

## License Agreement for Swapi Swapu Mobile Application

Accepting the terms and conditions of this License Agreement for Swapi Swapu Mobile Application (hereinafter referred to as the "**License Agreement**") is mandatory to use this Mobile Application, rights to which belong to **Xenia Vision LTD** (Registration address: PiXelium Bldg., Emerald Avenue, Morc. Le Roc, Pailles, Mauritius).

Please read attentively the provisions, terms and conditions of the License Agreement before installing Swapi Swapu mobile app on your mobile device. Unless you agree with the terms and conditions of this License Agreement or are able to use the Application in accordance with the terms and conditions hereof, please stop installing the Application and/or promptly delete the same from your mobile device.

Downloading and installation of the Application (as described below) on mobile devices and/or use thereof shall imply complete agreement with the terms and conditions of this License Agreement. Any use of the Application in violation of the terms and conditions set forth herein shall be prohibited, illegal and punishable by prosecution in court.

### 1. GENERAL PROVISIONS

1.1. This License Agreement shall constitute an agreement between you, an individual with full legal capacity, being the end user of the Application (the "**User**"), and Xenia Vision LTD (the "**Company**") in respect of the Swapi Swapu mobile application (the "Mobile App").

1.2. The Mobile App is Android and iOS mobile application Swapi Swapu allowing the User to get access to the database of goods and services placed by members who have placed the relevant products to be bartered/exchanged or swap.

The Mobile App shall be used by the User in accordance with the terms and conditions of this License Agreement (Swapi Swapu).

The Company, being the Mobile App exclusive right holder, shall confer on the User the right to download/purchase/use the Mobile App at no charge for personal non-commercial purposes. The use of Mobile App by any means other than provided for in this License Agreement shall only be possible under a separate agreement with the Company.

1.3. By using the Mobile App, the User shall confirm that the User has reached the age which allows the him/her to act within the Mobile App and Service framework, which the User is entitled to decide on their own and assume liability for the same under the applicable laws. If the User has not reached this age, he/she shall not have the right to use the Mobile App and Service without the consent of his/her parents or legal representatives. The liability for the actions carried out by the User who has not reached the required age shall be imposed on his/her parents or legal representatives.

1.4. The Company has all necessary rights to enter into this License Agreement. The Mobile App shall be used solely pursuant to this License Agreement. The User shall not modify or delete any copyright notices and/or any trademarks contained in the Mobile App.

1.5. The installation and/or use of the Mobile App shall evidence that the User completely and unconditionally consents to the terms and conditions of this License Agreement. The User shall be invited to review the provisions, terms and conditions hereof and accept the same before installing the App on a mobile device. It shall not be functionally possible to install the Mobile App without accepting the provisions, terms and conditions of the License Agreement.

The User also confirms that he/she has fully read the Swapi Swapu License Agreement and fully understands them.

### 2. LIMITED LICENSE

2.1. Once this License Agreement is accepted, the User shall be entitled to install and use the Mobile App free of charge under a non-exclusive license (install and record the Mobile App to the memory of his/her mobile device) at his/her sole discretion. The Company shall not confer on the User any Mobile App user rights other than expressly stated herein.

2.2. The User shall be banned from:

distributing, leasing or renting out the Mobile App or any copies of the same to third parties for a fee;

altering, merging, adapting, decompiling, disassembling, modifying, translating into other languages or otherwise changing the Mobile App or any of its components;

creating derivative works based on the Mobile App;

using the Mobile App by any means other than expressly stipulated in this License Agreement.

2.3. The User may use the Mobile App throughout the term of this License Agreement in the above-mentioned manner in any part of the globe.

2.4. The Mobile App shall be intended exclusively for personal non-commercial use by the User.

2.5. All rights not mentioned in this License Agreement shall be reserved.

### 3. AUTOMATIC MOBILE APPLICATION UPDATES

3.1. For the Mobile App improvement purposes, the Company reserves the right to automatically update and modify the Mobile App when the User's device is connected to Internet without obliging the User to install such updates and modifications manually. In order to ensure the effectiveness of such updates and modifications and allow the User to continue using the Mobile App, the User hereby expressly consents to the automatic installation of such updates and modifications.

3.2. This License Agreement shall also apply to any automatic updates/supplements/modifications of the Mobile App completed by the Company through the Internet global network. All updates shall be inherent in the Mobile App and shall be covered by the rules, terms and conditions set forth in this License Agreement.

### 4. USER AUTHORIZATION. USE OF DATA

4.1. The User shall have the right to use the Mobile App through any online account existing in the Mobile App interface. Any and all actions undertaken through such online account of the User shall be deemed to have been undertaken by the User. The User shall be obliged to safeguard the User's online

account security and keep the User's data confidential for authorization.

4.2. At any time, any information collected and processed under this License Agreement shall be reviewed in accordance with the Company's Privacy Policy available on Swapi Swapu **Privacy Policy**. All information so collected shall be completely anonymous and may not be classified as belonging to a particular User.

## 5. SUBSCRIPTION

5.1. The mobile application offers the Swapi Swapu subscription that grants you access to additional features like:

1 Month subscription;

6 Month subscription;

And 12 months subscription.

Payment will be charged to your credit/debit card or PayPal after you confirm your purchase. Paid subscriptions automatically renew unless auto-renew is turned off, until cancelled in the Manage Subscriptions section of your account settings. We will notify you if the price of subscription increases and, if required, seek your consent to continue. You will be charged no more than 24 hours prior to the start of the latest paid subscription period.

## 6. WARRANTY DISCLAIMER

6.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE USER IN RESPECT OF MOBILE APPLICATION, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT WARRANTIES OF QUALITY, SUITABILITY FOR ANY PARTICULAR PURPOSE AND RESPECT FOR RIGHTS. THE MOBILE APPLICATION IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. THE USER UNDERSTANDS AND ACCEPTS ALL RISKS ASSOCIATED WITH ANY DAMAGE AND LOSSES ARISING OUT OF THE USE OF OR AN INABILITY TO USE THE MOBILE APPLICATION.

6.2. THE COMPANY DOES NOT WARRANT THAT THE MOBILE APPLICATION WILL MEET THE USER'S REQUIREMENTS AND WILL ALWAYS FUNCTION SECURELY AND FAULTLESSLY.

## 7. LIMITATION OF LIABILITY

7.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW NEITHER THE COMPANY NOR ITS LICENSORS AND PARTNERS SHALL BE HELD LIABLE IN ANY MANNER WHATSOEVER TO THE USER FOR ANY LOSSES (INCLUDING, BUT NOT LIMITED TO, REAL DAMAGE, INCIDENTAL LOSSES, INDIRECT LOSSES, LOSS OF PROFIT OR LOSS OF DATA, WHETHER PROJECTED OR OTHERWISE) ARISING OUT OF THIS AGREEMENT AND THE USE OF MOBILE APPLICATION BY THE USER AND OTHER MATERIALS PROVIDED TO THE USER BY THE COMPANY.

7.2. THE COMPANY SHALL NOT BE HELD LIABLE FOR THE INABILITY TO INSTALL OR START THE APPLICATION ON THE USER'S MOBILE DEVICE, AS WELL AS FOR ANY POSSIBLE APP ERRORS OR FAILURES. THE USER MUST HAVE AN INTERNET CONNECTION TO USE THE MOBILE APP. ANY AND ALL EXPENSES IN CONNECTION WITH THE INTERNET CONNECTION INSTALLATION AND USE SHALL BE BORNE AND PAYABLE BY THE USER. THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY DAMAGE CAUSED TO THE USER BY INTERNET CONNECTION OR THE USER'S MOBILE APP INSTALLATION ON THE USER'S DEVICE.

## 8. GOVERNING LAW: JURISDICTION

8.1. This License Agreement shall be governed by the laws applicable in the place of the Company's registration.

8.2. Any and all disputes which may arise out of or in connection with this License Agreement shall be settled amicably by negotiation between the Parties without resorting to court action.

8.3. If the Parties fail to reach an agreement pertaining to pre-trial dispute resolution, such disputes shall be resolved in a court of the relevant jurisdiction of the Company's incorporation.

## 9. MISCELLANEOUS

9.1. This License Agreement shall remain in full force and effect until either Party repudiates its terms and conditions for convenience. The User shall be entitled to repudiate this License Agreement at any time by deleting the Mobile App from his/her mobile device. The Company shall be entitled to repudiate this License Agreement by giving notice to the User by such means as may be available to the Company, in which case the User shall be obliged to delete the Mobile App from his/her mobile device immediately.

9.2. The Company may change the functionality and data content of the Mobile App at any time at its sole discretion without giving special notice to the User.

9.3. The Company shall be entitled to appoint and/or transfer its rights and responsibilities under this License Agreement or any part of the same to any third party without giving notice to the User at its sole discretion at any time. The rights of each User shall be personal and may not be transferred.

9.4. In the event of termination of this License Agreement, Sections 4, 5, 6, 7 and paragraph 8.3 hereof shall survive its termination.

9.5. This License Agreement, unless otherwise provided herein, constitutes the entire agreement between the Parties in respect of the Mobile App use by the User and supersedes any prior oral and written understandings or oral and written agreements, which simultaneously with the execution of this License Agreement concern the subject matter hereof, are amalgamated in this License Agreement.

9.6. If any provision of this License Agreement is held by a court of competent jurisdiction to contravene the law, such provision shall be complied with to the fullest possible extent or replaced with the one compliant with the applicable law and the remainder of the provisions herein shall continue in full force and effect.

9.7. The Company reserves the right to review the terms and conditions of this License Agreement, updating the same in the Mobile App interface of the Mobile App or giving notice to the Users via any available communication channels. The amended License Agreement shall come into force upon its publication. It is recommended that the Users check the Mobile App interface from time to time as to the availability of notices of such amendments. By subsequently using the Mobile App following such amendment, the User shall be deemed to consent to the terms and conditions of the License Agreement as amended.

Should you have any questions concerning this License Agreement, please use the following e-mail address: [support@swapiswapu.com](mailto:support@swapiswapu.com)  
Version 1.1 dated 26 April, 2023 © Xenia Vision Ltd