

User Agreement

1. Introduction

Swappable AG, FL-0002.661.089-9, with the business address Dr. Grass-Strasse 12, 9490 Vaduz, Principality of Liechtenstein (hereafter referred to as “**Swappable**” or “**We**”), operates a user interface for visualizing and interacting with information that is already publicly available on the Ethereum Blockchain. This information is directed to buy or sell offers of NFTs, which have no standardization due to lack of fungibility.

For further information please click [here](#).

2. Scope of application and agreement to the terms and conditions

These terms and conditions (hereafter referred to as “**T&C**”), as may be amended from time to time, apply to all our Services as set out in Section 3 of this T&C.

By clicking a check box presented with these T&C, the user (hereafter referred to as the “**User**” or “**You**”) acknowledges and agrees to have read, understood and agreed to the T&C set out below. Furthermore, by using our Services you also agree to our Privacy Policy (Section 9).

For clarification it has to be noted that, if you do not accept these T&C and/or the Privacy Policy, you may not use our Services.

In case we modify the T&C and/or the Privacy Policy we will inform you about such an amendment in writing and provide you with the amended version of the T&C and/or the Privacy Policy.

You can then choose either (i) to accept the amended T&C and/or the Privacy Policy by clicking a check box presented with these or (ii) not to use our Services any longer.

3. The Site / our services

Swappable operate a user interface for visualizing and interacting with information that is already publicly available on the Ethereum Blockchain (hereafter referred to as the “**Site**”). This information is directed to buy or sell offers of digital and/or physical artworks (hereafter referred to as “**Artwork**”), which are represented as NFTs.

Both matching of buyer and seller interests of an Artwork as well as the actual transaction and exchange of services and goods between the parties regarding the NFTs take place outside the Site.

Therefore, Swappable provides only the following services (hereafter referred to as “**Services**”):

- (a) Presentation of graphical and numerical data from the public Ethereum blockchain, including the buying or selling interests in certain Artworks traded peer-to-peer by the users on the Ethereum blockchain; and
- (b) Provision of tools for the User to format transaction data in order to facilitate the user submitting his transactions from a Ethereum Account (e.g. MetaMask) under the User’s sole control directly to the Ethereum Blockchain.

Swappable is however not involved in:

- (a) matching buying and selling interests with respect to NFTs on the Ethereum blockchain (neither on its own behalf nor on behalf/on behalf of users or other parties).
- (b) placing or forwarding orders on the Ethereum blockchain (this is done through the "permission-less" smart contract by the Users themselves)
- (c) the clearing and settlement of trades on the Ethereum blockchain (decentralized marketplace) (as both make and take orders and settlement are done on a bilateral basis between buyer and seller through smart contracts/MetaMask)
- (d) the exchange of fiat against tokens or tokens against tokens

- (e) the exchange of other services or goods
- (f) fiat transactions.

For clarification it has to be noted that the actual agreement of the buyer and seller of the Artwork is concluded outside the scope of the Site (peer-to-peer on the Ethereum blockchain).

Swappable does not in particular, warrant that buying or selling interests are binding, complete or correct, forward binding offers to sell or acceptances to purchase, take custody over any account, private key, token or other assets of the User, offer any matching of any User or third-party interests, offer any reception and/or transmission of orders in relation to any assets, execute, arrange and/or perform any contracts and/or trades between any User and/or third parties, trade any assets on behalf of the User, offer any intermediation in the transaction or any contract, offer any payment service, offer any foreign exchange service or operate a system or facility in which multiple third-party buying and selling trading interests in any assets are able to interact.

Moreover, Swappable is only the operator of the front-end user interface to the Ethereum blockchain. The Services of Swappable only include the graphical presentation of data from the public Ethereum blockchain and providing the User with a technical infrastructure for formatting of transaction data for the User as set out above.

As any communication takes place between the user's wallet and the blockchain beyond the front-end interface's control, there is no possibility for the front-end interface to influence the transaction performed by the user.

4. Integrity and Authenticity

The data delivered by the Seller to Swappable is neither perused for integrity nor for authenticity by Swappable. The Seller is responsible for the published data on the Site, in particular for its correctness and completeness. Swappable assumes no liability for the correctness and completeness as well as the timely availability of the data provided by the Seller.

5. Fees

Swappable does not charge any fees for the Services, in particular no fees for reviewing data and information made available on the front-end or using the transaction formatting service. The fees that are charged go directly to the SWAP stakers, the artist for royalties or .

6. Swappable's warranties and liabilities

Our Services are – to the maximum extent permitted under applicable law – provided on an “as is” and “as available” basis. Therefore, Swappable expressly disclaims, and you acknowledge and agree that there is no warranty – implied or statutory – for our Services other than those explicitly stated in these T&Cs.

Swappable does not represent or warrant in particular, but without limitation that our Services are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components.

Swappable does, in particular, but not limited to, NOT warrant the following:

- (a) Swappable is not responsible for the operation of the underlying software and networks;
- (b) Swappable does not take any responsibility whatsoever in respect of any underlying software protocols, whether Forked (Forked means that the underlying protocols are subject to sudden changes in operating rules) or not;
- (c) Swappable does not guarantee any functionality, security, or availability of such software and networks;
- (d) Swappable is not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to our Services;

- (e) Swappable does not identify who is the artist of the Artwork (NFT), who has generated an Artwork token, or who has the right of disposal over the Artwork;
- (f) Swappable does not warrant that visualized buying or selling interests are binding, complete or correct;
- (g) Swappable does not warrant that the information on the Site and our Services are always entirely accurate, complete or current, but may also include technical inaccuracies or typographical;
- (h) Swappable is not responsible for determining whether or which laws may apply to your use of our Services, including tax laws. In case taxes arise, you are solely responsible for reporting and paying them from your use of our Services;
- (i) Swappable does not act as your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any decisions or activities affected by you using our Services.

For clarification it has to be noted that Swappable is not responsible for the transfer of the Artwork and or the consideration and/or any damages relating to this transfer, as this transaction is concluded peer-to-peer between the seller and the buyer of the Artwork.

User hereby agrees to defend, indemnify and hold Swappable, its affiliates, or any of their respective directors, officers, employees, agents, partners, subsidiaries, divisions, successors, suppliers, distributors, vendors, contractors, and representatives harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with their use of the Site, their purchase or sale of Artworks, the nature or quality of such items, their disputes with any seller or buyer, as the case may be, in connection with use of the Site, their violation of any law, their violation of these T&C or their posting or transmission of any user content or materials on or through the Site, including, but not limited to, any third party claim that any information or materials such User provides infringes any third party proprietary right.

All Users agree to cooperate as fully as reasonably required in the defence of any claim. This indemnification obligation will survive the termination of these T&C and your use of the Site.

7. Users's warranties

User hereby warrants the following:

- (a) You are at least 18 years old (or the applicable legal age in your country);
- (b) You have full power and authority to enter into legally binding agreements, such as this T&C;
- (c) You're acting for yourself and not for anyone else as a proxy;
- (d) You will not violate any law, regulation, contract, intellectual property or any other third-party right, or commit a tort while using our Services;
- (e) You will not use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden, or impair the functioning of our Services in any manner;
- (f) You will not use the Services to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;
- (g) You will not introduce any malware, virus, Trojan worms, logic bombs, or other harmful material to our Services or the underlying software;
- (h) You will not provide false, inaccurate, or misleading information;
- (i) You will not post content or communications that are, in our sole discretion, libellous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable; post content containing unsolicited promotions, political campaigning, or commercial messages (spam) or any chain messages or user content designed to deceive or trick any User;
- (j) You will not encourage or induce any third party to engage in any of the activities prohibited under this Section.

8. Links to other websites

The Site may contain links to websites operated by third parties. They are not controlled by Swappable. Swappable has no influence on the current or future design, the content or the authorship of the linked websites.

Therefore, Swappable dissociates itself from all contents of the linked websites and of any illegal, faulty or incomplete contents of the linked websites, their provider is solely liable. Swappable excludes any warranty for any content of any linked website or the information contained therein as well as the described products and services on it.

9. Privacy Policy

The Privacy Policy is [here](#) and available for download and print.

Please note that you have to accept the Privacy Policy before using our Services. If you are unwilling to accept this Privacy Policy you will not be able to use any of our Services.

10. Termination

Either party may terminate this agreement each of the following circumstances:

- (k) If the other party has materially defaulted in the performance of any of its obligations under this T&C, and has not cured such default within 10 (ten) business days of receipt of written notice from the non-defaulting party of such default;
- (l) In the case of the other party's breach of any of its representations and warranties made under this agreement;
- (m) In the case of occurrence of an insolvency event with respect to the other party.

11. Right of withdrawal

As a consumer according to Liechtenstein Law you have the following rights of withdrawal:

- According to Article 4 of the Consumer Protection Law of Liechtenstein (*Konsumentenschutzgesetz – KSchG*) a consumer has the right to withdraw from an agreement with a company without giving reasons within fourteen days, beginning the day after their accepting the agreement, if the consumer's contractual declaration was not made in rooms used by the company for business purposes.
- According to Article 12 of the Distance Selling Act of Liechtenstein (*Fern- und Auswärtsgeschäfte-Gesetz, FAGG*), a consumer has the right to withdraw from any contract agreed with a company at distance or off-premises (=online) without giving reasons within fourteen days, beginning the day after conclusion of the contract.

The right to withdrawal from these T&C pursuant to the KSchG is not applicable to the User as a consumer if:

- (i) the User has initiated the business relationship with the Company for the purpose of concluding these T&C (Art. 4 para. 3 lit. a KSchG);
- (ii) the conclusion of these Terms was not preceded by discussions between the parties or their agents (Art 4 para. 3 lit. b KSchG);
- (iii) the T&C are not subject to the Distance Selling Act (FAGG).
- (iv) The consumer shall not have the right to withdraw from distance or off-premises contracts for services, if the entrepreneur - on the basis of an express request by the consumer pursuant to Art. 11 of the FAGG as well as a confirmation by the consumer of his knowledge of the loss of the right of withdrawal in case of complete performance of the contract - had started the performance of the service before the expiry of the withdrawal period pursuant to Art. 12 FAGG and the service was then fully performed

- (v) YOU HEREBY DECLARE YOUR EXPRESS CONSENT THAT SWAPPABLE SHALL IN EVERY CASE PRESENT DATA FROM THE ETHEREUM BLOCKCHAIN, DISPLAY BUYING AND SELLING INTERESTS AND PROVIDE THE USER WITH TOOLS TO FACILITATE THE USER TO SUBMIT HIS TRANSACTIONS IN A TIMELY MANNER. YOU TAKE NOTE OF AND ACKNOWLEDGE YOUR LOSS OF THE RIGHT OF WITHDRAWAL OWING TO TIMELY FULFILLMENT OF THE TERMS DESCRIBED ABOVE

12. Jurisdiction and Governing Law

These T&C shall be governed by and construed in accordance with the laws of the Principality of Liechtenstein, without regard to any conflict of law rules or principles or the provisions of the UN Convention on Contracts for the International Sale of Goods that would cause the application of the laws of any other jurisdiction, unless mandatory provisions for the protection of consumers of the law of another country contradict this.

Exclusive place of jurisdiction for disputes arising under or in connection with these T&C, including but not limited to disputes on the validity and enforceability of this T&C, is Vaduz, Principality of Liechtenstein, unless mandatory provisions for the protection of consumers of the law of another country contradict this.

13. General Information

This T&C constitute the entire agreement and supersedes all previous oral or written agreements between Swappable and the User regarding the Services.

Amendments and additions to these T&C shall be invalid unless executed in writing and signed by all Parties, unless a stricter form is prescribed by law. This shall also apply to any waiver of the requirement of the written form.

Therefore, in case Swappable modifies the T&C and/or the Privacy Policy we will inform you about such an amendment in writing and provide you with the amended version of the T&C and/or the Privacy Policy. You can then choose (i) to accept the amended T&C and/or the Privacy Policy by clicking a check box presented with these or (ii) not to use our Services any longer

If one or more provisions of these T&C shall be or become invalid, ineffective or unenforceable as a whole or in part under applicable law, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby.

Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and the purpose of such invalid, ineffective or unenforceable provision as regards subject-matter, amount, time, place and extent. The aforesaid shall also apply to any gap in these T&C. The last two sentences are not applicable, if mandatory provisions for the protection of consumers of the law of another country contradict this.