

Please read the Terms & Conditions stated here attentively before using the Services provided by Smooth Tech Sp. z o.o. The Anti-Money Laundering Policy is an integral part of the Terms and Conditions. By accepting the Terms and Conditions, you are automatically agreeing to the Anti-Money Laundering Policy.

1. **GENERAL PROVISIONS**
 - 1.1. The present Agreement is concluded between **Smooth Tech Sp. z o.o.** (hereinafter referred to as the Company) and the Client.
 - 1.2. **Object of the Agreement:** This Agreement determines the main Terms and Conditions between the Client and the Company when the Client registers in the Company system and uses other services provided by the Company. In addition to this Agreement, relationships between the Company and the Client related to provision of Services are regulated by legal acts, Additions to the Agreement concluded with the Client, rules, and principles of prudence and justice applied to the Client.
 - 1.3. Smooth Tech Sp. z o.o. is regulated and provides services for the purchase and sale of goods in accordance with the laws of Poland.
2. **AMENDMENTS TO THE TERMS & CONDITIONS**
 - 2.1. The Company may amend, modify, update, and change any provisions of the Terms & Conditions from time to time, including as a result of legal and regulatory changes, security reasons, or changes to the Services.
 - 2.2. Unless otherwise specified, the Company will notify you of any amendments by publishing a new version on the relevant page of the Website or by notifying you by email at the Company's sole discretion. Unless otherwise specified, the new version will take effect 14 days after its publication on the Website (or earlier if required by law). By clicking "Accept" or by continuing to use the Services, the Client confirms agreement to the modified Terms.
 - 2.3. If you have any questions regarding the use of the Website, please contact our Support Team by filing a request at support@chainswapper.com.
3. **REGISTRATION IN THE SYSTEM AND CREATION OF THE COMPANY ACCOUNT**
 - 3.1. The Client who wishes to use Company services must register in the System.
 - 3.2. During registration, a Company Account is created for the Client. The Company Account is personal, and only the Client has the right to use it.
 - 3.3. The Client may have one account only. If the Company suspects multiple accounts, it may close them without prior warning.
 - 3.4. The Agreement comes into force when the Client agrees to the Terms electronically. The Agreement is valid for an unlimited time.
 - 3.5. To register in the System and use Company services, the Client must be at least 18 years old.
 - 3.6. The Company does not provide Services in countries subject to financial sanctions imposed by Poland or based on FATF recommendations. It also restricts services to certain citizens as outlined in its policy.
 - 3.7. The Client confirms the accuracy of data provided during registration and is responsible for updating information when necessary. Losses due to inaccurate data are the Client's responsibility.
 - 3.8. The Client shall perform identity verification (KYC) in order to start or continue using the Services. This includes providing personal identification documents such as a passport, ID card, or driving license, and proof of address such as a utility bill.
 - 3.9. The

Company reserves the right to request additional data for identification at any time. These documents may be notarized at the Client's expense. 3.10. Upon completing the verification, the Company will notify the Client via the email address provided during registration. 3.11. The Client acknowledges that by registering, they provide consent for the Company to verify personal data and documents.

4. **LEGAL AGE AND RESTRICTED TERRITORIES** 4.1. The Services are only available to individuals who are at least 18 years old (and the legal age in their jurisdiction). The Client represents and warrants that they are of legal age and that all registration information is accurate and truthful. Smooth Tech Sp. z o.o. reserves the right to ask for proof of age and may suspend the account until satisfactory proof is provided. 4.2. Smooth Tech Sp. z o.o. Services are accessible to citizens from specific countries as outlined in the policy. Residents or citizens of geographic areas where the use of Services is prohibited by law may not use the Services. 4.3. The Client may not use the Services in prohibited jurisdictions or where access is restricted by applicable law. 4.4. Smooth Tech Sp. z o.o. does not provide legal advice regarding the use of Services in specific jurisdictions, and the Client accepts responsibility for ensuring legality in their jurisdiction.
5. **PRICES OF COMPANY SERVICES AND SETTLEMENT PROCEDURE** 5.1. Through the Website, the Client can purchase cryptocurrency from the Company and store it in a cryptocurrency wallet offered by Smooth Tech Sp. z o.o. 5.2. The rate at which the Company sells Cryptocurrency is determined by Smooth Tech Sp. z o.o., as outlined in Section 6. 5.3. The use of Services is subject to the completion of the KYC process to Smooth Tech Sp. z o.o.'s satisfaction, and the Company may save such data for future use. 5.4. The minimum order size for cryptocurrency paid 10.00 EUR for payment card orders. Any changes in the minimum order size take effect immediately upon publication on the Website. 5.5. Smooth Tech Sp. z o.o. charges a fee for wire transfers and a fee for debit/credit card payments. Changes in fees take effect upon publication on the Website. 5.6. Following registration and payment of FIAT Currency, Smooth Tech Sp. z o.o. will deliver the purchased cryptocurrency to the Client's virtual wallet. 5.7. Smooth Tech Sp. z o.o. reserves the right to reverse or refuse any orders or transactions at its discretion, including but not limited to cases of insufficient liquidity or other market conditions. 5.8. Smooth Tech Sp. z o.o. may set limits on cryptocurrency sales to Clients, such as per day or per month, and reserves the right to change these limits. 5.9. Smooth Tech Sp. z o.o. may refuse or reverse any purchase of cryptocurrency at its discretion, even after funds or cryptocurrency have been debited from the Client's account. Larger discrepancies may result in a refund or request for a corrected order. 5.10. Cryptocurrency sell orders will be executed at the current market rate. 5.11. Fees related to cryptocurrency purchases include processing and network fees as specified on the Website. 5.12. The Client acknowledges that the

verification process must be completed before the exchange service will be available.

6. **SALE PRICE OF CRYPTOCURRENCY** 6.1. All sale prices of cryptocurrency are quoted in FIAT currency as determined by Smooth Tech Sp. z o.o. 6.2. The Client understands that cryptocurrency prices on the Website are accurate only for the moment they are displayed, due to market volatility. The final price is determined at the time of order execution. 6.3. The Client acknowledges that the final transaction price may be higher or lower than the previously displayed rate and that Smooth Tech Sp. z o.o. has no control over such fluctuations.
7. **ACCOUNT OPENING** 7.1. Under this Agreement, a Smooth Tech Sp. z o.o. account is opened for the Client for an indefinite period. 7.2. If the Agreement is terminated by either party, the remaining balance will be returned to the Client's designated bank or payment system account, provided it is not a third-party account. Smooth Tech Sp. z o.o. reserves the right to withhold disputed funds until the dispute is resolved.
8. **USAGE OF COMPANY ACCOUNT** 8.1. The Client can manage the Smooth Tech Sp. z o.o. account online by logging in with the provided credentials. The Client must create a strong password and take full responsibility for its security. 8.2. If incorrect data is provided during transactions, Smooth Tech Sp. z o.o. will not be responsible for any losses. 8.3. If funds are mistakenly credited to the Client's account, Smooth Tech Sp. z o.o. has the right to withdraw such funds without the Client's order. The Client must return any funds credited by mistake. 8.4. The Client confirms that all incoming funds are from legitimate sources and agrees not to use Smooth Tech Sp. z o.o. services for illegal purposes. Smooth Tech Sp. z o.o. is not responsible for losses from high-risk assets such as cryptocurrencies. 8.5. Any actions taken by the Client on third-party websites while logged into the Smooth Tech Sp. z o.o. account are considered as authorized transactions by the Client. 8.6. Payment operations are initiated by submitting an electronic order in the Smooth Tech Sp. z o.o. system. 8.7. If a certain account limit is reached, Smooth Tech Sp. z o.o. may notify the Client of additional steps to continue using the services. 8.8. If there are insufficient funds in the Smooth Tech Sp. z o.o. account to complete an order, the order may be canceled by Smooth Tech Sp. z o.o.
9. **COMPANY ACCOUNT FUNDS** 9.1. To complete an order, the Client must first load funds into the Smooth Tech Sp. z o.o. account using an approved external account. The Client may be required to verify the external account. 9.2. The timing of the fund load transaction depends on third-party performance, and Smooth Tech Sp. z o.o. does not guarantee how long it will take. 9.3. Smooth Tech Sp. z o.o. has the right to record and store any orders and transaction information. Such records may be provided to the Client or third parties authorized to receive such data under the law. 9.4. Smooth Tech Sp. z o.o. may refuse to execute a submitted order if there are doubts about

its legitimacy or the provided documents. 9.5. Smooth Tech Sp. z o.o. may request documentation to prove the legal source of funds before executing a payment order. 9.6. Smooth Tech Sp. z o.o. has the right to suspend or cancel an order if required by law or due to other reasons beyond its control. 9.7. If Smooth Tech Sp. z o.o. refuses to execute an order, it will notify the Client, except in cases where notification is prohibited by law. 9.8. Smooth Tech Sp. z o.o. will not execute orders if the funds are legally restricted, such as due to account freezes or legal limitations. 9.9. If funds are returned due to reasons beyond Smooth Tech Sp. z o.o.'s control, the returned amount will be credited back to the Client's account. Fees for the execution of the order are non-refundable. 9.10. Client transactions are monitored, and the Client must provide any requested information concerning payment operations within three working days. Failure to provide such information may result in suspension or termination of services. 9.11. Smooth Tech Sp. z o.o. may review withdrawal transactions to mitigate risks and prevent money laundering. Smooth Tech Sp. z o.o. reserves the right to refuse transactions if suspicious activities are detected. 9.12. Smooth Tech Sp. z o.o. does not accept fiat deposits in a Digital Assets Only Account. If fiat is sent to such an account, it will be returned to the sender after deducting applicable fees. 9.13. The Client agrees to maintain sufficient funds in the Smooth Tech Sp. z o.o. account to meet minimum balance requirements, which may be modified at its discretion. 9.14. Only valid payment methods specified by Smooth Tech Sp. z o.o. may be used. 9.15. All currency exchanges via Smooth Tech Sp. z o.o. are final, and the Company does not accept returns or refunds except as specified in these Terms.

10. SUBMISSION AND CANCELLATION OF CONSENT, CANCELLATION OF THE ORDER, REFUND POLICY

10.1. Payment operations are authorized once the Client confirms consent through an electronic signature, password, or descriptor. Once confirmed, the transaction is considered valid and binding. 10.2. Smooth Tech Sp. z o.o. may transfer the Client's personal data to third parties involved in the execution of the payment service. 10.3. If the Client wishes to return cryptocurrency purchased from Smooth Tech Sp. z o.o., the Company may (but not obligated) buy it back at its sole discretion based on the current market rate minus applicable fees. The Client must contact Smooth Tech Sp. z o.o. for such requests. 10.4. The refund policy applies only to funds sent to Smooth Tech Sp. z o.o. for an order placed on the platform. Cryptocurrency purchases from third-party exchanges will not be refunded. 10.5. Smooth Tech Sp. z o.o. may request additional documentation for refunds, including proof of identity and payment methods. 10.6. Smooth Tech Sp. z o.o. reserves the right to cancel an order without refund or refuse refund requests if it suspects the Client has engaged in fraudulent or illegal activity. 10.7. Payments processed via credit or debit card may take up to 72 hours for settlement. 10.8. Refunds will be processed within seven business days from the cancellation of an order, provided the Client has submitted all necessary documentation. 10.11. Any fees incurred as a result of a refund request, such as transfer fees, are the responsibility of the Client.

11. PROHIBITED ACTIVITIES 11.1. The Client may not:

- Violate the Agreement or any applicable law, including anti-money laundering regulations.
 - Provide false or misleading information.
 - Engage in illegal activities or refuse cooperation during investigations.
 - Use the services in a way that harms Smooth Tech Sp. z o.o. or other third parties.
 - Disclose passwords or other security details to third parties.
- 11.2. The Client will reimburse Smooth Tech Sp. z o.o. for any losses, fines, or penalties due to violations of the Agreement. 11.3. The Client shall not use the services from locations where they are prohibited or restricted by law. 11.4. The use of anonymous accounts is prohibited.

12. SENDING NOTIFICATIONS, COMMUNICATION, AND CONSULTATION

12.1. The Client agrees to receive notifications from Smooth Tech Sp. z o.o. by email or via the Website. 12.2. Smooth Tech Sp. z o.o. has the right to adjust commissions and fees with 30 days' notice, unless shorter timeframes are required by third-party fee changes. 12.3. The Client must check their email regularly and ensure contact details are updated to receive notifications. 12.4. The Client must notify Smooth Tech Sp. z o.o. of any significant changes, such as name, address, or contact details, within ten working days. 12.5. The Client must immediately inform Smooth Tech Sp. z o.o. in the event of theft or loss of personal identity documents.

13. SUSPENSION OF SERVICE PROVISION, TERMINATION OF THE AGREEMENT (REMOVAL OF THE ACCOUNT)

13.1. Smooth Tech Sp. z o.o. reserves the right to unilaterally take the following measures without prior warning:

- Suspend transfers.
 - Suspend provision of all or part of the services.
 - Limit the Client's access to the account.
 - Detain money in dispute.
 - Suspend payment operations on the account and/or the payment instrument.
 - Refuse services or return funds to the original sender.
- 13.2. If funds from primary senders are arrested in the Client's account and the Client does not comply with requested actions (such as additional identification or document submission), the arrested funds may be returned to the primary sender. 13.3. Smooth Tech Sp. z o.o. may suspend services without explanation if there are reasonable suspicions of money laundering, terrorist financing, or other criminal activity until the suspicions are resolved. 13.4. The Client can request to block their account if the payment instrument is stolen, lost, or

otherwise used in an unauthorized manner. 13.5. The Client has the right to terminate the Agreement by providing 30 days' written notice. Any remaining balance will be returned to the Client's original account. 13.6. Smooth Tech Sp. z o.o. may terminate the Agreement if no operations have been performed on the Client's account for over a year. 13.7. Termination of the Agreement does not exempt the Client from fulfilling obligations incurred prior to termination.

14. CONFIDENTIALITY AND DATA PROTECTION 14.1. Both parties agree to protect each other's technical and commercial information obtained while executing the Agreement. The Client agrees not to transfer such information to third parties without Smooth Tech Sp. z o.o.'s written consent. 14.2. If the Client loses account passwords, they must immediately notify Smooth Tech Sp. z o.o. or change the passwords themselves. Smooth Tech Sp. z o.o. is not liable for consequences resulting from the failure to notify. 14.3. Upon receiving a notification about lost or stolen credentials, Smooth Tech Sp. z o.o. will immediately suspend access to the Client's account until a new password is provided. 14.4. The Client is responsible for securing the email address and other login credentials associated with the Smooth Tech Sp. z o.o. account, as these are used for communication and identification. The Client is liable for all actions taken once logged in with their credentials. 14.5. Email communications may be used as evidence in disputes between Smooth Tech Sp. z o.o. and the Client.

15. LIABILITY OF THE PARTIES 15.1. Each party is liable for any fines, forfeits, or losses incurred by the other party due to a breach of the Agreement. 15.2. Smooth Tech Sp. z o.o. is only liable for direct damages caused by a material breach of the Agreement and is not responsible for indirect damages or losses. 15.3. Smooth Tech Sp. z o.o. does not guarantee uninterrupted operation of the system, as it can be influenced by external factors beyond Smooth Tech Sp. z o.o.'s control. 15.4. Smooth Tech Sp. z o.o. is not liable for losses resulting from unauthorized payment operations if the Client has failed to protect personalized security features, such as identity confirmation instruments. 15.5. Smooth Tech Sp. z o.o. is not responsible for the following:

- Transfers made from the Client's account if they failed to protect their credentials.
- Errors made by third-party banks or payment systems.
- Consequences arising from the legal termination of the Agreement or suspension of services.
- Loss of anticipated revenue or profits, or other indirect damages. 15.6. The Client is responsible for the accuracy of data provided to Smooth Tech Sp. z o.o. during transactions and will bear any losses from unauthorized operations caused by failure to protect personalized security features. 15.7. Both parties are relieved from liability for failure to perform the Agreement if

the failure was due to force majeure. The Client must notify Smooth Tech Sp. z o.o. of such circumstances within ten calendar days.

- 16. RISKS** 16.1. The Client acknowledges that they understand the risks associated with the Services and agrees to assume them. 16.2. The Client confirms that the risks are acceptable given their financial capabilities and objectives. 16.3. The Client acknowledges that cryptocurrency trading carries significant risk due to price volatility, and cryptocurrency may lose value at any time. Unlike traditional currencies backed by governments or commodities, cryptocurrency is backed by technology and trust. 16.4. Smooth Tech Sp. z o.o. does not provide financial advice, nor does it serve as a financial advisor. The Client assumes responsibility for making their own informed decisions. 16.5. The Client acknowledges that their account or wallet may be temporarily suspended, and Smooth Tech Sp. z o.o. is not responsible for losses during such periods. 16.6. Smooth Tech Sp. z o.o. is not liable for price fluctuations in cryptocurrency. In the event of a market disruption, Smooth Tech Sp. z o.o. may suspend Services, and when they resume, the prevailing rates may differ significantly from pre-disruption rates.
- 17. CLIENT'S DISPUTES** 17.1. Smooth Tech Sp. z o.o. aims to resolve disputes amicably and encourages Clients to contact the Company directly in case of any issues. 17.2. The Client may submit a claim or complaint via email. 17.3. The complaint should include all relevant circumstances and supporting documents. If Smooth Tech Sp. z o.o. does not possess the documents, the Client must provide them. 17.4. Smooth Tech Sp. z o.o. will respond to complaints within 30 days unless legal or binding acts require a different timeframe. 17.5. If the Client is not satisfied with the decision, they may pursue legal remedies.
- 18. FINAL PROVISIONS** 18.1. Section titles are for convenience only and do not affect interpretation. 18.2. Smooth Tech Sp. z o.o. is not responsible for the Client's tax obligations. 18.3. If any provision of the Agreement is deemed invalid, the remaining provisions continue to apply. 18.4. Links to websites and other additions are integral parts of the Agreement and apply to the Client from the moment they start using the respective service.
- 19. FORM OF THE TERMS** The digital form of these Terms is legally equivalent to a written agreement between the Client and Smooth Tech Sp. z o.o.

Last update of Terms&Conditions date : 03.10.2024