can send messages to the User including e-mails, voice or/and text messages (SMS) to the e-mail address, phone number mentioned by the User on the Swaper, messages from the Users regarding the Goods or/and Ads, including offers about transaction conclusion from other Users, offers and messages of other information or/and marketing content of the Swaper or Swaper's affiliate companies.

7. Warrants and Responsibility

- 7.1 The User bears full responsibility for the actions performed on the Web Site, including the responsibility for the posted information and third party's rights violation regardless Goods and/or information posted on the Web Site.
- 7.2 The user is responsible for offered in respect of Goods and concluded with them transactions for the selection of counterparties for the transaction and transaction consequences. All transactions in respect of Goods are concluded between Users directly.
- 7.3 Swaper is a tool that allows Users to post Ads for Goods, sales and/or purchase of which is permitted by law and the Customer agreement. The Swaper is not responsible for the content provided by Users, including the Ad content, the User's use of trademarks, logos of third parties and Seller's conditions.
- 7.4 The Swaper is not responsible for loss of the User's information as well as information distortion or loss of message that is received by using the feedback forms on the Website.
- 7.5 Bearing in mind the principles of construction and operation of the Internet, the Services are provided "as it is", this means that the Swaper does not warrant the User that:
 - Services, their direct or indirect effect and the quality will meet the requirements and goals of the User;
 - The services will be uninterrupted, secure or error-free;
 - The results to be obtained by the usage of the Services will be accurate, reliable and meet the User's expectations.
- 7.6 The user agrees that the Swaper is not responsible for any damages caused to the User in connection with the adoption of preventive measures or prevention of disorders in the Swaper for restricting/blocking access of Users to the Site, and ip addresses according to claim 5.6. of this Customer agreement.
- 7.7 The Swaper is not responsible for any failure or difficulties in fulfilling its obligations due to force majeure, the consequences of which cannot be avoided or overcome.
- 7.8 The Swaper has nothing to do with any User-provided information, including the content of Advertisements provided and/or posted by Users on the Swaper, and is not obliged to verify the content, authenticity and security of such information or its components, as well as its compliance with the requirements of current legislation and whether Users have the necessary rights to its distribution and/or use.

8. Intellectual Property

- 8.1 The owner of the exclusive rights to the Swaper, including, but not limited to the domain name, a logo posted on the Website, Swaper trademark, database, all the technical development that allows for the use of the Site is the Swaper. The user or other person may not use Swaper and Services in ways not specified in this Customer agreement without the written permission of the Swaper, including retrieval of the Information in any form not

provided for in the Customer agreement. Exclusive rights to results of intellectual activity included in the Information provided by the Users belong to their corresponding copyright holders and Users.

- 8.2 In order to execute this Customer agreement, contests, promotions, and announcing and informing Users, and other similar activities, realization of the legitimate rights and interests of the Swaper and functioning of the Swaper, the Swaper provides User perpetual right to use Information (including photos, texts, Product descriptions, trademarks, logos, etc.) valid everywhere in any way at all known or unknown information carriers during the term of the exclusive right, and to transfer such rights to third parties. The user authorizes the use of the materials in the Information content without the name of the author, and guarantees that the provided Information does not violate any rights of third parties, including exclusive rights.

9. Contacts

Kyrenia Limited
SUITES 21&22 VICTORIA HOUSE 26 MAIN STREET PO BOX 394 GIBRALTAR GX11 1AA
GIBRALTAR GIBRALTAR
Bendura Bank (Liechtenstein) AG
Schaaner Strasse 27, 9487, Liechtenstein
Account holder: Kyrenia Limited
Client number: 360.300
IBAN EUR: LI89 0880 3103 6030 0000 0
Swift code: HYIBLI22

10. Term; Termination

- 10.1 The present Customer Agreement comes into force from the moment of usage the Swaper's Services by the User, regardless the fact of the User's Registration or posting an Ad on the Swaper and valid for an indefinite period.
- 10.2 The user has the right to terminate access to his Personal account without the possibility of recovery of such access. In this case, the User does not have a right to make a new registration, including with the use of Credentials specified by the User earlier Swaper mobile phone number. The Swaper reserves the right, at its sole discretion, to terminate access of the User who violates this Customer agreement and the terms of any of the Services, other rules governing the functioning of the Swaper, to the Services in whole or partially, including the right to terminate or temporarily suspend User's access to the Personal Profile. The user whose access to the Services has been terminated or Credentials of which have ceased to be valid, has no right to create a new account on the Website repeatedly (including using the earlier specified mobile phone number by the User) without special permission of the Swaper. The user is not allowed to use Credentials of another User in order to get an access to the Swaper website.