

Terms of Service

Effective 8 November 2022

1. General terms

- 1.1. CARDSMOBILE B.V. is a company registered and existing under Dutch law with KVK Number 80989659, located at Willem de Zwijgerlaan 350/2M, 1055 RD Amsterdam, the Netherlands (hereinafter also referred to as 'Cardsmobile', 'we') that offers the Internet and mobile communications users (hereinafter referred to as the 'User') to use their products (hereinafter referred to as the 'App' and the 'Website') according to the terms outlined in these Terms of Service (hereinafter referred to as the 'Terms').
- 1.2. These Terms are effective from the moment the User agrees to them in the manner provided for in paragraph 1.6. herein.
- 1.3. The Company offers Users access to the App, which digitizes and stores loyalty and discount cards and other materials at the User's request. All of the Company's currently existing products, their development, and/or the addition of new ones are subject to these Terms.
- 1.4. The use of the Company's App and the Website is governed by these Terms, as is the [Privacy Policy](#), which is an integral part hereof.
- 1.5. The current version of these Terms can always be found at <https://swoo.app/>.

These Terms may be changed by the Company without any special notice. The new version of these Terms comes into force from the moment it is posted on the Internet at the address specified in this paragraph unless otherwise provided for by the new version.

- 1.6. The User is considered to have accepted these Terms in full, without any reservations or exceptions, if the User begins using the Application and registers in it. The User is not entitled to use the Company's App if he/she disagrees with any of these Terms. If the Company makes any changes to the Terms herein with which the User disagrees, the User must stop using the Company's App and delete his/her account.

2. User registration. User account

- 2.1. The User must register in the App in order to use it. After registration, a unique account is created for the User. A User, who is 16 years of age or older, may independently register an account and use the App within the legal jurisdiction established by the legislation of the country where the User resides. If the User has not reached the specified age, and in cases where this is required by the legislation of the country where the User resides, the use of the App is allowed only with the consent of parents or other legal guardians.
- 2.2. To register in the App, the User undertakes to provide accurate and complete information about themselves in the registration form and to keep this information up to date. If the User provides incorrect information or the Company has reason to believe that the information provided by the User is incomplete or inaccurate, the Company may block or delete the User's account and refuse the User the ability to use the App at the Company's discretion.
- 2.3. Account confirmation
 - 2.3.1. The Company reserves the right, at any time, to require the User to confirm the data specified during registration in the App (including the data of the linked loyalty and discount cards) and containing information about the User, available to the User after logging in.
 - 2.3.2. After registration, the User's account will undergo verification. To pass the verification process, the account must be confirmed using a cell phone number or third-party platform (Facebook, Apple ID, Google ID) and comply with these Terms. By logging in with a Facebook, Apple or Google account, the User grants the Company access to, and gives permission to use, certain information from the Facebook, Apple or Google account in accordance with the [Privacy Policy](#).
- 2.4. User personal data defined by the Privacy Policy and contained in the User's account is stored and processed by the Company in accordance with the [terms of the Privacy Policy](#).

2.5. Means of accessing the User account

2.5.1. The User can choose how to register in the App via a cell phone number or through a third-party service.

2.6. The User is solely responsible for (1) the security (including resistance to guessing) of the means chosen by him/her to access the account and must independently ensure their confidentiality, (2) all actions (as well as their consequences) within or when using the App through the User's account, including cases of voluntary transfer of data to access the User's account by the User to third parties on any conditions (including contracts or agreements).

Furthermore, all actions within or when using the App through the User's account are considered to have been performed by the User him/herself, except for cases when the User, in the manner prescribed by paragraph 2.7. of these Terms, has notified the Company about unauthorized access to the App using the User's account and/or any breach (or suspicion of a breach) of the confidentiality of the means used to access the account (cell phone number, Facebook, Apple or Google account).

2.6.1. The User guarantees that when registering in the App, he/she will not indicate a cell phone number and/or Facebook, Apple or Google account that does not legally belong to the User.

2.7. The User is obliged to immediately notify the Company by sending a message to the Company's tech support team at support@swooapp.com about any case of unauthorized access (i.e., not allowed by the User) to the App using the User's account and cell phone number and/or any breach (or suspicion of a breach) of the confidentiality of the means to access his/her account, in order to amend the account credentials to make it impossible to send the data used for identification in the App to the compromised cell phone number.

The same applies for the email address that the User uses to contact technical support. Furthermore, the User is obliged to notify the Company upon losing possession of the cell phone number and (or) Facebook, Apple or Google account specified when registering in the App. The Company is not responsible for possible data loss or damage or other consequences of any nature that may occur due to the User's violation of the provisions of this part of these Terms.

2.8. The User's use of his/her account

2.8.1. The User may not reproduce, duplicate, copy, sell, resell, or use for any commercial purposes the Company's products (including content available to the User through the App's services) or access to them.

2.9. Terminating access the account

2.9.1. The Company may block or delete the User's account and delete any content without providing a reason, including if the User violates these Terms, applicable law, or the terms of other documents provided for in paragraph 1.4. of these Terms and in case of long-term disuse of the App, in particular:

- 1)** If the User's account is inactive for more than three (3) calendar months in a row.
- 2)** If there is no confirmation of the User's account for more than one (1) calendar month.

2.10. Changes in the User's account

2.10.1. The User is permitted to make changes to his/her account data at any time.

2.10.2. To change the cell phone number, the User must register an account using the new number and report it to support@swooapp.com. After undergoing the User identification process from the new cell phone number, technical support will transfer all account data (including the data of loyalty and discount cards previously added in the App) to the User's new account. The User's previous account will be deleted.

2.11. Deleting a User's account

2.11.1. The User may delete his or her account at any time. To do so, the User must send a request to support@swooapp.com from his email address or through the App's Support feature.

2.11.2. The company follows this procedure to delete the account:

- 1) Upon the occurrence of the events described in paragraph 2.9. of these Terms, the User's account shall be blocked for a period of one (1) month. During that time, the User will be unable to access his/her account through the App.
- 2) While the account is blocked, the User may restore access to the account by sending an e-mail to the tech support team at support@swooapp.com requesting that the account be unblocked.

After that letter is sent, access to the User's account and all account data will be restored within two (2) business days.

- 3) If the User does not attempt to restore access to the account while it is blocked, the Company will delete the User's account.

After the one-month block has ended, the User will be unable to recover the account, any information related to it, or access to the App.

3. General terms of use and storage

3.1. The App's features are provided only to registered Users. The Company's website (<https://swoo.app/>) is available to Users without registration.

3.2. User registration is completed in the manner prescribed by paragraph 2 herein.

The Company may send informational messages to the User regarding products and services offered and the procedure for using the App.

4. The user's rights and obligations

4.1. The User undertakes to comply with these Terms of Service.

4.2. The User may use the App solely for personal, non-commercial use in accordance with these Terms.

- 4.3. The User undertakes not to use the App and the Website in violation of the rights and legitimate interests of copyright holders or third parties or in violation of these Terms and applicable law.
- 4.4. The User undertakes to take appropriate measures to ensure the security of his/her device and bears personal responsibility if his/her device and/or the App are accessed by third parties.
- 4.5. The User undertakes to take all available measures to maintain the confidentiality of the data used for identification in the App. If the cell phone number specified when registering in the App is accessed by third parties, the User undertakes to immediately notify the Company's tech support team in the manner specified in paragraph 2.7. of these Terms.
- 4.6. The User guarantees that the App was downloaded and installed by him/her exclusively from the official resources of the smartphone or mobile OS manufacturers App Store, Google Play, and/or Huawei AppGallery.
- 4.7. The User is prohibited from decompiling the App independently or with the involvement of third parties or to distribute, disclose, or provide any other access to the App or reverse engineer the App or its individual elements.
- 4.8. The User is responsible for the misuse of the App and its features in any way not directly provided for in these Terms.
- 4.9. Any payments for communication services, including from mobile operators or Internet service providers, must be paid by the User.
- 4.10. The User is solely responsible for the accuracy and completeness of any materials uploaded and/or provided to him/her in the App.
- 4.11. The User is solely responsible for the accuracy and completeness of the data contained in the materials uploaded and/or provided by him/her in the App.
- 4.12. The User may upload and/or provide material to the App if he/she does not have the appropriate rights to perform such actions or such material is uploaded and/or provided without the consent of the persons to whom such material belongs.

- 4.13.** A User who has transferred information about another person to the Company guarantees that the User has received from such person all the necessary consent to use and process data according to the terms specified in the Privacy Policy in accordance with applicable law, as well as consent to provide the data received and the right to process them according to the terms specified in the Privacy Policy of the Company. A User who transferred information about another person to the Company is solely liable for failure to fulfill this obligation to the Company and third parties.

5. The Company's rights and obligations

- 5.1.** The Company has the right to transfer its rights and obligations under these Terms to third parties for execution without additional consent from the User.
- 5.2.** The Company has the right to block the User's access to the App if the User violates his/her obligations and in the instances specified in paragraph 2.9. herein.
- 5.3.** The Company has the right to unilaterally restrict access to the App's features for organizational or technical reasons until such reasons are eliminated. The Company undertakes to promptly resolve problems encountered in the App's functioning and, if unable to do so, to notify the User of this in the App, on the Website, or through other means.
- 5.4.** If the User loses access or is unable to confirm his/her ownership of an account, the Company may refuse to restore access to such an account. To confirm that an account belongs to the User, the Company may initiate a procedure for identifying the User and/or his/her legal representative by sending an SMS with a verification code to the User, to avoid violating the rights and legitimate interests of third parties.

6. Intellectual property

- 6.1.** The Company and other copyright holders possess exclusive rights to all objects accessible through the App or the Website, including design elements, text, graphics, illustrations, scripts, programs, databases, and other objects (hereinafter referred to as 'Content'), as well as the App and the Website.

- 6.2.** Except as provided herein and by applicable law, no Content may be copied, reproduced, modified, distributed, published, downloaded, transmitted, sold, or otherwise used without the prior consent of the Company or the copyright holder.
- 6.3.** The use of intellectual property is allowed only for personal non-commercial purposes by reproducing and using the features of the App or the Website.

The use of Content and/or any other elements is only permitted within the framework of the features offered.

7. Warranties and liability of the parties

- 7.1.** The User agrees that third parties may be involved in the execution of these Terms and that these third parties are granted the same rights as the Company.
- 7.2.** The User guarantees that he/she will not take any action aimed solely at causing damage to the Company, copyright holders, or any other entities.
- 7.3.** The User confirms that he/she is the legal owner of the mobile device on which the App is installed and is a properly registered and legal user of mobile services that allow data transmission to use the App and identify the User.
- 7.4.** If the Terms herein and/or paragraphs 7.2.-7.3. of these Terms are violated, the User undertakes to reimburse the Company for property damage caused by such actions.
- 7.5.** Unless the User proves otherwise, any actions performed using his/her device and through his/her Account, if the User is registered, are considered to have been committed by the User in question.
- 7.6.** The App is provided on an "as is" basis. No guarantees are included or provided. The User uses the App at his/her own risk, and the Company does not guarantee that the App and its individual elements are free from errors or will function in accordance with the User's expectations. The presence of errors or shortcomings, which, among other things, lead to the inability of the App and/or its individual features to function on the

User's device, is not a basis for reimbursing any losses to or compensating the User.

The User is notified and agrees that his/her device may not support certain App features and that this does not constitute a basis for and/or does not require an exchange, return, or repair of the device.

7.7. The Company does not provide guarantees regarding the information provided through the App. Any information provided in the App is the result of processing a request and searching for the requested information. At the same time, the Company is not the party posting, publishing, or providing such information to the User or other third parties. The Company cannot guarantee that the information provided to the User at his/her request through the App from the Internet will meet the User's expectations.

7.8. The Company is liable to Users and third parties for the App's operability and functioning only if the App was downloaded and installed by the User from the official resources of the smartphone or mobile OS manufacturers: the App Store, Google Play, and/or Huawei AppGallery.

If the App was downloaded or installed by the User independently or with the help of third parties through other channels and resources, the Company does not bear any liability. Furthermore, the Company does not guarantee to the User the App's proper operation and/or functioning, the protection of the User's data from loss, and/or preservation of the integrity of the User's data. In taking actions to download or install the App through channels and resources that are not the official resources of the smartphone or mobile OS manufacturers, the User acts solely at his/her own risk.

8. Sending information to the User

8.1. By accepting these Terms, the User freely confirms his/her consent to be informed by messages sent via technically available means, including, but not limited to, via mobile phone number or e-mail address specified by the User during the process of registration, as well as via push messages in the App.

The Company may also post relevant information in the App itself.

- 8.2.** The Company may send messages related to:
- A)** Use of the App and services.
 - B)** Providing new functionality in the App.
 - C)** Technical support for Users.
 - D)** Improving the User experience of using the App and services.
- 8.3.** The list specified in this paragraph is not exhaustive and the Company has the right, at its discretion, to send other types of messages to the User, when necessary for the purposes of using the App.

9. Privacy

- 9.1.** The Company undertakes to comply with the procedures for processing the User's personal data established by applicable law, in particular, the provisions and requirements of the General Data Protection Regulation and ensure the data protection from unauthorized third-party access.

Personal data is processed by the Company in accordance with the Privacy Policy (paragraph 1.4. herein).

- 9.2.** The parties undertake to take all necessary measures to ensure the protection and security of information and documents exchanged in the App or that are available to the parties in connection with the use of the App's features.
- 9.3.** The User shall independently take the necessary measures to maintain the confidentiality of his/her App account, prevent unauthorized use, and protect his/her data from unauthorized third-party access.
- 9.4.** The Company undertakes to maintain confidentiality with respect to information that has become known to it in connection with the execution of these Terms of Service, except in cases when:
- A)** Such information is publicly available.
 - B)** Information is disclosed at the request or with the consent of the User.

- C)** Information must be provided to third parties to the extent necessary to fulfill these Terms, as provided for herein.
- D)** Information must be disclosed on the grounds of applicable law.

10. Links to third-party websites

- 10.1.** The App and the Website may contain links or provide access to other websites on the Internet (third-party websites) and content posted on these websites, which is the result of the intellectual activity of third parties and protected in accordance with applicable law. These websites and the content posted on them are not checked by the Company for compliance with the requirements of applicable law.
- 10.2.** The Company is not liable for any information or content posted on third-party websites which the User accesses through the App or through the Website, including any opinions or statements expressed on third-party websites.
- 10.3.** The User acknowledges that when following a link contained in the App to a third-party website, the relationship between the Company and the User is terminated. These Terms no longer apply to the User, and the Company is not liable for the User's use of the content, the legality of such use, and the quality of the content posted on third party websites.

11. Final provisions

- 11.1.** In the event of any disputes or disagreements related to these Terms, the User and the Company will make every effort to resolve them through negotiations. If disputes are not resolved through negotiations, the disputes shall be resolved in the appropriate competent court at the Company's location in the manner prescribed by the current legislation of the country where the Company is located.
- 11.2.** These Terms are effective for the User from the moment they are accepted by the User in accordance with paragraph 1.6. herein and are valid until they are changed or terminated by the Company or the User in the cases provided for by these Terms.

- 11.3. If any provision of these Terms of Service is held invalid or unenforceable in whole or in part in any jurisdiction, that provision will be invalid in that jurisdiction without affecting the validity or enforceability of the remainder of these Terms.
- 11.4. These Terms of Service are drawn up in accordance with the laws of the country where the Company is located (the Netherlands). Issues not regulated by these Terms of Service are subject to resolution under the laws of the Netherlands.
- 11.5. Appeals, proposals, and claims from individuals and legal entities to the Company, related to the content and operation of the App or to violations of the rights and interests of third parties, the requirements of the applicable legislation, and inquiries by entities authorized by applicable law, can be sent by e-mail to support@swooapp.com.

ADDENDUM
TO THE TERMS OF USE

Terms of Use of the Swoo Pay Service

These Terms of Use of the Swoo Pay service are in addition to the main Terms. The use of Swoo Pay is governed by this Addendum as well as the Privacy Policy.

The Swoo Pay service allows the User to initiate payment transactions using the virtual account number provided by the payment system, which is associated with the bank card (hereinafter referred to as the 'Card') registered in the App.

1. Terms and definitions

NFC is a technology that processes Near Field Communication protocols and routes communication between the App and the point-of-sale terminal.

Issuer is the credit institution or participant in the payment system that issues and maintains the Cards.

Swoo Pay service (Swoo Pay) is a service in the App through which Users can make simple, secure and confidential payments in stores. Payment transactions are carried out between the User, the seller and the Issuer.

2. Payment methods

In stores, through the User's NFC-enabled device, payment is made using the installed App or the selected default payment method in the settings of the Android device.

At the User's request, Swoo Pay provides information from the User's account in the App to third-party sellers to pay for their goods and services in the form of a card token, which complies with the PCI DSS international standard.

3. General requirements for use

For the use of Swoo Pay, the User needs a device with Android version 8.0 or higher that supports NFC technology and a registered account in the App.

If the User's device runs on an Android version earlier than 8.0, then the use of Swoo Pay may be available, but Cardsmobile cannot guarantee the correct operation of Swoo Pay and full technical support.

If the User's device does not have NFC technology, the User will not be able to use contactless payment in Swoo Pay.

4. Beginning of use

In order to start using Swoo Pay, the User must add the Card in the App.

The User can add the Card manually by entering his/her name, card number, expiration date and CVC. After all the fields are filled in, the Card is verified with the Issuer and in the payment system. If the Card is successfully verified, the App stores the virtual account number associated with the Card, which will be used for contactless payment.

Swoo Pay is available worldwide but is not compatible with all Issuers. The list of Issuers may change at any time.

5. Removing the Card from Swoo Pay

The Card may be removed from Swoo Pay and will not be available for use in the following cases:

- if the User deletes the Card;
- if the User deletes the account in the App;
- if the User does not use Swoo Pay on his/her device for more than one (1) year;
- if Cardsmobile receives a request from the Issuer to remove the Card from Swoo Pay.

6. Using Swoo Pay

The use of Swoo Pay is subject to this Addendum and the relevant terms of use and privacy policy of the Issuer. Nothing in this Addendum modifies any such Issuer terms. In the event of any inconsistency between this Addendum and Issuer's terms or privacy policy, this Addendum will govern the relationship between the User and the Issuer with respect to Swoo Pay, and the Issuer's terms will govern the relationship between the User and the Issuer.

Cardsmobile:

- does not represent or verify that any of User's payment instruments is in good standing or that the Issuer will authorize or approve any transaction with the merchant when Swoo Pay is used by the User for that transaction. For any concerns relating to the foregoing, please contact the Issuer;
- is neither party to User's transactions and related purchases, nor the buyer or seller in connection with any transaction. For details or terms relating to a specific transaction, including refund or dispute resolution policies, the User should refer to the terms of service, help centre or other support materials provided by the seller with which the User made the transaction.

The User agrees:

- 1) that Swoo Pay may receive information from the Issuer in order to show the history of the User's recent transactions and visual information about them;
- 2) not to use Swoo Pay for illegal or fraudulent purposes or in any other way that violates the current provisions of applicable law;
- 3) to use Swoo Pay solely for personal purposes and only with Cards that are issued by the Issuer in the User's name.

The User undertakes not to directly or indirectly disrupt the operation of Swoo Pay, and not to use other Cardsmobile infrastructure in unacceptable ways.