

Terms of Service

THESE TERMS OF USE CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

By accessing or using the SwapZilla website and API located at <https://SwapZilla.co> and <wss://api.SwapZilla.co> respectively (the "Site") or the SwapZilla application (the "App") and any services made available through the Site (collectively, the "Services"), you ("User" and collectively with others using the platform "Users") agree to be bound by these Terms of Use ("Terms"). The Services are owned and controlled by SwapZilla, LLC, a Hong Kong corporation ("SwapZilla"), and the terms "we," "us," and "our" refer to SwapZilla, Limited. These Terms affect your legal rights and obligations, including but not limited to the binding arbitration provisions contained in Section 21 below that may significantly affect your legal rights, including your right to file a lawsuit in court and to have a jury hear your claims. If you do not agree to be bound by these Terms, do not access or use the Services.

SwapZilla reserves the right to change or modify the terms and conditions contained in these Terms, including but not limited to any policy or guideline of the Site or the App, at any time and at its sole discretion. We will provide notice of these changes by posting the revised Terms to the Site and/or the App and changing the "Last Revised" date at the top of the Terms, or by emailing Users at their provided email addresses, or by any other means as determined by SwapZilla. Method of notification will be left to SwapZilla's sole discretion. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Any changes or modifications will be effective immediately upon posting the revisions to the Site or at the instant that SwapZilla transmits the information to the Users (e.g. via email). These changes will apply at that instant to all then current and subsequent uses of the Site. You waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Site acts as acceptance of such changes or modifications. If you do not agree to the Terms in effect when you access or use the Site or the App, you must stop using the Site and/or the App.

PREAMBLE

SwapZilla provides an online service (the "Platform") that allows Users to exchange between themselves different blockchain tokens, which are data that typically represents transaction, access, or other participation rights on corresponding blockchain networks (collectively, "Tokens"). SwapZilla may make available to Users other ancillary services to facilitate the exchange of tokens like lending, limit orders, and stop orders.

1. ELIGIBILITY

By accessing or using the Site or the App, you represent and warrant that you are at least 18 years old and have not previously been suspended or removed from the Site or the App. You also represent and warrant that you are not a resident of a Restricted State. The list of Restricted States is subject to change at any time. In the event a state becomes a Restricted State, SwapZilla will provide Users residing in that state with notice via email, a notification on our Site, or other means as we deem necessary, regarding their access to the Services.

You represent and warrant that you will not use the Site or the App if the laws of your country prohibit you from doing so in accordance with these Terms.

Finally, you represent and warrant that you will not be using this site or the App for any illegal activity, including but not limited to illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data or the financing of terrorism, or other violent activities.

Notwithstanding the foregoing, SwapZilla may not make the Services, in whole or in part, available in every market, either in its sole discretion or due to legal or regulatory requirements, depending on the User's location.

2. ACCOUNT AND INITIAL FUNDING; THIRD PARTY TRANSFERS

In order to access and use the Services, you must create an account with SwapZilla (an "Account"). You agree to: (a) provide accurate, current and complete information when creating the Account; (b) maintain and promptly update your Account information to keep it accurate, complete, and current; (c) maintain the security and confidentiality of your login credentials and restrict access to your Account and your computer, tablet, or mobile device; (d) promptly notify SwapZilla if you discover or otherwise suspect any security breaches related to the Site, the App, or your Account; and (e) take responsibility for all activities that occur under your Account and accept all risks of unauthorized access.

You must provide SwapZilla with a valid email address to create an Account. You agree to keep your email address on file with us updated. You may withdraw your consent to receive emails by sending a withdrawal notice to SwapZilla, understanding that SwapZilla may suspend or terminate your ability to use the Services. You understand and agree that if SwapZilla sends you an electronic communication but you do not receive it because your email address on file is incorrect or out of date, or because our email is blocked by your service provider or intercepted by your spam filter, or you are otherwise unable to receive electronic communications, SwapZilla will be deemed to have provided the communication to you regardless.

SwapZilla does not allow Users to exchange Tokens for money; Users can only exchange Tokens for other Tokens. In order to fund your Account and begin trading, you will need to first procure Tokens. Once procured, you must send Tokens to the address provided by SwapZilla and wait for the balance to appear in your Account. It is your responsibility to ensure you send Tokens to the correct address provided for that particular Token, else your funds may never be recovered. SwapZilla makes no representations or warranties regarding the amount of time that may be required to complete transfer of your Tokens from a third party wallet or other source and have such Tokens become available in your Account.

When you elect to transfer Tokens from your Account to a third party wallet or other location, it is always possible the party administering the new location may reject your transfer or that the transfer may fail due to technical or other issues affecting our platform. You agree that you shall not hold SwapZilla liable for any damages arising from a rejected transfer.

SwapZilla reserves the right to limit the number of Accounts that any User or such User's affiliates can open or hold.

3. PRIVACY POLICY

Your privacy is important to us. We only share your information with third parties as outlined in our Privacy Policy or as required to do so by law enforcement, court order, or in compliance with identity verification or legal reporting obligations in SwapZilla's sole judgment.

4. CONFIDENTIALITY OF THE TRANSMISSION OF INFORMATION OVER THE INTERNET

The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks may not always be secure, and is subject to possible loss, interception, or alteration while in transit. Accordingly, SwapZilla does not assume any liability, without limitation, for any loss or damage you may experience or costs you may incur as a result of any transmissions over the Internet or other publicly accessible networks, including but not limited to transmissions involving the Platform or e-mail with SwapZilla containing your personal information. While SwapZilla will take commercially reasonable efforts to safeguard the privacy of the information you provide to SwapZilla and will treat such information in accordance with SwapZilla's Privacy Policy, in no event will the information you provide to SwapZilla be deemed to be confidential, create any fiduciary obligations for SwapZilla, or result in any liability for SwapZilla in the event that such information is negligently released by SwapZilla or accessed by third parties without SwapZilla's consent.

5. RISK DISCLOSURE STATEMENT

SwapZilla provides an execution-only service and does not advise on the merits of any particular transactions or their tax consequences. As a general matter, Users should be aware of the following prior to utilizing our Services.

Trading Tokens can be extremely risky. Each particular Token has a unique feature set that makes it more or less likely to fluctuate in value. In addition, factors beyond SwapZilla's control may affect market liquidity for a particular Token, such as regulatory activity, market manipulation, or unexplainable price volatility. Blockchain networks may go offline as a result of bugs, hard forks, or a number of other unforeseeable reasons. SwapZilla does not assume the risk of losses due to trading or due to factors beyond its control regarding the viability of specific blockchain networks. As a general matter, we advise Users with limited trading experience and low risk tolerance not to engage in active trading. Speculating on the value of Tokens is high risk and Users should never trade more than they can afford to lose.

Understanding Tokens requires advanced technical knowledge. Tokens are often described in exceedingly technical language that requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks. Listing of a Token on SwapZilla does not indicate approval or disapproval of the underlying technology regarding any Token, and should not be used as a substitute for your own understanding of the risks specific to each Token. We give you no

warranty as to the suitability of the Tokens traded under these Terms and assume no fiduciary duty in our relations with you.

You accept the risk of trading Tokens. In entering into any transaction on the Platform, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks of the transaction and the underlying Tokens. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction or any underlying Token.

You are responsible for complying with applicable law. You agree that SwapZilla is not responsible for determining whether or which laws may apply to your transactions, including tax law. You are solely responsible for reporting and paying any taxes arising from your use of the Services.

You are aware of and accept the risk of operational challenges. SwapZilla may experience sophisticated cyber attacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions in the Service. You understand that the Service may experience operational issues that lead to delays on our platform. You agree to accept the risk of transaction failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks. You agree not to hold SwapZilla accountable for any related losses.

SwapZilla does not advise on trading risk. If at any point SwapZilla or its representatives do provide trading recommendations, market commentary, or any other information, the act of doing so is incidental to your relationship with us and imposes no obligation of truth or due diligence on behalf of SwapZilla or its representatives.

SwapZilla is a regulated entity and must comply with applicable law. Applicable law, regulation, and executive orders may require SwapZilla to, upon request by government agencies, freeze withdrawals or trading (or both), or provide information regarding your account. Further, our recordkeeping and customer verification procedures are subject to change at any time as required by law or industry practices. We must comply with the law and you accept any inconveniences to you or other consequences resulting from our compliance.

Users accept all consequences of sending Tokens to an address off our platform. Token transactions may not be reversible. Once you send Tokens to an address, you accept the risk that you may lose access to your Tokens indefinitely. For example, an address may have been entered incorrectly and the true owner of the address may never be discovered, or an address may belong to an entity that will not return your Tokens, or an address belongs to an entity that may return your Tokens but first requires action on your part, such as verification of your identity.

6. MARGIN TRADING

Margin trading on SwapZilla is HIGH RISK. As a borrower, you may sustain a total loss of Tokens, or owe Tokens beyond what you have deposited to your Account. The high volatility and substantial risk of illiquidity in markets means that you may not always be able to liquidate your position.

You agree to maintain a sufficient amount of Tokens at all times to meet SwapZilla's minimum balance requirements, as such requirements may be modified from time to time. If the value of the assets in your Account falls below the minimum balance requirement or SwapZilla determines, at its sole discretion, that your Account appears to be in danger of defaulting on a loan, SwapZilla may seize and liquidate any or all of your positions and assets on any balance in your Account in order to settle your debt to other Users. If, after your positions and assets are liquidated, your Account still contains insufficient Tokens to settle your debts to other Users, you will be responsible for any additional Tokens owed. Intentionally defaulting on a loan may result in SwapZilla reporting your activities to authorities and/or in legal prosecution.

Although SwapZilla takes several precautions to prevent a User from defaulting on a loan, the high volatility and substantial risk of illiquidity in markets means that SwapZilla cannot make any guarantees to any Users using the Services against default. When you lend Tokens to other Users, you risk the loss of an unpaid principal if the borrower defaults on a loan and liquidation of the borrower's Account fails to raise sufficient Tokens to cover the borrower's debt.

Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, if there is insufficient liquidity in the market or due to technical issues on our platform. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders. The use of leverage can work against you as well as for you and can lead to large losses as well as gains.

All Users understand that the technology underlying Tokens is subject to change at any time, and such changes may affect your assets stored on our platform. You claim full responsibility for monitoring such technological changes and understanding their consequences for your Tokens. Users conduct all trading, margin trading, lending, and/or borrowing on their own account and SwapZilla does not take any

responsibility for any loss or damage incurred as a result of your use of any Services or your failure to understand the risks involved in Token use generally or your use of our Services.

7. LIMITED LICENSE; FEES

SwapZilla grants you a limited, nonexclusive, nontransferable license, subject to these Terms, to access and use the Services, and the content, materials, information, and functionality available in connection therewith (collectively, the "Content") solely for information, transactional, or other approved purposes as expressly permitted by SwapZilla from time to time. Any other use of the Services or Content is expressly prohibited. All other rights in the Platform or Content are reserved by us and our licensors. You will not otherwise copy, transmit, distribute, sell, resell, license, de-compile, reverse engineer, disassemble, modify, publish, participate in the transfer or sale of, create derivative works from, perform, display, incorporate into another website, or in any other way exploit any of the Content or any other part of the Services or any derivative works thereof, in whole or in part for commercial or non-commercial purposes. Without limiting the foregoing, you will not frame or display the Site, the App, or Content (or any portion thereof) as part of any other web site or any other work of authorship without the prior written permission of SwapZilla. If you violate any portion of these Terms, your permission to access and use the Platform may be terminated immediately pursuant to these Terms. In addition, we reserve the right to avail ourselves of all remedies available at law and in equity for any such violation. "SwapZilla.co", "SwapZilla", and all logos related to the Services or displayed on the Site, or within the App, are either trademarks or registered marks of SwapZilla or its licensor. You may not copy, imitate or use them without SwapZilla's prior written consent.

In consideration for the use of the Services, you agree to pay to SwapZilla the fees for completed trades, which SwapZilla may revise or update in its sole discretion from time to time. You authorize SwapZilla to deduct any applicable fees from your Account at the time you make a given transaction. Changes to the fee schedule are effective as of the date set forth in any revision and will apply prospectively from that date forward.

SwapZilla does not, as a general rule, participate in promotions without an official pronouncement, either on our Site or elsewhere. You promise to obtain prior written approval prior to releasing any statements, written media releases, public announcements and public disclosures, including promotional or marketing materials, relating to SwapZilla.

8. COPYRIGHT INFRINGEMENT

If you believe anything on the Site infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

SwapZilla Limited
Queens Road East
Hong Kong

You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

9. ATTACKS ON BLOCKCHAIN NETWORKS

SwapZilla does not have any ability to prevent or mitigate attacks on blockchain networks. With respect to its platform, SwapZilla reserves the right to take the following commercially reasonable actions in the event of an attack: (i) If SwapZilla is able to confirm that a Token active on the Platform has been compromised or is under attack, SwapZilla may immediately halt trading, deposits, and withdrawals for such Token; (ii) if it is determined that such an attack caused the Token to greatly decrease in value, SwapZilla may discontinue trade activity on such Token entirely. SwapZilla does not have any obligation to engage in activity in relation to attacks on blockchain networks.

Resolutions concerning deposits, withdrawals, and User balances for an attacked Token will be determined on a case-by-case basis by SwapZilla in its sole discretion. SwapZilla makes no representation and does not warrant the safety of the Platform and is not liable for any lost value or stolen property, whether or not SwapZilla was negligent in providing the proper security.

10. THIRD PARTY CONTENT

SwapZilla and its Users may provide third party content on the Site, or the App and may provide links to web pages and content that are not owned or controlled by SwapZilla (collectively the "Third Party Content") as a service to those interested in this information. SwapZilla does not control, endorse, or

adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including but not limited to its accuracy or completeness. You acknowledge and agree that SwapZilla is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. You acknowledge that your use of such Third Party Content is at your own risk. Your business dealings or correspondence with, or participation in promotions of, any third parties, and any terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and such third parties. SwapZilla is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such Third Party Content on the Site or the App.

11. COPYRIGHT OF FEEDBACK MATERIALS

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information or commentary you provide on our platform or one of our social media accounts, regarding SwapZilla or the Services (collectively, "Feedback") that are provided by you, whether by email, posting to the Site or otherwise, are non-confidential and will become the sole property of SwapZilla. SwapZilla will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

12. USER CONDUCT AND OBLIGATIONS

In connection with your use of the Services and in addition to the list of prohibited activities in Section 1 above, you will not:

- Violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member through your use of the Services;
- Provide false, inaccurate, incomplete or misleading information;
- Infringe upon SwapZilla's or any third party's copyright, patent, trademark, or intellectual property rights;
- Distribute unsolicited or unauthorized advertising or promotional material, any junk mail, spam, or chain letters;
- Use a web crawler or similar technique to access our Services or to extract data,
- Reverse engineer or disassemble any aspect of the Site, the App or Services in an effort to access any source code, underlying ideas and concepts, and algorithms;
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
- Transmit or upload any material to the Site that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
- Otherwise attempt to gain unauthorized access to the Site, the App, other SwapZilla Accounts, computer systems or networks connected to the Site, through password mining or any other means; or
- Transfer any rights granted to you under these Terms.

13. NO TRANSFERABILITY

While the Account and the Services provided to a User are not transferable under any circumstance and shall be used only by the User, SwapZilla shall have the right to transfer, assign, or sell all the rights, benefits, or obligations to any person and these Terms shall continue to be in force and effect for the benefit of the successors and assigns of SwapZilla or its lenders, if any.

14. ELECTRONIC TRADING TERMS

SwapZilla does not own or control any of the underlying software through which blockchain networks are formed and Tokens are created and transacted. In general, the underlying software for blockchain networks tends to be open source such that anyone can use, copy, modify, and distribute it. By using the Services, you acknowledge and agree (i) that SwapZilla is not responsible for operation of the underlying software and networks that support Tokens and that SwapZilla makes no guarantee of functionality,

security, or availability of such software and networks; and (ii) that the underlying protocols are subject to sudden changes in operating rules (a/k/a "Forks"), and that such Forks may materially affect the value, function, and/or even the name of the Tokens you store in your Account. In the event of a Fork, you agree that SwapZilla may temporarily suspend the Services (with or without advance notice to you) and that SwapZilla may, in its sole discretion, (a) configure or reconfigure its systems or (b) decide not to support (or cease supporting) the Forked network entirely, provided, however, that you will have an opportunity to withdraw Tokens on at least one of still existant underlying networks. You acknowledge and agree that SwapZilla assumes absolutely no responsibility whatsoever in respect of any underlying software protocols, whether Forked or not.

SwapZilla may delist a Token at any time in its sole discretion based on a number of factors, one of which may include changes in a given Token's characteristics after SwapZilla has listed the Token.

A transaction on the Platform may fail for several reasons, including but not limited to change in seller prices, insufficient margin, or unanticipated technical difficulties. We make no representation or warrant that any transaction will be executed properly. SwapZilla is under no circumstances liable for any loss or injury suffered by a failure of a transaction to complete properly or in a timely manner. Further, SwapZilla is in no way responsible for notifying you of a transaction failure. The User has full responsibility to determine and inquire into the failure of any transaction the User initiates.

In the event that you receive any data, information, or software through our Services other than that which you are entitled to receive pursuant to these Terms, you will immediately notify us and will not use, in any way whatsoever, such data, information, or software. If you request a withdrawal of Tokens and we cannot comply with it without closing some part of your open positions, we will not comply with the request until you have closed sufficient positions to allow you to make the withdrawal.

SwapZilla may refuse to execute a trade, impose trade amount limits or restrictions at any time in its sole discretion without notice. Specifically, SwapZilla reserves the right to refuse to process, or the right to cancel or reverse, any transaction or disable a User's deposit address on the Platform where SwapZilla suspects the transaction involves money laundering, terrorist financing, fraud, or any other type of crime or if SwapZilla suspects the transaction relates to a prohibited use as stated in our Terms, including transactions involving the opening of an Account and subsequent closure without any actual trading occurring. SwapZilla provides deposit Accounts to enable trading using the Services and does not allow Users to use such Accounts as a web wallet or address changing service. We reserve the right to halt deposit activity at our sole discretion. While SwapZilla may in its discretion reverse a trade, a User may not change, withdraw, or cancel its authorization to make a transaction, except with respect to partially filled orders.

SwapZilla may correct, reverse, or cancel any trade impacted by an error in processing your purchase or otherwise. Your remedy in the event of an error will be limited. You may seek to cancel your order or obtain a refund of any amounts charged to you, although we cannot guarantee such cancellations or refunds will always be possible.

SwapZilla provides its Users with a platform that allows their orders to be matched with the orders of other Users. Orders may be partially filled or may be filled by a number of orders, depending on the trading activity at the time an order is placed.

The Tokens that are available for purchase through the Services may be subject to high or low transaction volume, liquidity, and volatility at any time for potentially extended periods. You acknowledge that while we are using commercially reasonable methods to provide exchange rate information to you through our Services, the exchange rate information we provide may differ from prevailing exchange rates made available by third parties. Similarly, the actual market rate at the time of your trade may be different from the indicated prevailing rate depending on the velocity of trading in the Tokens involved in your trade. You agree that SwapZilla is not liable for price fluctuations or differences in actual versus indicated rates.

15. PERMANENT WITHDRAWAL OF SERVICE

SwapZilla may (a) suspend or terminate your access to the Services, and (b) deactivate or cancel your Account as required by a valid subpoena or court order, or if SwapZilla suspects you or others of using your Account in furtherance of illegal activity. You will be permitted to transfer Tokens associated with your Account for ninety (90) days after Account deactivation or cancellation unless such transfer is otherwise prohibited (i) under the law, or (ii) by a valid subpoena or court order. If any transaction is in a pending state at the time your Account is cancelled or suspended, such transaction may be cancelled and/or refunded as appropriate. You may not cancel your Account if SwapZilla believes in its sole discretion that such cancellation is being performed in an effort to evade an investigation or avoid paying any amounts otherwise due to SwapZilla. Upon cancellation of your Account, you authorize SwapZilla to cancel or suspend pending transactions and, after providing electronic notice to you, return the Tokens associated with such transactions to the wallet address you provide to SwapZilla. In the event that you or SwapZilla terminates this agreement or your access to the Services, or deactivates or cancels your Account, you will

remain liable for all amounts due hereunder. In the event that a technical problem causes system outage or Account errors, SwapZilla may temporarily suspend access to your Account until the problem is resolved.

16. OWNERSHIP OF TOKENS

You hereby certify to us that any Tokens used by you in connection with the Platform are either owned by you or that you are validly authorized to carry out transactions using such Tokens, and that all transactions initiated with your Account are for your own Account and not on behalf of any other person or entity.

17. INDEMNIFICATION

You agree to indemnify, defend and hold SwapZilla, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees, and representatives, harmless from any claim or demand (including attorneys' fees and costs and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to (i) your breach of these Terms, (ii) your use of Services, or (iii) your violation of any law, rule, or regulation, or the rights of any third party.

18. DISCLAIMER OF WARRANTIES

SWAPZILLA PROVIDES NO GUARANTEE AS TO THE PERFORMANCE OR THE UNINTERRUPTED AVAILABILITY OF THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SWAPZILLA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES. SWAPZILLA DOES NOT REPRESENT OR WARRANT THAT THE SERVICES AND THE INFORMATION CONTAINED THEREIN ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. SWAPZILLA WILL MAKE REASONABLE EFFORTS TO ENSURE THAT TRANSACTIONS ON THE PLATFORM ARE PROCESSED IN A TIMELY FASHION, BUT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE AMOUNT OF TIME NEEDED TO PROCESS SUCH TRANSACTIONS. BECAUSE TOKEN TRANSFERS ON AND OFF THE PLATFORM ARE DEPENDENT UPON MANY FACTORS OUTSIDE OF OUR CONTROL INCLUDING DENIAL OF SERVICE ATTACKS AND THE LIQUIDITY OF THE TOKENS TRADED ON OUR PLATFORM, AMONG OTHER FACTORS, SWAPZILLA MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SUCCESS OF, OR THE AMOUNT OF TIME NEEDED FOR, TOKEN TRANSACTIONS. YOU ALSO ACKNOWLEDGE THAT ANY INFORMATION THAT YOU STORE OR TRANSFER USING THE SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, THIRD PARTY PROTOCOL CHANGES, INTERNET OUTAGES, THIRD PARTY DENIAL OF SERVICE ATTACKS, ACTS OF GOD OR UNSCHEDULED MAINTENANCE. YOU ARE ENCOURAGED TO BACK UP AND SAFEGUARD YOUR INFORMATION, INCLUDING LOGIN CREDENTIALS, AT ALL TIMES.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

Additionally, you acknowledge that SwapZilla does not act or serve as your broker, intermediary, agent, or advisor with respect to any transaction you make or propose to make using the Services and owes you no fiduciary duty.

19. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SWAPZILLA SHALL HAVE NO LIABILITY FOR ANY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR TORT DAMAGES, OR LOST PROFITS) IN CONNECTION WITH YOUR USE OF THE SERVICES, EVEN IF SWAPZILLA HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SWAPZILLA'S LIABILITY FOR MONEY DAMAGES UNDER THESE TERMS EXCEED THE AMOUNT OF FEES RECEIVED FROM YOU DURING THE PRECEDING SIX (6) MONTH PERIOD.

20. APPLICABLE LAW AND VENUE

If under Section 21 below a legal or equitable claim is subject to arbitration.. If under Section 21 below a legal or equitable claim is not subject to arbitration, you agree that the laws of England and Wales, apply.

You agree that any legal or equitable claim arising out of or relating to your use of the Services or these Terms that is not subject to arbitration will be filed only in the state courts of England and Wales. You irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action, or proceeding arising out of these Terms.

21. ARBITRATION

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.

To expedite and control the cost of disputes, you and we agree that any legal or equitable claim arising out of or relating to your use of the Services or these Terms, including the formation, validity, enforceability, scope, or applicability of these Terms, including this Section 21 (referred to as a “Claim”) will be resolved as follows: except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), **any** dispute arising under your use of the Services shall be finally settled on an individual basis through confidential, binding arbitration in accordance with the London Court of International Arbitration's rules for arbitration of consumer-related disputes, and you and SwapZilla hereby **expressly waive trial by jury**. This means that all claims other than intellectual property lawsuits, such as copyright or trademark infringement lawsuits, or claims seeking non-monetary relief would be subject to binding arbitration. This includes claims which may pre-date this agreement. The arbitration shall take place in England and Wales, in the English language and the arbitral decision may be enforced in any court. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. Payment of all filing, administration and arbitrator fees will be governed by the LCIA's rules. The prevailing party in any action or proceeding to enforce this agreement shall be entitled to costs and attorneys' fees.

To begin an arbitration proceeding, you must send a letter by mail requesting arbitration and describing your claim to our counsel:

SwapZilla, LLC, Queens Road East, HK

ADDITIONALLY, YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. If a court regulator with oversight over SwapZilla decides that applicable law precludes enforcement of any of this section's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court, subject to your and SwapZilla's right to appeal the court's decision. All other claims will be arbitrated.

24. SURVIVAL

(Third Party Content), (Feedback), (Indemnification), (Disclaimer of Warranties), (Limitation on Liability), (Applicable Law and Venue), (Arbitration), (Survival), (Severability), (Integration), (Force Majeure) and 28 (Governing Language and Translations) will survive any termination or expiration of these Terms.

25. SEVERABILITY; WAIVER

If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. Any delay or failure by SwapZilla to enforce any of its rights shall not constitute a continuing waiver of such rights.

26. INTEGRATION

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms and any policies or operating rules posted by us constitutes the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms). Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

27. FORCE MAJEURE

In addition to applicable disclaimers stated above, SwapZilla's performance under these Terms shall be excused in the event of interruption and/or delay due to, or resulting from, causes beyond its reasonable control, including but not limited to acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, flood, snow storm, earthquake, explosion, embargo, acts of terrorism, power failure, equipment failure, industrial or labor disputes or controversies, acts of any third party data provider(s) or other third party information provider(s), third party software, or communication method interruptions.

28. GOVERNING LANGUAGE AND TRANSLATIONS

You agree that these Terms, SwapZilla's Privacy Policy, and other notices posted through the Services have been drafted in English. Although translations in other languages of any of the foregoing documents may be available, such translations may not be up to date or complete. Accordingly, you agree that in the event of any conflict between the English language version of the foregoing documents and any other translations thereto, the English language version of such documents shall govern.

29. UNCLAIMED PROPERTY

If SwapZilla is unable to return your Tokens to a third party Account for you after a period of inactivity, SwapZilla may report and remit the Tokens to an applicable government agency pursuant to applicable escheatment or unclaimed property laws.

30. QUESTIONS AND CONTACT INFORMATION

To contact support, go to SwapZilla Support and open a ticket. Please provide all relevant information, including your SwapZilla Username and transaction IDs of any related deposits. Although we make no representations or provide no warranties about the speed of response, we will get back to you as soon as possible.