

Terms of Service

Thank you for joining Swapi Swapu. We hope you will enjoy using the membership services provided by Xenia Vision Ltd (hereinafter "the Company"). To protect your rights, please carefully read these Terms and Conditions of Service. You hereby agree that by clicking the 'I accept' button online shall be deemed - to signify that - you have read, understood and you are willing to comply with the Terms and Conditions of the Service, including all stipulations under Matters of Attention.

Reminder: If you are a minor (younger than 18 years old), you must inform your legal representative (such as: parent, guardian) and request them to read, understand, and accept the Terms and Conditions of the Service, and obtain permission from your legal representative (such as: parent, guardian) to allow you to proceed. Use or continued use of the Swapi Swapu membership services shall be deemed as your acceptance of these Terms and Conditions of the Service and other means of expression as well as permission from your legal representative to use the Service.

1. Compliance with membership rules and laws and regulations:

You understand that by accepting this Terms and Conditions of Service, you become a member of Swapi Swapu service and can use the Swapi Swapu services provided by the Company (hereinafter "the Service"). When you use the Service as a member, you agree to abide by this Terms and Conditions of Service and you accept other rules of the Company relating to the Swapi Swapu membership (including but not limited to Customer Service Center Content, Management Rules, Notices and Matters of Attention), and laws and regulations.

2. Description of the Services:

(A) Members who have accepted this Terms and Conditions of Service must prepare their own computer or mobile device to access the Internet, and bear related telecommunications cost, including but not limited to Internet connection fees and telephone charges.

(B) When you have completed the registration process, you have acquired the Swapi Swapu membership, and you may start using the Service, including but not limited to using the Swapi Swapu to browse goods & services, post goods & services, set up wish lists, and execute transactions with other members. You accept that using the Service as a member, all ownership rights to the content of the Services belong to the Company, its partners or any third party designated by Company. You may only use the Services as permitted by this Terms and Conditions of Service, and are not permitted to lease, lend, transfer [your membership rights] or allow a third party to use [the Services].

(C) The Company may add, modify, cancel, or terminate, in whole or in part, systems, services, or features related to the Service, and you agree that the Company does not need to notify members individually. You agree that this Terms and Conditions of the Service apply to existing and future services to be provided by the Company.

(D) The Service refers to the Swapi Swapu online exchange platform service provided by the Company. In addition to free services, you may, after paying an additional fee, access and use additional advanced features of the Service. To protect the security of your transactions, please use legal and legitimate methods of making payments for purchases made through the Service. If you use false methods to execute a purchase transaction, make payment, or use other services, the Company may terminate this Terms and Conditions of Service, your membership and user rights to any or all parts of the Service at any time.

3. Obligation of truthful registration:

Based on the services provided by Swapi Swapu, you warrant that in response to the items presented during the registration process, you will provide your correct, truthful, and complete personal details at the time of registration. Whenever your personal details change, please update them immediately to keep personal information correct, true, and complete. In the event that your use of any untruthful registration details or fraudulent use of the name of another person harms the rights and interests of another person or violates the law, you shall be solely legally liable. You accept that the Company has the right to terminate your membership and/or user rights to any or all parts of the Service when your personal data are untruthful or no longer match with your personal details as a result of your failure to update your personal data.

4. Additions and amendments of member rules:

Any additions or amendments to these Terms and Conditions of the Service will be announced on the Company's website or Official notification from Swapi Swapu APP or Web, and the Service will not notify members individually. Your use or continued use of this Service after amendment of these Terms and Conditions of the Service will be deemed as your informed acceptance of these revised terms.

5. Termination and Change of Service

1. Untruthful membership registration data.

2. Registering or using a username for this Service consisting of characters other than English letters and numerals or indecent words.

3. Using the name of another person to register for this Service.

4. Violation of this Terms and Conditions of the Service.

5. Other use of this Service deemed unfair or unreasonable by the Company.

6. Member's behavior using the Service causing the damage, or fear or harassment thereof, to the Company.

In the event that you violate any terms stated above, the Company may terminate your membership and/or user rights to any or all parts of the Service and shall not be responsible for any liability for damage or compensation to you or third parties related to any inconvenience or loss caused by the termination or modification of the Service or the termination.

6. Suspension or interruption of the Service:

(A) Under the following circumstances the Company may suspend or interrupt the Service in whole or in part without being liable for damages or compensation to you:

i. in the event of migration, modification, or maintenance of system equipment for this Service;

ii. in the event of suspension, interruption, modification, or cancellation of the Service due to causes not attributable to the Company;

iii. in the event of termination, interruption, modification, or cancellation of the Service due to force majeure.

(B) When the Company must suspend or interrupt, in whole or in part, due to migration, modification, or maintenance of system equipment, the Company will announce such suspension or interruption on its official website or through email.

(C) Membership fees (if any) during suspension, interruption, cancellation, or modification of the Service due to your violations of law, the Terms and Conditions of the Service, or causes not attributable to the Company, will be charged based on the usual standards.

(D) You shall take appropriate security protection measures for your computer or mobile device at all times, to avoid inconvenience to yourself caused by suspension or interruption of the Service, loss of data, or other financial or time losses, to protect your rights and interests.

7. Members' obligations and responsibilities:

(A) You may not use the Service for any commercial, illegal, or inappropriate behavior.

(B) In addition to compliance with Terms and Conditions of Service, you agree to abide by the Company's rules of operation, its management rules, the rules governing the use of Internet-related international conventions and etiquette, and agree not to engage in the following list of behavior. If it has been determined, by Company's sole discretion, that you have engaged in the following conduct, the Company may directly remove or delete such content and take follow-up action. In the event of violation of major rules, repeated regulations, or continued violations after a warning, the Company may directly remove or delete such content, and may temporarily or permanently suspend your rights. You agree that the Company has the right to execute the provisions regarding termination of the Service in the event of conduct violating major provisions, and to demand compensation for damage caused, as follows:

1. Any medical-related equipment or medical supplies (including, but not limited to, drugs or treatments related to weight loss, breast enhancement, or muscle growth, and contact lenses, myopia glasses, reading glasses, etc.) Medical supplies, medication, including those used in veterinary medicine.
2. Medical services, including nutritionist consultations, veterinary services, botox injections, therapeutic or baby massage and beauty services.
3. Obscenity, pornography, violence.
4. Poisons, narcotic and psychotropic substances.
5. Sexual services, i.e. erotic materials and products for adults, including sex toys and condoms, cut-out or translucent lingerie.
6. Human trafficking / exchange, including human organs, cells, blood, etc. Donor services and surrogate mothers.
7. Products and samples of protected or endangered animals as defined by law. Rare and endangered animals and plants, products made from them, as well as hides, feathers and other parts and organs of wild animals. Aquatic biological resources, animals harvested as a result of illegal fishing or illegal hunting.
8. Precious and rare earth metals, precious stones, as well as waste containing precious and rare earth metals and precious stones (with the exception of jewelry).
9. Exchange of tobacco, alcohol, or drugs as defined by law. Ethanol, alcoholic beverages, as well as devices for their manufacture. Tobacco, tobacco products, electronic cigarettes, hookahs, including components and consumables, smoking accessories (except for vapes, cigarette lighters and ashtrays).
10. All types of weapons (hunting, pneumatic, airsoft, civil, etc.), ammunition, flammables, corrosive, toxic or otherwise hazardous materials including bladed weapons (with the exception of kitchen, pen, stationery knives), as well as components for it, copies of collection weapons, souvenir and decorative weapons, and also products that are structurally similar to weapons as defined by law.
11. Firearms, military equipment, components and spare parts, all types of rocket fuel, explosives, gunpowder, pyrotechnics, lasers, chemical warfare agents, special equipment of paramilitary organizations and materials, regulatory and technical documentation on their production and operation.
12. Coins and banknotes in circulation.
13. National awards.
14. Securities (stocks, bonds, checks, etc.) other than collectable papers with a clearly indicated expired date and / or invalidity / cancellation / redemption mark. Exchange of securities (including, but not limited to, stocks, funds, scalped tickets, registered bonds).
15. Other matters that harm, endanger, or threaten telecommunication or violate laws and regulations.
16. Any texts, images published on the pages of this Service that involves abuse, defamation, threat, indecency, obscenity, offense, or products which do not concord with the nature of the Service.
17. Illegal advertising, direct marketing, pyramid schemes, or information or promotion thereof.
18. Conduct with the intention to destroy or invade the servers or website of the Company; the use of plug-in programs, user programs, or vulnerability modification programs, programs to invade the membership database, spread computer viruses, and theft, alteration, destruction of the platform of the Service or information of other persons.
19. Leaving foul or offensive language (including homophones thereof) abuse, mutual attacks, or incitement on the pages of the Service.
20. Writing services and final theses, term papers, similar types of work.
21. Goods turnover of which violates the intellectual rights of third parties.
22. Using this Service under a name identical or similar to this Company in the name of the Company or the Company's use of the similar service.
23. Goods and equipment containing radioactive substances and isotopes, uranium and other fissile materials and products from them, as well as their waste.
24. In the event that use of this Service is deemed criminal or suspect.
25. Goods or services intended to deceive users or government bodies, including identity documents, social cards, service IDs, passes, medical certificates, document forms, a flip-flop on car numbers, odometer adjustment services, counterfeit banknotes, neodymium magnets, vehicle documentation, diagnostic cards, etc.
26. Infringement, or fear thereof, of intellectual property rights, copyrights, trademarks of others, or other rights (including, but not limited to, advertisements for imitation of brand-name goods, and pirated goods).
27. Databases containing personal data, materials and services containing state, banking, commercial and other secrets (including codes from bank cards, safes, etc.); accounts of resources and services (social networks, email, games, etc.).
28. Technical means for obtaining information secretly, as well as encryption equipment;
29. Conduct that willfully obstructs the operation of the Service of the Company.
30. Using the reporting function of the Service to falsely accuse, slander, or harm other members, and infringe their rights and interests.
31. Gaming and lottery equipment used for gambling.
32. Goods and services that have no consumer value, as well as astrological and transcendental services: witchcraft, magic, alternative medicine.
33. Objects of cultural and archaeological heritage, determined in accordance with the laws of your country.
34. Services for installing illegal copies of software and changing factory settings, including: unlock, jailbreak, etc., as well as products with installed illegal copies of software and modified factory settings.
35. Extremist materials, goods with Nazi symbols.
36. Traps and fishing nets.
37. Offers on sale and registration of telephone numbers or advantageous tariffs, as well as cable television cards, offers on renting telephone numbers, SIM-cards (including, but not limited to, as part of a modem).
38. Any financial services, insurance services, training for gambling and Forex, bankruptcy, financial intermediation, collection and anti-collection services.
39. Medicinal raw materials derived from reindeer herding (antlers and endocrine raw materials).
40. Materials transmitted virtually, not recorded on electronic media (ideas, methods, installations), including electronic tickets.
41. Subscriptions, discount cards, certificates, coupons, club cards.
42. The results of research, design and educational work, the results of research on the development of weapons and military equipment.
43. Counterfeit goods or stolen property.
44. Counterfeit banknotes and fake postage marks.
45. Foreign currency and other currency values, coins and banknotes of your country in circulation (with the exception of their sale and purchase for numismatic purposes).
46. Goods and services that violate the privacy policy or contain state, banking, commercial or other secrets.
47. Phone numbers, email addresses or other contact information of third parties.
48. Services aimed at cheating, promotion, as well as services for creating artificial traffic in social networks and other similar resources.
49. Goods subject to sanctions by the state.
50. Goods and services whose turnover is prohibited under the laws of your country.
51. Services offering metal and / or waste paper transport.
52. Services offering connection to taxi aggregators.
53. Other conduct or content which the Company reasonably deems unsuitable to the Service.

(C) You shall be solely responsible for your action via the use of the Service. The Company reserves the right to investigate at any time the matters mentioned in the provisions above. However, this does not imply that the Company has the obligation to review the form or substance of content transmitted, posted, or

expressed on the platform of the Service. Whenever the Company observes or is alerted by complaints from other persons or statements from you that a you violate any of the above provisions, or raises fear thereof, the Company expressly reserves the right to terminate or suspend the membership and services of you. The Company may seek damages from you for damage or loss caused by such violations.

(D) Member agreement: If a member did not login more then 30 days, Swapi Swapu owns the right to remove any item, image and item descriptions to the member account.

(E) You hereby warrant to protect your personal account numbers and passwords, and to not share, rent, lend their use with others. You must regularly update your personal passwords, and log out every time you have finished using the Service, to avoid use of the account by others.

8. Limitation of Liability:

(A) The Company provides the Service to you under this Terms and Conditions of the Service. The Company does not warrant that the Service will meet the specific needs of specific users, including all of your needs.

(B) The Company does not warrant the correct, complete, safe, reliable, appropriate, timely, stable, continuous and error-free functioning of the Service. You agree that you make backup copies, or take other relevant measures, of email, files and other data. The Company assumes no liability for any loss of records of email, files and other electromagnetic data caused by their transfer.

(C) You must consider the risks of downloading email, files and other data from the Service and take appropriate measures. The Company assumes no liability for any damage to your computer system or loss of files on your computer caused by such downloads.

(D) Failure or malfunction of the Company's Service due to other assisting companies, or failure or malfunction of software or hardware equipment of telecommunications providers; interruption, suspension, inability to use, delay, file transmission or storage errors caused by human error; alterations to the system, or forgery or alteration of data due the intrusion by a third person. The Company does not warrant the stable, secure, error-free, and uninterrupted functioning of the Service in the above events which are not attributable to the Company. Members must understand all the risks and any potential damage caused by use of the Service, and cannot demand any compensation or damages, should such risks materialize.

9. Custody obligations:

You are obligated to keep their account number and password of the Service secure, and you are responsible for all activities on the Service that are carried out after log-in with their account and password. To safeguard their own interests, you must not disclose or provide your username or password to a third party, nor rent, lend, or transfer these to others for their use. If a you discover illegal use of you member account or password or any unusual circumstances that may damage security, you must immediately notify the Company. But if the illegal use of your member account or password is caused by your negligence in keeping them secure, the Company will not deal with it.

10. Data processing:

You accept that the Company collects, processes, stores, transfers, and uses membership registration data and posted data, within reasonable limits, in order to offer other services to you. You also accept that the Company creates membership statistics and can carry out surveys and analysis of online behavior, and other legal uses.

11. Privacy:

About the protection and rules related to the Privacy Policy and the Consent Form Regarding the Use of Personal Data related to your membership registration and other specific information: You understand that, when you use the Service, the Company collects, processes, and uses your personal data in accordance with the Privacy Policy and the Consent Form Regarding the Use of Personal Data, to both of which you have expressed consent.

12. Storage of membership content:

The Company does not review the form or substance of content (including but not limited to text, images, music, video, software, information, or any kind of data) transmitted, posted, or expressed on the Service, and does not warrant the accuracy, completeness, safety, or reliability thereof. You must consider the risks of using the content provided by other members of the Service.

13. Intellectual property rights:

The copyrights, patents, trademarks and other intellectual property rights, ownership rights, other rights, and interests related to all works and materials on Swapi Swapu are all property of the Company or the original rights holders. Except after legal prior authorization from the Company or the original rights holders, Members are not permitted to reproduce, transmit, convert, edit, or use these works and materials in any way or form or for any purpose. Offenders are liable by law.

14. Termination of service:

The Company reserves the right to terminate, interrupt, or suspend, in whole or in part, the Service without individual notice to the you. You cannot seek any compensation or damages.

15. Additions and amendments to these Terms and Conditions of the Service:

The Company reserves the right to add, amend, or delete, in whole or in part, the Service. You accept that the Company does not send individual notices. Members cannot seek any compensation or damages.

16 Governing Law and Jurisdiction:

The interpretation and application of these Terms and Conditions of the Service, and the relationship of rights and obligations resulting from your use of the Service, is subject to the laws of the Republic of Mauritius and the interpretation and application of its laws and regulations (excluding international civil law and similar laws and regulations).

Should disputes arise, both parties agree that the Supreme Court is the competent Court of first instance. In addition, if any of the provisions of these Terms and Conditions of the Service are declared void, this will not affect the validity of the other parts of the Terms and Conditions of the Service.

I ACCEPT (Button)