Usage Policy

Usage Policy 🔗

Dear Swapper,

Welcome to Swaps.io ! This Usage Policy governs your access to and use of the Swaps.io platform and its features (the "Interface"). Before using the Interface, please read this Usage Policy carefully, as it contains important information about your rights and obligations.

Please note that the Interface is currently in its Beta testing phase. By using it, you accept the Beta Test Policy. Your use of the Interface during this phase is entirely at your own risk.

This Usage Policy, along with any related terms and conditions, governs your access to and use of the Interface. By accessing or using the Interface, you confirm that you've read, understood, and accepted all terms of this Usage Policy as well as our Privacy Notice, which is incorporated by reference.

To make this Usage Policy easier to read: "You," "your," and "user(s)" refers to anybody who accesses or uses, in any way, the Interface. Suppose you are accessing or using the Interface on behalf of a company (such as your employer) or other legal entity. In that case, you represent and warrant that you have the authority to bind that entity to this Usage Policy, and, in that case, "you," "your," or "user(s)" will refer to that entity.

IMPORTANT NOTICE ABOUT ARBITRATION: BY USING THE INTERFACE, YOU AGREE TO RESOLVE ANY DISPUTES RELATED TO IT THROUGH BINDING ARBITRATION INSTEAD OF GOING TO COURT. YOU ALSO WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTION LAWSUITS. THESE TERMS AFFECT YOUR LEGAL RIGHTS AND HOW DISPUTES WILL BE HANDLED.

We encourage you to read this Usage Policy carefully before proceeding.

Definitions

This section defines the key terms used throughout this Usage Policy. These definitions are essential for understanding your rights and obligations under this agreement.

"**Digital Assets**" means any form of digital or cryptographic asset, including but not limited to cryptocurrencies, digital tokens, or Digital Assets that use blockchain technology. Examples include but are not limited to Bitcoin, Ethereum, NFTs, and various ERC-20 tokens.

"**Intent Agent**" is an independent entity that interacts with you through the Protocol and may charge its own fees.

"Interface" is a platform that enables communication between users and blockchain networks, smart contracts, and the Protocol.

"**Privacy Notice"** means the document available at https://swaps.io/Privacy-Notice-swaps.io.pdf, which describes how your personal information is collected, used, stored, and disclosed in connection with your use of the Interface.

"**Prohibited Locations**" means the United States of America, China, Myanmar (Burma), Côte D'Ivoire (Ivory Coast), Cuba, Crimea and Sevastopol, Democratic Republic of Congo, Iran, Iraq, Libya, Mali, Nicaragua, Democratic People's Republic of Korea (North Korea), Somalia, Sudan, Syria, Yemen, Zimbabwe, or any other state, country, or region subject to sanctions enforced by the United States, the United Kingdom, or the European Union.

"**Protocol**" is a decentralized set of open-source smart contracts that operate independently on blockchain networks available through the Interface, enabling peer-to-peer interactions with Intent Agents.

"**Restricted Person**" means any person or entity who resides in, is a citizen of, is incorporated in, or has a registered office in the United States of America or any other Prohibited Localities.

"**Third-party Connection Tools**" means software such as Safe Wallet, WalletConnect, or similar tools that enable wallet connections.

"**Third-party Services**" means third-party providers, APIs, and middleware that facilitate access to Interface features. This includes, but is not limited to, decentralized networks, blockchain platforms, smart contracts, and other third-party websites or applications that users may interact with through the Interface.

"Professional Client" means a person or entity with whom financial institutions, regulated entities, and financial service providers are expressly permitted under applicable laws and regulations to engage and provide complex financial services, based on their demonstrated competence, experience, knowledge, and wealth qualifications.

1. Interface 🔗

Features and Purpose 🔗

The Interface serves as a platform that enables communication between users and blockchain networks, smart contracts, and the Protocol. At no point does the Interface interact with, transfer, or manage the Digital Assets involved in your activities.

The Interface:

- Acts solely as a communication layer,
- Does not execute, control, or modify transactions,
- Cannot access or control user wallets or assets,
- Does not provide financial, investment, or trading advice.

While we may add features for user experience enhancement, including those for informational, security, and entertainment purposes, these additions do not change the Interface's primary communication function.

Changes to the Interface

We reserve the right to modify the Interface's features and functionality, including:

- Adding new products or features,

- Modifying existing features,
- Altering Interface aspects,
- Suspending or discontinuing functionality.

Protocol and Interface Relationship 🔗

The Protocol enables peer-to-peer interactions with Intent Agents and operates independently on blockchain networks. When using the Interface, you are communicating with Intent Agents. Key points to understand:

- The Protocol and Interface are separate, independent systems;
- The Protocol operates autonomously on blockchain networks;
- All Protocol operations happen directly on blockchain networks;
- The Interface facilitates communication between users, blockchain networks, and Intent Agents;
- When you use the Interface, you communicate with blockchain and Intent Agents, not with us.

Control and Responsibility 🔗

We provide access to the Interface and relevant software but do not:

- Control your blockchain interactions;
- Influence your transaction decisions;
- Encourage specific blockchain activities.

All actions performed via the Interface are at your sole discretion and responsibility.

Blockchain Network Transactions 🔗

All transactions with Digital Assets must be confirmed and recorded on the public blockchain. Important points about transactions:

- Blockchain networks are decentralized, peer-to-peer networks operated by independent parties;
- Transaction completion depends on blockchain network availability;
- Transactions may be delayed or fail due to network conditions;
- You may need to use third-party smart contacts not related to the Protocol;
- We cannot guarantee transaction processing or completion;
- Network errors or forks may cause transaction failures;
- No single party can reverse or modify your transactions;
- Due to decentralization, no single party is responsible for transaction errors or losses.

Fees 🔗

You are responsible for:

- Intent Agent fees,
- Network transaction fees,
- Smart contract interaction fees.

The Interface does not charge additional fees for basic access.

Third-Party Services 🔗

To facilitate your access to Interface features, you or we may engage Third-party Connection Tools and Third-party services. We do not have direct or indirect control over them.

Wallet Requirements 🔗

To engage with the Protocol through the Interface, you must use the wallet software. We do not maintain custody or control over wallet contents and cannot retrieve or transfer assets within users' wallets. You acknowledge that you understand these risks and can evaluate and accept them.

Risks 🔗

Before using the Interface, it is crucial to understand and acknowledge the following risks associated with digital asset transactions and blockchain technology. These risks are categorized into three main areas, but this list is not exhaustive. When using the Interface to communicate with the Protocol, you acknowledge and accept the following risks:

1. **Protocol-Related Risks**

- Smart Contract Risk: The Protocol operates using smart contracts that may contain bugs, vulnerabilities, or other issues potentially resulting in the loss of Digital Assets.
- Technical Risk: The Protocol may experience technical issues, including but not limited to downtime, delays, or other technical problems that could affect access to your Digital Assets or ability to execute transactions.
- Integration Risk: Interactions between the Protocol and blockchain networks may be subject to failures or unexpected behavior.

2. **Interface-Related Risks**

- Access Risk: The Interface may experience downtime, delays, or technical issues affecting your ability to communicate with the Protocol or blockchain networks.
- Third-Party Risk: Issues with Third-Party Services or Third-Party Connection Tools may impact Interface functionality.
- Display Risk: The Interface may experience delays or inaccuracies in displaying transaction status or Digital Assets information.

3. **General Risks**

- Market Risk: Digital Assets prices are highly volatile, which may result in significant losses when trading or providing liquidity.
- Network Risk: Blockchain congestion, forks, or other issues may affect transaction completion.

By using the Interface, you confirm that you understand these risks and can evaluate and accept them. You acknowledge that this list of risks is not exhaustive, and additional risks may exist.

Important Points to Remember 🔗

1. The Protocol runs automatically on blockchain networks - no one controls it.
2. We provide the Interface but do not control Protocol operations.
3. Your transactions are with Intent Agents, not with the Interface.
4. Transaction success depends on blockchain network conditions.
5. Due to the decentralized nature of blockchain networks, no single party is responsible for transaction errors or losses.

2. Eligibility 🔗

By using the Interface, you acknowledge and confirm that you meet all of the following requirements:

1. **Non-Restricted Status**: You are not a "Restricted Person." This includes any individual or entity that resides in, is incorporated in, is a citizen of, or maintains a registered office within the United States of America or any other Prohibited Location. Under no circumstances may Restricted Persons access or use the Interface.
2. **Professional Client Criterion**: You confirm that you qualify as a "Professional Client" or similar status, demonstrating your competence, experience, knowledge, sophistication, and possession of the requisite wealth to access and engage with Digital Assets of any kind and legal classification on your own or through any intermediaries. This includes meeting standards under regulations such as the EU's MiFID II, Switzerland's FinSA and FINMA, or any equivalent laws in your jurisdiction. You acknowledge assessing and confirming your status as a Professional Client in compliance with these frameworks.

In any case, you must act consistently with your professional status and financial capabilities and in accordance with the best practices. For example, it may mean not committing more than 10% of your overall assets to these activities, ensuring that your involvement remains proportionate to your financial capabilities and risk tolerance.

3. Compliance Obligations 🔗

By accessing or using the Interface, you expressly agree to the following:

1. **Compliance with Laws**

You agree that you are solely responsible for ensuring compliance with all applicable laws, regulations, and legal requirements that may apply to you in connection with your access to or use of the Interface. You confirm that you are not subject to international sanctions, nor are you named on any list of prohibited or restricted parties maintained by the United Nations Security Council, the European Union or its Member States, or other relevant authorities.

2. **No Duty to Inform**

You acknowledge that no person or entity associated with the Interface has an obligation to inform you of any potential legal liabilities, regulatory requirements, or violations of applicable laws that may arise from your access to or use of the Interface.

3. **Sole Responsibility**

You accept full liability for any failure to comply with applicable laws, regulations, or requirements, and you agree that any resulting consequences are solely your responsibility.

By proceeding to access or use the Interface, you confirm that you understand and accept these terms in full.

4. Access to the Interface 🔗

Your access to the Interface may be disabled at any time if you breach the Usage Policy or fail to meet the eligibility requirements set forth therein. This includes, without limitation, failure to maintain compliance with applicable laws or regulations.

5. Your Use of Interface 🔗

This section outlines your responsibilities when using the Interface and specifies prohibited activities. Understanding and adhering to these requirements is essential for maintaining access to the Interface.

Usage Requirements

By using the Interface, you acknowledge and agree that:

1. You are responsible for:
   - Managing your own assets, including verifying information before making decisions;
   - Maintaining accurate blockchain wallet addresses;
   - Ensuring that you only manage assets with a legitimate source of origin;
   - Transferring, safeguarding, or maintaining your private keys;
   - Any Digital Assets associated with your private keys;
   - Any loss, damage, or liability arising from:
     - Lost private keys,
     - Mishandled private keys,
     - Stolen private keys,
     - Failure to comply with the terms.
2. Any professional advice, including financial, legal, or tax guidance, must be obtained from qualified external advisors before making any decisions involving the Interface.

Prohibited Activities

You agree not to use the Interface in any manner that:

1. **Violates Intellectual Property Rights**, including:
   - Copyrights,
   - Trademarks,
   - Patents,
   - Trade secrets;

2. **Compromises System Security**, such as:
   - Deploying malicious software,
   - Attempting unauthorized access to systems,
   - Interfering with the functionality of blockchain or network operations;

3. **Attempts to:**
   - Access private keys, wallet data, or other confidential user information,
   - Reverse engineer, modify, or manipulate the Interface;

4. **Involves:**
   - Fraud, market manipulation, or criminal activities,
   - The use of proceeds derived from unlawful activities,
   - IP address masking or other methods to bypass restrictions.

Relationship Clarification

1. **No Fiduciary Relationship**

No fiduciary or advisory relationship exists between you and the Interface.

2. **Limited Role of the Interface**

- The Interface does not provide professional advice or manage transactions.
- It does not interact with blockchain transactions beyond displaying publicly available information and allowing the use of Third-party Tools and communication with Intent Agents to make transactions.

3. **Information Disclaimer**

- Any information provided by the Interface about Digital Assets is for general informational purposes only, and you should never treat it as a single point of truth. Information displayed through the Interface about prices, liquidity, staking, or others is provided by third parties and/or calculated for informational purposes. Your use of any third-party scripts, indicators, ideas, and other content is at your sole risk.
- All information must be independently verified and should not be considered professional advice.
- There is no representation or guarantee that any of the information available through the Interface is:
- Accurate,
- Reliable,
- Current,
- Complete,
- Appropriate for your needs.

6. Disclaimers 🔗

You expressly understand and agree that:

1. Your use of the Interface is at your sole risk.
2. There are no representations and warranties (express, implied, or statutory), including:
   - Representations or warranties of title,
   - Non-infringement,

- Merchantability,

- Usage,

- Security,

- Suitability or fitness for any particular purpose,

- Workmanship or technical coding,

- Absence of defects (latent or patent),

- Accuracy, completeness, reliability, or currency of the Interface, code, and related information.

3. The Interface is provided:
   - On an "as is" basis,

   - On an "as available" basis,

   - Without warranties of any kind (express or implied).

4. You expressly agree that no person or entity associated with the Interface can be held liable for:
   - Losses,

   - Damages,

   - Inconveniences resulting from Interface inaccessibility at any time, for any reason.

5. The Interface may contain references or links to third-party resources, and third parties may offer promotions related to Interface use. Access to such resources or participation in promotions is at your own risk. The Usage Policy does not apply to third-party dealings. You relieve the Interface and related persons/companies of liability for third-party resource use.

7. Intellectual Proprietary Rights 🔗

You do not own any intellectual property and other rights in the Interface and its contents, including but not limited to software, text, images, trademarks, service marks, copyrights, patents, and designs. Unless expressly authorized by the Interface, you may not copy, modify, adapt, rent, license, sell, publish, distribute, or otherwise permit any third party to access or use the Interface or any of its contents. Accessing or using the Interface does not constitute a grant to you of any proprietary intellectual property or other rights in the Interface or its contents.

However, you will retain ownership of all intellectual property and other rights in any information and materials you submit through the Interface. Still, by uploading such information or materials, you authorize the Interface to use, copy, distribute, publish, and send this data in any manner in accordance with applicable laws and regulations.

You may submit comments, bug reports, ideas, or other feedback about the Interface, including, without limitation, how to improve the Interface (collectively, "Feedback"). By submitting any Interface Feedback, you agree to the following terms:

1. *Definition of Interface Feedback*. "Interface Feedback" means any comments, suggestions, ideas, proposals, bug reports, or other feedback you provide specifically and directly related to: a) The functionality, performance, or user experience of the Interface; b) Suggestions for new features, improvements, or modifications to the Interface; c) Reports of errors, bugs, or other issues encountered while using the Interface; d) General thoughts on the usability, design, or effectiveness of the Interface. Interface Feedback does not include: a) Your general thoughts, ideas, or intellectual property unrelated to the Interface; b) Information about your own products, services, or business; c) Creative works, inventions, or other intellectual property that you did not create specifically for the purpose of improving the Interface.

2. *License Grant.* By submitting Interface Feedback, you grant us a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, perform, and otherwise exploit the Interface Feedback solely for the purposes of: a) Improving, maintaining, and developing the Interface and related services; b) Incorporating the Interface Feedback into current or future versions of the Interface; c) Using the Interface Feedback to promote or market the Interface, but only in a way that does not identify you personally without your explicit consent. The license granted herein is limited to accessing and using the Interface for its intended purpose and does not include the right to copy, modify, distribute, or create derivative works of the Interface or its content. All rights not expressly granted herein are reserved by Us.

3. *No Obligation*. You acknowledge that we are not obligated to use, incorporate, or act upon any Interface Feedback you provide. We may already be working on similar ideas or may decide not to pursue your suggestions.

4. *No Compensation*. You agree that you are not entitled to any compensation or reimbursement of any kind for the Interface Feedback you submit, regardless of whether we use your Interface Feedback.

5. *No Confidentiality*. You agree that any Interface Feedback you submit is non-confidential. We shall have no obligation under any circumstances to maintain the confidentiality of any Interface Feedback.

6. *Representation and Warranty*. By submitting Interface Feedback, you represent and warrant that: a) You have the right to provide the Interface Feedback and to grant the license described above; b) The Interface Feedback does not infringe upon or violate any third party's intellectual property rights, privacy rights, or other rights.

If you do not want to grant us the rights set forth above, please do not submit any Interface Feedback.

If (i) you satisfy all of the eligibility requirements set forth in the Usage Policy, and (ii) your access to and use of the Interface complies with the Usage Policy, you hereby are granted a single, personal, limited license to access and use the Interface that is non-exclusive, non-transferable, and freely revocable by at any time without notice or cause. Use of the Interface for any purpose not expressly permitted by the Usage Policy is strictly prohibited.

If you are the owner of content that is being misused on the Interface without your permission, you may request that content be removed by sending an email to interface@swaps.io.

You agree to hold harmless, release, defend, and indemnify any individual or company related anyhow to the Interface and its officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from (a) your access to and use of the Interface; (b) your violation of this Usage Policy, the right of any third party, or any other applicable law, rule, or regulation; and (c) any other party's access and use of the Interface with your assistance or using any device or account that you own or control.

8. Limitation of Liability 🔗

Under no circumstances shall any individual or company, including Intent Agents, related anyhow to the Interface and its officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any access to or use of the Interface, nor will any individual or company related anyhow to the Interface and its officers, directors, employees, contractors, agents, affiliates, or subsidiaries be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access to or use of the Interface or from any access to or use of any information obtained by any unauthorized access to or use of the Interface.

You cannot claim liability or hold anybody responsible for any: (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage of any nature whatsoever, resulting from any access to or use of the Interface; (c) unauthorized access to or use of any secure server or database related to the Interface, or the use of any information or data stored therein; (d) interruption or cessation of function related to the Interface; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Interface; (f) errors or omissions in, or loss or damage incurred as a result of, the use of any content made available through the Interface; and (g) the defamatory, offensive, or illegal conduct of any third party.

Under no circumstances shall any individual or company related anyhow to the Interface and its officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the greater of (i) the amount you paid to in exchange for access to and use of the Interface, or (ii) $100.00. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if any individual or company related anyhow to the Interface and its officers, directors, employees, contractors, agents, affiliates, or subsidiaries has been advised of the possibility of such liability.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some disclaimers and limitations in the Usage Policy may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

9. Arbitration and Class Action Waiver 🔗

Binding Arbitration

Except for disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents, you (a) waive the right to have any and all disputes or claims arising from this Usage Policy, your use or access to the Interface or any other disputes related to the Interface (collectively, "Disputes") resolved in a court; and (b) waive any right to a jury trial. Instead, you agree to arbitrate Disputes that are not resolved informally (as described below) through binding arbitration (i.e., the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it) instead of having the Dispute decided by a judge or jury in court.

No Class Arbitrations, Class Actions, or Representative Actions

You agree that any dispute is personal to you and that any such dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. Neither party agrees to class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or a group of individuals. Further, you agree that a dispute cannot be brought as a class or other types of representative action, whether within or outside of arbitration or on behalf of any other individual or a group of individuals.

Process

You agree, in case of any Dispute, to send an email to interface@swaps.io within thirty (30) days of when it arises so that the Dispute can be resolved informally. The notice must include (a) your name, postal address, and email address; (b) a description of the nature or basis of the Dispute; and (c) the specific action that you are seeking. If the Dispute cannot be resolved within thirty (30) days, the notice should be sent as appropriate pursuant to this Section 9, and you can commence an arbitration proceeding. You agree that any arbitration or claim must be commenced or filed within one (1) year after the Dispute arose; otherwise, you agree that the claim is permanently barred (which means that you will no longer have the right to assert a claim regarding the Dispute).

Choice of Law

This Usage Policy is governed by and will be construed under the laws of the Seychelles without regard to principles of conflict of laws governing the Usage Policy and any Disputes related to your usage of the Interface. Any Dispute under this Usage Policy shall be finally settled by Binding Arbitration. Any unresolved Dispute arising out of or in connection with this Usage Policy shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration (LCIA), which rules are deemed to be incorporated by reference into this Section 9 to the extent they are consistent with it. Any dispute arising from or relating to the subject matter of this Usage Policy shall be finally settled in English in London, United Kingdom, in accordance with the LCIA Arbitration Rules. The arbitrator may not consolidate your claims with those of any other party. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction, to the extent a court therein would be deemed to be a court of competent jurisdiction, excluding any court located in the United States of America and other Prohibited Localities.

Authority of Arbitrator

As limited by this Usage Policy and applicable arbitration rules, the arbitrator will have: (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute and (b) the authority to grant any remedy that would otherwise be available in court. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual claim, preside over any type of class or representative proceeding, or preside over any proceeding involving more than one individual.

Severability

If any part of this Arbitration and Class Action Waiver section is found under the law of any jurisdiction to be invalid, unenforceable, or illegal, such partial invalidity, unenforceability, or illegality shall not affect the validity of the remainder of this section or the rest of this Usage Policy in that jurisdiction. The invalid, unenforceable, or illegal provision will be deemed modified to the minimum extent necessary to make it valid, enforceable, and legal while preserving its intent. If a court or arbitrator decides that any provision of this section is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Right to Opt Out

You have the right to opt out of this Arbitration and Class Action Waiver section within 30 (thirty) days of first accepting these terms by sending an email to interface@swaps.io with the subject line "Arbitration Opt-out" and a clear statement of your intent to opt out. If you opt

out, any Dispute will be resolved in accordance with the "Governing Law and Jurisdiction" section. Your opt-out will not affect any other provisions of this Usage Policy.

Governing Law and Jurisdiction

If a court or arbitrator finds the entirety of that section invalid or unenforceable, then this Usage Policy and any disputes arising out of or relating to it will be governed by and construed in accordance with the laws of the Seychelles, without regard to its conflict of law principles. Any legal action or proceeding relating to this Usage Policy or your access to or use of the Interface shall be instituted exclusively in the courts of the Seychelles. You and we agree to submit to the personal jurisdiction of the courts located within the Seychelles and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to a venue in such courts.

10. Force Majeure ⊘

Definition

For the purposes of this Usage Policy, "Force Majeure Event" means any event or circumstance beyond our reasonable control and the control of our affiliates or third-party service providers, such as Intent Agents, including but not limited to:

1. Acts of God, such as floods, earthquakes, hurricanes, or other natural disasters;
2. War, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest;
3. Government orders, laws, or actions;
4. Embargoes or blockades in effect on or after the date of this agreement;
5. National or regional emergency;
6. Epidemics or pandemics;
7. Strikes, labor stoppages or slowdowns, or other industrial disturbances;
8. Power or communications failures, including Internet outages;
9. Hacking, malware, or other malicious attacks that cannot reasonably be prevented;
10. Shortage of adequate power or transportation facilities;
11. Blockchain network failures or forks;
12. Other similar events beyond our reasonable control.

Non-performance

We shall not be liable or responsible to you, nor be deemed to have defaulted under or breached this Usage Policy, for any failure or delay in fulfilling or performing any term of this Usage Policy, when and to the extent such failure or delay is caused by or results from a Force Majeure Event.

No Refunds or Damages

In the event of a Force Majeure Event, you agree that:

a) You will not be entitled to a refund of any fees paid to us (if any) or third parties;

b) We will not be liable for any damages, including but not limited to direct, indirect, incidental, special, consequential, or exemplary damages;

c) You will not hold us, our affiliates, officers, directors, employees, or agents liable for any losses or inconveniences caused by the Force Majeure Event.

This Force Majeure clause shall survive the termination or expiration of this Usage Policy.

11. Severability and Interpretation ⊘

Severability

If any provision of this Usage Policy is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Usage Policy or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Usage Policy so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Partial Invalidity

If a court or other tribunal of competent jurisdiction finds that any part of this Usage Policy is invalid or unenforceable, the other parts of this Usage Policy will still apply. The invalid or unenforceable provision will be deemed modified to the minimum extent necessary to make it valid, enforceable, and legal while preserving its intent. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

No Waiver

Our failure to enforce any right or provision of this Usage Policy shall not constitute a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by our duly authorized representative.

Headings and Summaries

The section and subsection headings in this Usage Policy are for convenience only and do not have any legal or contractual effect. They do not define, modify, expand, or limit any of the provisions of this Usage Policy and shall not affect the interpretation of this Usage Policy.

Interpretation

In this Usage Policy, unless the context requires otherwise: (a) words in the singular include the plural and vice versa; (b) words importing any gender include all genders; (c) "including" means "including without limitation"; (d) any reference to a statute includes any amendments, replacements, or re-enactments of that statute; (e) the words "such as," "for example," "e.g.," and similar expressions are meant to be illustrative and not exhaustive; and (f) unless expressly stated otherwise, the word "or" is not exclusive and shall be interpreted to mean "and/or."

12. Last but not Least 🔗

Changes

This Usage Policy can be amended at any time after the revised version of this Usage Policy is posted with an updated revision version. The changes will become effective and shall be deemed accepted by you the first time you use or access the Interface after the initial posting of the revised Usage Policy and shall apply on a going-forward basis with respect to your use of the Interface, including any transactions initiated after the posting date. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Interface.

Entire Agreement

This Usage Policy (and any additional terms, rules, and conditions of participation that may be posted on the Interface), including the Privacy Notice, constitute the entire agreement with respect to the Interface and supersedes any prior agreements, oral or written.

Privacy Notice

The Privacy Notice describes the ways your personal information is collected, used, stored, and disclosed. You agree to the collection, use, storage, and disclosure of your data in accordance with the Privacy Notice.

Survival

Upon termination of this Usage Policy for any reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.

13. Contact Information 🔗

For general inquiries, bug reports, or technical support, please email us at interface@swaps.io.