

## 1. Acknowledgements

1. Use of the App by you is governed by the terms of this DE-SWAPS but may also be subject to any rules or policies applied by any appstore provider or operator from whose site you may download the App.
2. We may change these terms at any time without notice. Any such changes shall take effect on the next occasion that you make use of the App. Any such new terms may be displayed on-screen when you next use the App and you may be required to read and accept them in order to continue your use of the App.
3. The terms of this DE-SWAPS apply to the App and to any updates or supplements to the App, unless such additions are provided pursuant to separate terms, in which case those terms shall apply. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of this DE-SWAPS.
4. From time to time updates to the App may be issued through the Appstore. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the App and accepted any new terms.
5. You will be assumed to have obtained permission from the owners of any mobile telephone or handheld devices that are controlled, but not owned, by you which you may use to access or use the App. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this DE-SWAPS for the use of the App on any such Device, whether or not it is owned by you.
6. The terms of our privacy policy (the “**Privacy Policy**”) are incorporated into this DE-SWAPS by reference and apply to your use of the App. You acknowledge and agree that internet transmissions are never completely private or secure.
7. All use of the App is subject to the terms of our Privacy Policy. Continuous, stable, secure provision of the App necessitates our collection of technical information about the Devices and

related software, hardware and peripherals to enable us to improve our products and to provide any Services to you. You agree that we may contact you from time to time by email, telephone, post or SMS with information about goods or services that may be of interest to you.

8. The App or any Service may contain links to other independent third-party websites (“**Third-party Sites**”). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.
9. Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

## **2. Service Status**

1. The services offered via the App relate to the transferring of digital Tokens facilitated by blockchain technology. The App does not facilitate the storage or sending of fiat currencies.
2. The App and the Services are not regulated by the Financial Conduct Authority (the “**FCA**”). DE-SWAPS does not hold any authorisations from the FCA and the Tokens that you may store, exchange and transfer using the App are not covered or underwritten by the Financial Services Compensation Scheme. Accordingly, the App should not be used as a substitute for banking services, nor as a substitution for any other form of regulated financial services activity.

### 3. Scope of service and licence

1. The App enables you to send and receive Tokens (each such event a “**Transaction**”). The choice to enter into Transactions is solely your own and you acknowledge that DE-SWAPS does not offer or undertake to verify the identity of any counterparty with which you may interact. You shall have sole responsibility for identifying and verifying the counterparties to Transactions that you elect to enter into, and DE-SWAPS shall have no responsibility or liability for any decision by you to send Tokens to any third party.
2. DE-SWAPS shall have no liability to you in the event that you send Tokens to an unintended recipient. DE-SWAPS is unable to ‘cancel’ or ‘undo’ transactions that you enter into using the App and shall have no liability for any Transactions which you enter into mistakenly.
3. Where you attempt to enter into a Transaction, there may be a delay between your initiation of that Transaction and its eventual execution. Such delays may be caused by delays inherent in the functioning of the underlying Token network across which your Transaction will be executed. DE-SWAPS shall have no responsibility for any such delays, no matter how such delays may arise.
4. Where you enter into a Transaction in anticipation of receiving goods, assets or services in consideration for Tokens, DE-SWAPS shall have no responsibility or liability to you in respect of that consideration. In particular DE-SWAPS shall have no responsibility to you for making or facilitating any form of refund or compensatory award to you in the event that your anticipated consideration does not materialise or is of unsatisfactory quality.
5. The App facilitates Transactions of selected Tokens. DE-SWAPS reserves the right to add or remove particular Tokens from the scope of the Services at any time without notice. The fact that any particular variety of Token is (or is not) featured within the scope of the Services should not be interpreted as any form of endorsement of that Token by DE-SWAPS. DE-SWAPS does not recommend or endorse any particular Token for any purpose.

6. Transactions of Tokens rely on the proper functioning of software protocols not owned by DE-SWAPS. The relevant protocols include publicly available open source programs, and DE-SWAPS disclaims all liability for any failure by those protocols to operate as expected or at all. In particular, DE-SWAPS shall have no responsibility for any changes to such protocols, or any 'forking' of those protocols that result in multiple instances of them existing simultaneously. You acknowledge and agree that you are responsible for informing yourself about the operation of the relevant software protocols that underpin any Tokens that you choose to use in Transactions, and that you are solely responsible for making yourself aware of any protocol 'forks' and taking appropriate action to safeguard yourself from the effects of the same.
7. In consideration of you agreeing to abide by the terms of this DE-SWAPS, we grant you a non-transferable, non-exclusive licence to use the App on your Devices, subject to these terms, the [Privacy Policy](#) and any applicable Appstore Rules. We reserve all other rights.

## **6. Claims and liability**

1. You accept that any transaction, transfer, or contract which you may enter into with any other User or third party shall be a private arrangement between you and that entity. DE-SWAPS shall not be responsible for, nor a party to, such arrangements and the responsibility for settling any disputes arising from the same shall be solely yours. In particular you accept that DE-SWAPS shall have no responsibility for verifying the identity of entities to whom you may transfer Tokens using the functionality of the App.
2. Accordingly, you release DE-SWAPS from all liability for claims, liabilities and losses arising from the type of arrangements described in clause 5.1, and agree that DE-SWAPS shall have no liability for, or in relation to, any dispute which may arise between you and any other user for any reason.
3. For the avoidance of doubt, nothing in this clause 5 shall be construed as barring, limiting or otherwise fettering any legal rights that a User may have to commence any form of legal

action against any other User or any third party with which they may have entered into any transaction or arrangement involving Tokens.

4. DE-SWAPS is not regulated by the Financial Conduct Authority and does not provide or offer insurance cover to users.
5. Tokens may be ascribed value by third parties (either by way of a cash valuation, or a valuation expressed in other Tokens). DE-SWAPS makes no representations or warranties about any valuation ascribed to Tokens, which depend entirely on the opinions of third parties. Accordingly, DE-SWAPS shall have no liability for any fluctuations in the value of Tokens

## **7. Licence restrictions**

Except as expressly set out in this EULA or as specifically permitted by any local law, you agree:

1. not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
2. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;
3. not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
4. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:  
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5. not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from DE-SWAPS; and

6. to comply with all technology control or export laws and regulations that may apply to the technology used or supported by the App or any Service.

Together such conditions the “**Licence Restrictions**”.

#### **8. Events outside our control**

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (each an “**Event Outside Our Control**”).
2. If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:  
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#### **Indemnity**

You undertake to indemnify and hold DE-SWAPS harmless in respect of all costs, charges, damages or losses which it may suffer in relation to your use of the App, including in relation to (a) any content which you may upload to the App or any interaction you may have with any other user of the App, (b) any tax implication for which DE-SWAPS may become liable as a result of your use of the App, and (c) any classification of you as an employee of DE-SWAPS (or similar) by any tax authority or employment tribunal.