

TERMS OF USE

Last Updated: 08-DEC-2024

FomoSwap LTD., a Limited Liability Company formed and registered in Saint Vincent and the Grenadines, (the “**Company**”), FomoSwap, is the operator of the technology platform as well as the website, and associated application program interface and mobile applications offered by integrating third parties (the “**Third Party**”). The Company’s related corporations, business units, and affiliates, as well as their respective representatives and/or agents (collectively referred to herein as “**FomoSwap**”, “**Service Provider**”, “**us**”, “**we**” or “**our**”) provides these Terms of Use (the “**Terms**”) to govern the User (hereinafter collectively referred to the “**User**” or “**You**” or “**Your**”) accessing the Website <https://www.fomoswap.com/> (the “**Website**” or “**Site**” or “**Platform**”) and the all related tools, Mobile Applications and Web Applications (collectively referred to as “**App**”), data, software, the Services and Products that are integrated therein (hereinafter collectively referred to as the “**Services**”) provided by us. The Terms of Service constitute the entire agreement and understanding between You and the Service Provider with respect to the use of any and all Services, including the ways in which they are accessed.

By visiting our Site and accessing our Services you agree to be bound by the Terms outlined here, including those additional Terms and policies referenced herein and/or available on the Site. The Terms are applicable for all the visitors of our site, Users of the Site as well as the Services offered by us.

Please refer to our [Privacy Policy](#) to understand how we collect your data, the purposes for which we use your data, and the processing of data associated with you. **USERS SHALL READ THE TERMS CAREFULLY BEFORE ACCESSING OR USING OUR SERVICES. IF YOU DO NOT AGREE WITH THE TERMS OUTLINED IN THIS AGREEMENT YOU MAY NOT ACCESS THE SITES OR THE SERVICES OFFERED BY US.**

Any new features, services and products that are added will also be subject to the Terms of Service. The Terms outlined in this agreement are subject to changes and updates. Users are requested to check these Terms periodically for any changes. Continued access to the Sites and Services after the change shall imply your acceptance and agreement to those changes.

1. INTRODUCTION

FomoSwap is an advanced, hybrid Centralized Exchange (CEX) and Decentralized Exchange (DEX) aggregator platform aggregating third party service providers (the “**Third Party**” or “**Third Parties**”) that simplifies access to different service providers through a single Unified Interface (UI) & Application Programming Interface (API), facilitating interoperability between all the blockchains aiming to simplify access to all leading crypto exchange platforms. On a mission to provide cryptocurrency exchange quickly and affordably, it offers various products and services through third parties to facilitate the cryptocurrency exchange, swapping or trading.

FomoSwap offers a comprehensive suite of Services that are tailored to the needs of the dynamic ecosystem allowing users to select their choice of the trading platforms based on their features that FomoSwap has partnered with for providing the cryptocurrency services.

By aggregating the third party service providers FomoSwap simplifies access to all leading third party cryptocurrency exchanges and fiat on/off ramp services including swapping, staking of tokens and cryptocurrencies collectively referred to as “**Cryptocurrencies**” on the App.

Key features

- **Interoperability** - By FomoSwap the users can access all leading third party cryptocurrency exchanges and Service Providers.
- **Non-Custodial** FomoSwap operates on a non-custodial basis, and does not hold custody of user crypto assets.
- **Global liquidity** - Easy access to global liquidity of 450+ CEX and DEX exchanges through a single UI with every swap, while having 100% ownership of their digital assets.

- **Swap to any wallets** - Enabling users to swap from 1 wallet and receive the tokens on a different wallet of the users choice by means of a single click.
- **APIs** - Accessing all the leading exchanges, DeFi ecosystems and global liquidity through the integration of a single API.

2. DEFINITIONS

- 2.1. **"Account"** means the user account established by an individual who has downloaded the App or accessed the Site and registered with the Company to utilize the Site and the Platform.
- 2.2. **"App"** means the mobile application accessible via the Site or listed on the App Store or Google Play store.
- 2.3. **"Blockchain"** means the public transaction ledger of a given network on which Digital Asset transactions are recorded.
- 2.4. **"Digital Assets" or "Tokens" or "Cryptocurrency"** means blockchain-based software ledger data entries such as bitcoins, ripples, Non-Fungible Tokens, and other Digital Assets that may be used on the Platform via the Services.
- 2.5. **"Funds"** means Digital Asset and/or Legal Tender.
- 2.6. **"KYC/AML"** means a set of activities as a result of which information about a particular User is obtained. These activities are performed in order to determine the scope of financial security measures appropriate for a given business relationship or transaction and to assess the risk related to counteracting money laundering and terrorist financing, taking into account specific types of risk.
- 2.7. **"Legal Tender"** means any national currency, such as USD, EURO or any other currency, that may be used, in connection with a purchase or sale of Digital Assets via the Services, and does not include any Digital Asset.
- 2.8. **"Private Key"** means a cryptographic variable that is used in conjunction with an algorithm to encrypt and decrypt data
- 2.9. **"User" "You" and "Your"** means you, the natural person (individual) accessing the Site or Software, using our Services and accepting these Terms.
- 2.10. **"Wallet"** means a cryptocurrency wallet where the digital assets are stored and are used to send, receive and make transactions through the wallets.

3. FOMOSWAP SERVICES

- 3.1. **Services:** FomoSwap addresses the needs of the users by providing simplified solutions and Services through third-party service providers that cater to the needs of the users FomoSwap, is the operator of the technology platform as well as the website, and associated application program interface and mobile applications. FomoSwap offers the following services by integrating the third-parties:
 - 3.1.1. **App and Mobile App** - Users can utilize the web application App and the mobile App to choose their preferred type of swap and select the network and token combinations. They also have the ability to analyze the results and complete the swap by connecting their wallet.
 - 3.1.2. **API** - With the integration of a single API, users can effortlessly connect to a wide array of leading exchanges, decentralized finance (DeFi) ecosystems, and global liquidity pools.
 - 3.1.3. **Swap Widget** – FomoSwap swap widget effortlessly incorporates crypto exchanges and this user-friendly tool is easy to integrate and enables users to trade one cryptocurrency for another swiftly and efficiently, all within your site.
 - 3.1.4. **Affiliate Program** - FomoSwap offers comprehensive affiliate programs designed to provide users with the opportunity to earn rewards by sharing and promoting the FomoSwap platform within their personal and professional networks.
 - 3.1.5. **Fiat on/off ramp services** - Access to a variety of external services that enable the purchase and sale of tokens using fiat currency. Some services offer off-ramp capabilities, allowing to sell tokens for fiat, typically by linking to the bank account.
- 3.2. **Use of Services:** By using any of the services mentioned above, you are considered a "User." Your use of the Service may involve: (a) accessing, downloading, or utilizing any part of the Service; (b) purchasing or receiving Tokens through any aspect of the Service; or (c) sending messages or engaging in transactions using any part of the Service.

USERS ARE INFORMED THAT THE SERVICES AVAILABLE THROUGH OUR PLATFORM ARE FACILITATED THROUGH THIRD PARTY SERVICE PROVIDERS. YOU AGREE TO HOLD FOMOSWAP AND ITS THIRD-PARTY SERVICE PROVIDERS HARMLESS FROM ANY CLAIMS ARISING FROM TRANSACTIONS FACILITATED BY THESE THIRD PARTIES.

WHEN ACCESSING THE FOMOSWAP PLATFORM OR THE SERVICES YOU EXPRESSLY ACKNOWLEDGE AND ASSUME FULL RESPONSIBILITY OF POTENTIAL RISKS AND THE CONSEQUENCES. NEITHER FOMOSWAP NOR THE THIRD PARTY SERVICE PROVIDERS OF FOMOSWAP HOLD ANY LIABILITY FOR ANY HARM, LOSSES OR THE DAMAGES ARISING FROM YOUR USE OF OUR SERVICES.

PLEASE ENSURE THAT YOU COMPLY WITH ALL THE RELEVANT LEGAL REQUIREMENTS AND USE OUR SERVICES RESPONSIBLY. YOUR COLLABORATION IS CRUCIAL IN MAINTAINING A SAFE AND COMPLIANT ENVIRONMENT FOR ALL THE USERS.

USERS SHALL NOT ENGAGE IN CRIMINAL ACTIVITIES OR FINANCE TERRORISM OR USING THE PLATFORM FOR UNLAWFUL MONEY TRANSACTIONS, MONEY LAUNDERING OR CURRENCY EXCHANGE.

4. SPECIFIC TERMS FOR SERVICES

When using the Services, the users are advised to carefully understand, review and adhere to the specific terms of use (the “Specific Terms”) that apply to each service, in addition to the Terms outlined.

- 4.1. **App and Mobile Application** FomoSwap incorporates the services of its Third Parties directly within the App, allowing these Third Parties to offer their services seamlessly through the Application. This integration ensures that users can access and utilize Third Party services efficiently, all within the FomoSwap platform, enhancing the overall user experience by centralizing multiple offerings in one convenient location. Users are free to choose their preferred type of swap by connecting their wallet.

User responsibilities

- Users are responsible for ensuring the security of their accounts and devices when accessing Third Party services within the App. This includes safeguarding user’s wallet private keys and promptly reporting any suspicious activity to FomoSwap.
- Users must utilize Third Party services in a manner that is lawful and compliant with all applicable regulations. This includes refraining from using Third Party services for any illegal activities, such as fraud, money laundering, or unauthorized access.
- Users are solely responsible for any transactions or interactions they engage in with FomoSwap through the App. FomoSwap and its Third Party are not liable for any issues arising from the use of Services.
- Users are responsible for keeping themselves up to date with the changes, including changes in terms, updates to services, or security alerts.

- 4.2. **API** - By using the API provided by us, users can seamlessly connect to a vast network of leading exchanges, decentralized finance (DeFi) ecosystems, and global liquidity pools.

User responsibilities

- Users must obtain proper authorization to access and use the API. Access credentials, such as API keys, are to be kept secure and confidential. Unauthorized use of the API is strictly prohibited.
- The API is intended for lawful purposes only. Users agree to utilize the API strictly for connecting to exchanges, DeFi ecosystems, and liquidity pools as intended by the platform. Any other use, including but not limited to unauthorized data scraping, automated trading without consent, or malicious activities, is prohibited.
- Users are responsible for ensuring that their activities through the API comply with all applicable laws and regulations, including those related to financial transactions, anti-money laundering (AML), and know-your-customer (KYC) requirements.

- Users may not reverse engineer, decompile, or create derivative works based on the API. We as well as our Third Party are not liable for any losses or damages resulting from the use of the API, including but not limited to errors in data, transaction failures, or unauthorized access. Users assume all risks associated with API usage.
- Users must follow the guidelines as outlined in the API Docs while initiating swaps via APIs. For example: Passing the memo information where memo is mandatory, else you risk losing the funds.

4.3. **Swap Widget** - The Swap Widget available on our platform allows users to exchange tokens across different blockchain networks (e.g., Ethereum to Polygon) by integrating services provided by third-party platforms. By using the Swap Widget, users can initiate token swaps between supported cryptocurrencies and blockchain networks through third-party service providers integrated into the platform. It allows users to quickly and efficiently exchange one cryptocurrency for another, all without leaving your site.

User responsibilities

- By using the Swap Widget, you acknowledge that you understand and accept the risks associated with decentralized & centralized token swaps, including but not limited to, market volatility, liquidity constraints, network congestion, and potential technical issues from third-party service providers.
- FomoSwap and its affiliates shall not be held liable for any losses, damages, or liabilities arising from your use of the Swap Widget, including but not limited to, losses resulting from third-party errors, delays, service interruptions, or technical malfunctions in the execution of token swaps. Users agree to hold FomoSwap and its third-party service providers harmless from any claims or disputes that may arise as a result of their use of the Swap Widget.
- Users are responsible for ensuring that their use of the Swap Widget complies with all applicable laws and regulations in their jurisdiction. FomoSwap does not provide legal or financial advice and is not responsible for any violations of local laws by users in relation to their use of the service.

4.4. **Affiliate Program** – FomoSwap offers an Affiliate Program (referred to as the "Program") that allows users to earn commissions by referring new users to the platform through a unique referral link provided by FomoSwap. Users who participate in the Program ("Affiliates") can earn rewards based on the activity of the users they refer, in accordance with the terms outlined in this section.

4.4.1. To participate in the Affiliate Program, users must connect their EVM wallet on the FomoSwap platform and agree to these Terms of Use. FomoSwap reserves the right to accept or reject any application to join the Program at its sole discretion. Participation in the Program is subject to compliance with all applicable laws and regulations.

4.4.2. Affiliates may earn up to 50% commissions or rewards based on the transaction activity of the users they refer, in accordance with the commission structure established by FomoSwap. FomoSwap reserves the right to modify the commission structure at any time without prior notice. Affiliates are responsible for monitoring their accounts to determine if any changes have been made.

4.4.3. The referred user will receive a 10% discount on the platform fees for a period of up to 30 days. Please note that this discount only applies to the portion of the platform fee that exceeds the minimum fee.

4.4.4. Affiliates are prohibited from engaging in the following activities while participating in the Affiliate Program:

- Spamming or distributing referral links through unsolicited means, such as mass emails, social media spam, or any other form of unsolicited communication.
- Misrepresenting FomoSwap services or providing false or misleading information to referred users.
- Using the referral link for fraudulent activities, including creating fake accounts or transactions to manipulate the referral system.

FomoSwap reserves the right to suspend or terminate an Affiliate's participation in the Program if any prohibited activities are detected.

- 4.4.5. Rewards earned through the Affiliate Program will be credited to the Affiliate's account in accordance with FomoSwap Fees & Reward schedule and procedures. FomoSwap reserves the right to delay or withhold payments in the event of suspected fraudulent or abusive activity. Rewards worth less than \$5 are carried forward to the next month.
- 4.4.6. FomoSwap reserves the right to terminate an Affiliate's participation in the Program at any time for any reason, including but not limited to, violations of these Terms of Use or any applicable laws. In the event of termination, any unpaid rewards may be forfeited at FomoSwap's discretion.
- 4.4.7. FomoSwap reserves the right to modify, suspend, or terminate the Affiliate Program at any time, with or without prior notice. In the event of termination, Affiliates will be notified, and any pending rewards will be subject to FomoSwap's discretion.
- 4.4.8. FomoSwap is not responsible for any losses, damages, or liabilities incurred by Affiliates as a result of their participation in the Program. Affiliates agree to indemnify and hold FomoSwap harmless from any claims or disputes that may arise from their referral activities.

User responsibilities

- Users must ensure that you use the provided link accurately and consistently when inviting others to join FomoSwap.
 - Users must be aware that the rewards apply only to swaps conducted via certain centralized exchanges (CEX) and not to all the exchanges. Ensuring that your affiliates are aware of this to maximize your potential rewards.
 - You can earn up to 50% commission on trades made by those you refer to FomoSwap based on the monthly volume of your referrals in that particular month. The more affiliates you generate, the higher your potential rewards. Please refer to the app for the details about the eligibility of the commission based on the total volume by referrals.
 - Understand that commission payments are at FomoSwap's discretion and may be subject to change.
 - The rewards will be airdropped to your BNB address on a monthly basis for up to six months from the date of referral of each affiliate. Ensure your BNB address is correct and accessible for receiving rewards.
 - Currently, the rewards are supported for Ethereum and all EVM-compatible networks. Ensure you and your affiliates use these supported networks to be eligible for rewards.
 - Do not engage in fraudulent activities, such as creating fake accounts, to earn rewards. Such actions can lead to disqualification from the affiliate program.
- 4.5. **Fiat on/off ramp services** – FomoSwap offers access to third-party services that facilitate the buying and selling of cryptocurrency using fiat currencies (referred to as "Fiat On/Off Ramp Services"). These services allow users to purchase cryptocurrency (on-ramp) or convert cryptocurrency back into fiat currency (off-ramp) through various payment methods, including credit cards, bank transfers (SEPA), Apple Pay, or Google Pay.

User responsibilities:

- The Fiat On/Off Ramp Services are provided through integration with third-party service providers. FomoSwap does not control or operate these services and is not responsible for their performance, reliability, or availability. By using these services, you acknowledge that any transaction, payment processing, or service issue is subject to the terms and conditions of the third-party provider. FomoSwap does not bear any liability for losses or issues arising from your use of these third-party services.
- Users shall ensure that all personal and financial information provided for the purchase or sale of tokens is accurate and up-to-date, which includes the bank account details.
- Users must securely connect their bank accounts or choose the payment method for both buying tokens with fiat and converting tokens back into fiat. It is the user's responsibility to provide accurate and up-to-date bank details.
- Users are responsible for understanding and accepting any fees associated with fiat on/off ramp services. This includes transaction fees, conversion fees, or any additional charges imposed by the Third Parties or banks.

- 4.6. **CEX and DEX** - As FomoSwap being a hybrid CEX and DEX aggregator, the users should read the following terms carefully outlined specifically for CEX and DEX before using the Services.

4.6.1. **User responsibilities with respect to CEX:**

- 4.6.1.1. For the purpose of swapping via the CEXs a virtual address shall be created. Third Party Service Provider may assign virtual addresses to each user in a format deemed appropriate, based on the complexity of the services offered. This may include, but is not limited to, various combinations of characters or a unique identifier. Users are prohibited from sharing their virtual address to any other third parties or others. When you allow to create a virtual address, you accept full responsibility for all actions associated with it. You agree to provide accurate, truthful, and current information and to comply with any AML/KYC procedures that may be periodically required.
- 4.6.1.2. Additionally, you are responsible for keeping your User information up to date. If you suspect any security issues related to your virtual address, you must promptly notify the Service Provider.
- 4.6.1.3. If you violate these Terms or if other conditions arise, such as market disruptions or Force Majeure events, we may, at our sole discretion and without liability to you, take certain actions with or without prior notice. These actions may include suspending your access to some or all of our Services, limiting your ability to complete actions within the Services, such as closing open trade orders, or terminating your access entirely by deactivating your virtual address and deleting all associated information and files.
- 4.6.1.4. In case of deposit or withdrawal of crypto assets to the virtual address users transfer crypto assets to and from their virtual address via Service Provider, with certain limitations that may change periodically. Users are responsible for any claims or damages arising from deposit or withdrawal requests that breach these limitations and must cover any associated fees imposed by the Service Provider. Service Provider is not liable for such fees or any issues related to the services provided by Third Party.
- 4.6.1.5. In cases where the Third Party rejects or delays processing crypto assets, FomoSwap is not responsible for any resulting claims or damages. Users acknowledge that an address for receiving crypto assets will be created automatically upon request, and they authorize this creation.
- 4.6.1.6. Users must comply with verification requests (the KYC / Source of funds etc) from FomoSwap or our Third Party Service providers. Users authorize FomoSwap to share the verification details with the Third Party Service providers or law enforcement authorities on a need basis. By requesting transactions, Users authorize FomoSwap to execute these transfers. FomoSwap will strive to process transfers promptly but does not guarantee specific timeframes due to third-party influences. Users accept that delays are possible and agree to indemnify FomoSwap and Third Party against any related claims or damages.
- 4.6.1.7. When you place a trade order via our Services, you authorize us to record the transfer of your crypto assets to or from your virtual address and to reserve your assets as needed, charging any applicable fees for this process. For executing trade orders, you might need to transfer funds to an address we provide, which is specific to that order. You agree not to use this address for other transactions once the order is placed. We do not act as your broker or advisor. Rates/Quotes provided may differ from those elsewhere and are not investment advice.
- 4.6.1.8. Market Price may vary due to market changes. We are not liable for rate fluctuations, delays, or errors.
- 4.6.1.9. After a trade, you'll see confirmation status on the app; failure to receive it does not affect the transaction.
- 4.6.1.10. We may refuse transfers, impose limits, or modify conditions without notice.

- 4.6.1.11. If an order cannot be executed due to rate changes or disruptions, we may return funds after deducting the withdrawal fees, execute at a new rate, or follow your instructions.
- 4.6.1.12. Cancellation is only possible before the funds have been credited to the virtual address.
- 4.6.1.13. If funds are insufficient, orders may be partially placed or canceled entirely.
- 4.6.1.14. You are responsible for any taxes on your transfers. We do not handle tax matters or act as your tax agent.

4.6.2. **User responsibilities with respect to DEX:**

- 4.6.2.1. When users initiate swaps through decentralized exchanges (DEXs) on our platform, the transactions are executed via Smart Contracts facilitated by our Third Party DEXs.
- 4.6.2.2. These Smart Contracts are self-executing agreements with the terms of the swap directly written into code, ensuring that the swaps are carried out securely and efficiently.
- 4.6.2.3. Once a swap is initiated, the Smart Contract processes the transaction automatically, completing the swap. Users are solely responsible for the swaps they initiate.
- 4.6.2.4. Once a Smart Contract is executed, the transaction cannot be reversed or modified. Users should carefully review all details before confirming a swap. Any errors in the transaction, such as incorrect amounts or token selection, are the user's responsibility. We are not liable for any losses, errors, or issues that arise from the use of Smart Contracts or the Partner DEXs.

By using the aforementioned Services, you agree to adhere to the Specific Terms associated with each Service. Your continued use of these services signifies your understanding and acceptance of these terms. You acknowledge that you bear all risks related to the use of the Services, including but not limited to financial transactions, data security, and compliance with relevant laws and regulations. You use the services at your own risk. YOU AGREE TO INDEMNIFY FOMOSWAP AND ITS THIRD PARTY SERVICE PROVIDERS AGAINST ANY LIABILITIES, DAMAGES, OR LOSSES RESULTING FROM YOUR USE OF THE SERVICES. BY USING THE SERVICES YOU ACCEPT THE FULL RESPONSIBILITY FOR ANY CONSEQUENCES THAT MAY ARISE FROM YOUR ENGAGEMENT WITH THE PLATFORM.

5. ELIGIBILITY TO USE THE SERVICE

The Services are available to individuals who are 18 years or older. By accessing or using our Services, you affirm that you are at least 18 years of age, and that you have not been previously suspended or barred from using the Services. You also affirm that you possess the legal capacity to enter into this agreement without breaching any other existing agreements or obligations.

Furthermore, you guarantee that any crypto assets you transfer to the Services are free from any claims, liens, disputes, or legal restrictions, and that no third-party rights exist over those assets. You agree to use the Services solely with your own email address and for your own personal benefit, without acting on behalf of or in the interest of any other individual.

You affirm that you are not a Politically Exposed Person (PEP), nor a close associate or family member of a PEP. PEPs, along with their family members or close associates, are prohibited from using the Services. You also represent that you are not included on any trade or economic sanctions lists, such as those maintained by the United Nations Security Council, and are not restricted from participating in any form of trading by any legal or regulatory authorities.

Our Services are not available in every jurisdiction. We limit our operations to regions where our Third Party is providing their services. As a result, access to our Services may be restricted in certain countries or regions based on regulatory requirements or business considerations, which at this time include the USA, India, Singapore, and any state, country or UN sanctioned jurisdiction where the local laws prohibit you at any time (by reason of your nationality, domicile, citizenship, residence or otherwise) to access or use the Services. The content of the Terms shall not be excluded from the laws of the country or region under which the User belongs. As a result, if You do not meet these eligibility requirements, do not use our Services.

It is your responsibility to ensure that using our Services complies with the legal requirements in your jurisdiction. If you are located in an area where our Services are restricted or prohibited, you agree not to access, register, or use the Services. We may also implement measures such as blocking access based on your location to prevent unauthorized use.

We reserve the right to modify, limit, or discontinue the availability of our Services in certain jurisdictions, which may result from changes in regulations, business, or other factors. We and our third party service providers are not liable for any consequences, including loss of access or functionality, due to the unavailability of Services in your jurisdiction.

We reserves the right to close any of your User Accounts, reject any transaction instructions, or require you to withdraw all your crypto assets from the platform if: (i) we identify that you are accessing the Services from any of the restricted jurisdictions mentioned earlier, or (ii) you have provided inaccurate information regarding your location of incorporation, establishment, citizenship, or residency.

By accessing or using the Services, you confirm, agree, and guarantee that you will not violate any applicable laws, agreements, intellectual property rights, or any third-party rights, nor will you engage in any unlawful behavior. Specifically, without limiting the generality of the above, you agree and guarantee that you will not:

- Use any methods to disguise or hide your IP address or the details of transactions;
- Create or distribute tools that infringe on these terms or enable others to do so, including by disguising IP addresses or obscuring transaction details;
- Use the Services in any way that could interfere with or disrupt other users' access to the Services, or that could impair the functionality, performance, or availability of the Services;
- Engage in illegal activities such as fraud, money laundering, terrorist financing, or unlawful gambling;
- Use bots, spiders, crawlers, scrapers, or any other automated tools not authorized by us to access the Services or collect data;
- Attempt to use another user's account without proper authorization;
- Try to bypass any content restrictions or security measures we have in place, or attempt to access areas of the Services for which you do not have permission;
- Develop any third-party applications that interact with the Services without our prior written approval;
- Provide false, misleading, or inaccurate information;
- Encourage or assist any third party to participate in any of the prohibited activities listed in this section.

You agree to indemnify and hold the FomoSwap and its Third Party harmless from any claims, demands, or damages whether direct, indirect, consequential, or special including but not limited to loss of use, profits, or data. This applies to any claim arising from or in connection with your breach or invalidity of the representations, warranties, or covenants stated in this section and the full terms of service, regardless of whether the claim is based on contract, tort (including negligence), or any other legal theory.

6. GENERAL CONDITIONS

When using our Services, it is strictly prohibited to transmit any harmful code, such as worms, viruses, or any other malicious software that could disrupt or damage the functionality of the platform. Additionally, users are not permitted to reproduce, duplicate, sell, resell, or exploit any portion of the Service without obtaining explicit written consent from FomoSwap or Third Party service provider.

Respecting intellectual property rights is of utmost importance, and users must refrain from infringing upon or violating those rights. Uploading or transmitting malicious software, viruses, or any harmful code that could affect the operation of the Service is strictly forbidden. Users are also prohibited from collecting or tracking the personal information of others, engaging in activities such as spamming, phishing, or other harmful behavior.

Any attempts to interfere with the Service's security features, bypass protections, or use automated systems (such as bots) to access the platform will lead to immediate restrictions. If it is suspected that a user is attempting to access the Service or make transactions from a restricted country, their access may be limited or denied.

Any breach or violation of these terms may result in the immediate termination of the user's access to FomoSwap Services. Compliance with these rules is essential to ensure a safe and secure environment for all users.

7. PROHIBITED USE

The following activities are strictly prohibited when using this platform and including the Third Party services collectively:

1. Using the Site or Services to breach any laws or regulations in your jurisdiction.
2. Engaging in actions that disrupt or undermine the rights and responsibilities of FomoSwap, its Affiliates, other users, or third parties.
3. Taking advantage of any technical issues, delays, malfunctions, or security vulnerabilities on the Site or Services.
4. Performing activities harmful to FomoSwap, its Third Party partners, other users, or third parties.
5. Attempting to make purchases from restricted countries may result in limited access to FomoSwap Services.
6. Violating or infringing upon any Intellectual Property Rights of FomoSwap or Third Parties.
7. Deliberately causing harm to FomoSwap, other users, or third parties through your use of the Site or Services, except where such actions are protected by applicable laws regarding free speech.
8. Impersonating other users or individuals.
9. Sending unsolicited advertising or promotional materials, including junk mail, chain letters, spam, or similar solicitations, without prior written approval from us.
10. Engaging in the collection of personal information from other users, spamming, phishing, or any other malicious activity.
11. Using the Site or Services while residing in or being a citizen of a country where access to the Site or Services is prohibited by local law. By using the Site, you voluntarily assume responsibility for complying with local legal requirements.
12. Linking to FomoSwap's trademarks or content from external websites without obtaining prior written consent from us is prohibited.

Any involvement in the activities listed above is considered a 'Prohibited Use,' FomoSwap and Third Party reserves the right to take appropriate action at its sole discretion.

8. PERSONAL INFORMATION

Privacy is a fundamental aspect of financial transactions, particularly in a decentralized setting. By using the Site and accepting these Terms, you also consent to our [Privacy Policy](#), which outlines how your personal data is handled.

To understand how we collect, use, and share your information, please refer to the privacy policy section on our Site for further details. Users are advised that we may share certain personal information, such as your IP address and other relevant data, with our Third Party on an as-needed basis.

We only disclose user information to trusted Third Party who are legally bound to protect your data and comply with relevant privacy laws. These providers are restricted to using your information solely for the purpose of assisting us in delivering our Services and are not permitted to use it for any other purpose.

In the event that a transaction is flagged as potentially risky by a Third Party Service Provider, the transaction may be temporarily withheld. The Third Party Service Provider may request additional information from the user, such as KYC details, source of funds, and other relevant documentation to ensure compliance with their internal policies and regulatory obligations.

By using our platform, you acknowledge and agree that sharing your information with third parties may be necessary to ensure the security and proper functioning of the Services.

9. RISK DISCLOSURE

Trading in crypto assets involves considerable risks, and substantial losses are possible. You should evaluate carefully whether using these Services aligns with your financial situation.

There is no guarantee that our trading market will remain stable or orderly. It is important to exercise caution when trading crypto assets or other assets, as prices can vary widely and rapidly. Consequently, the value of your assets may fluctuate significantly, and any trading position could experience dramatic changes in value or potentially become worthless.

You acknowledge that the cost and speed associated with transactions on cryptographic and blockchain systems, can fluctuate and may increase significantly at any time. You agree to accept full responsibility for any risks related to using the App, and you recognize that FomoSwap and its Third Party are not liable for any losses you might incur due to these risks.

Users are responsible for any losses resulting from their own errors or mistakes. This includes, but is not limited to, failure to follow transaction instructions, delays in executing trades, forgotten or compromised passwords, and unauthorized access to your computer.

If a user gains an unjust advantage due to a loophole in the trading system, we will attempt to recover the gains and require the user to cooperate. Failure to cooperate may result in actions such as restricting account transactions, freezing account funds, pursuing legal action, or other necessary measures. Costs associated with such actions will be the responsibility of the user.

Please be aware of the following:

- You might experience a total loss of the crypto assets in your account, and losses could exceed the value of those assets in some cases.
- Under certain market conditions, it may be challenging or impossible to liquidate a position, especially during significant market movements or when liquidity is low.
- Instructions to limit losses may not always be effective due to market conditions that could prevent their execution.
- All positions in crypto assets involve risk, and a "spread" position may not necessarily be less risky than a direct "long" or "short" position.

These points apply to all crypto assets. This summary does not encompass all the risks associated with crypto asset trading and should not be considered professional advice.

You agree to indemnify and protect FomoSwap and its Third Party from any claims, demands, or damages whether direct, indirect, consequential, or special that arise from your use of our platform. This includes, but is not limited to, issues resulting from personal errors, such as forgotten passwords, incorrect transactions, or loss of account access.

ALL OF THE POINTS MENTIONED ABOVE ARE RELEVANT TO ALL DIGITAL ASSET TRANSACTIONS. THIS BRIEF OVERVIEW CANNOT POSSIBLY COVER EVERY RISK AND DETAIL RELATED TO SUCH TRANSACTIONS.

10. FEES AND REWARDS

10.1. Platform Fee Structure and Settlement

10.1.1. API Partner Fee Structure:

- 10.1.1.1. Fee Setting: API Partners are entitled to set any fee amount for their swap services. The fee distribution shall be 70% to the API Partner and 30% retained by FomoSwap. This is applicable to all Third Party service providers where fees can be set at the API level. The maximum allowable fee is 3%.
- 10.1.1.2. However there is a certain minimum fee that applies for swaps via “FomoSwap Pool”. If you pass fee below the min. fee, by default min. fee is considered, which is usually 0.6%
- 10.1.1.3. Standard Fee: For services where fees can not set at the API/Transaction level, a standard fee applies, with a revenue share of 70% to the API Partner and 30% to FomoSwap.
- 10.1.1.4. Revenue Monitoring and Settlement: Revenue earned can be monitored through the API Partner Dashboard. The settlement of the revenue for each month shall occur by the 10th of the following month to the settlement address specified in the Dashboard, in USDT or any other stablecoin as specified.
- 10.1.1.5. Alternative Arrangements: Any alternative fee arrangements or variations from the standard structure shall be governed by a separate written agreement between the parties.

10.2. Swap Widget Partner Fee Structure:

The revenue sharing arrangement for Swap Widget Partners shall be identical to the API Partner Fee Structure detailed above.

10.3. Platform Fee:

A "platform fee" shall be deducted from the source token during the processing of transactions and which shall be calculated & displayed to the user at the time of making the transaction on the Platform.

10.4. Gas Fee on Affiliate Reward Airdrop:

The affiliate reward will be airdropped to the Affiliate, and during the distribution, a gas fee will be deducted based on prevailing market conditions.

10.5. Reward Distribution to Affiliate:

Affiliate Rewards accumulated over the course of a month will be distributed by the 10th of the following month. Fees are collected in the token being swapped and converted to USDT prior to settlement. Partners acknowledge that the fee displayed on the Dashboard and the final settled amount in USDT may differ due to fluctuations in token prices. The actual settled amount may vary accordingly. The minimum fee for API Partners and Swap Widget Partners to receive the monthly Airdrop is \$500. Any amount below \$500 will be carried forward to the next month and the same can be seen via the Partner Dashboard.

The fee structure outlined above is subject to change at the sole discretion of FomoSwap. The terms specified may be modified or updated without prior notice. FomoSwap is not responsible for any variations or discrepancies resulting from such fluctuations. FomoSwap shall not be liable for any losses, damages, or other liabilities arising from the use of the API or Swap Widget services. FomoSwap reserves the right to enforce these terms and seek remedies for non-compliance.

11. **DISCLAIMERS**

11.1. **Waiver of Liability**

Your use of the Service is entirely at your own risk. The Services and products on the FomoSwap platform and its Third Party are offered on an "as is" and "as available" basis, without any representations, warranties, or conditions of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title, durability, and non-infringement.

We, along with any affiliated parties, shall not be liable for any damages arising from your use of the Service, products, or Services. This includes direct, indirect, incidental, punitive, special, or consequential damages, such as lost profits, lost revenue, lost savings, data loss, or replacement costs, even if we have been advised of the possibility of such damages. Where liability limitations are restricted by law, our liability will be confined to the maximum extent permitted.

11.2. **No Prospectus or Offer of Securities**

These terms do not constitute a prospectus, offer document, or solicitation for investment in securities in any jurisdiction.

11.3. **Service Continuity**

We do not guarantee that our Service will be uninterrupted, timely, secure, or free from errors. We reserve the right to modify or discontinue the Service at any time without prior notice. The FomoSwap and Partner Services may be subject to interruptions beyond our control.

11.4. **Forward-Looking Statements**

Statements in these terms, on our website, in press releases, or available to the public may contain forward-looking statements. Actual results and achievements may differ from those anticipated in these statements. FomoSwap makes no representation or warranty regarding the accuracy or completeness of any information provided in these terms.

11.5. **No Business, Legal, or Financial Advice**

The information provided in these terms is intended for descriptive purposes only and should not be interpreted as business, legal, or financial advice related to participating in or contributing to the FomoSwap ecosystem or its projects. Information available on the website, and other media is for general informational purposes and should not be considered investment advice. Although we aim to provide

accurate and up-to-date information, we make no warranties regarding its completeness, accuracy, reliability, suitability, or availability. You acknowledge that reliance on such information is at your own risk.

12. LIMITATION OF LIABILITY

Unless otherwise explicitly stated in writing by us, our Services are provided on an "As is" and "As available" basis. We explicitly disclaim all warranties, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement concerning our services, as well as the information, content, and materials provided.

EXCEPT AS MANDATED BY LAW, NEITHER WE NOR OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR THIRD PARTY WILL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA. This includes damages arising from or related to the use of, or inability to use, our services or intellectual property. We and our Third Party service providers are not responsible for damages resulting from reliance on information provided by us or our Third Party service providers, or from errors, interruptions, file deletions, defects, viruses, delays, or performance issues, regardless of their cause, including force majeure events, communication failures, theft, destruction, or unauthorized access to our records or services.

To the fullest extent allowed by law, our total liability (including that of our directors, officers, employees, and agents) for any claims related to or arising from the use of, or inability to use, our services, shall not exceed the amount you paid to us in the three months preceding the event giving rise to the claim.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD FOMOSWAP AND ITS THIRD PARTY SERVICE PROVIDERS HARMLESS, ALONG WITH ITS AFFILIATES' RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AND AGENTS, FROM ANY CLAIM, DEMAND, LAWSUIT, ACTION, PROCEEDING, INVESTIGATION, LIABILITY, DAMAGE, LOSS, COST, OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM YOUR USE OF, OR CONDUCT IN CONNECTION WITH, THE SITE AND SERVICES; YOUR VIOLATION OF THESE TERMS; YOUR VIOLATION OF APPLICABLE LAWS OR REGULATIONS; OR YOUR INFRINGEMENT OR MISAPPROPRIATION OF THE RIGHTS OF ANY OTHER PERSON OR ENTITY.

13. INDEMNIFICATION

To the fullest extent allowed by law, you agree to indemnify, defend, and hold harmless FomoSwap and its current, past, and future Third Party service providers, employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, Third Party service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns against any and all claims, demands, actions, damages, losses, costs, and expenses, including attorney fees, arising from or related to:

- Your utilization of the Services.
- Your adherence to or violation of these Terms.
- Your breach of any terms outlined herein.
- Your infringement upon the rights of any individual or entity.

FomoSwap has the right to take over the defense of any claim for which indemnification is sought under this section, at your cost. This indemnification obligation is in addition to, and does not replace, any other indemnification provisions found in any agreement you have with FomoSwap.

14. RESTRICTED JURISDICTIONS

We offer our Services only in regions where our third-party service providers are active. Consequently, access to our Services may be limited in certain countries or regions due to regulatory restrictions or business considerations where our third-party providers do not operate.

We reserve the right to alter, restrict, or cease offering our Services in particular jurisdictions, which may be influenced by changes in regulations, shifts in business of Third Party service providers or other factors. Neither we nor our Third Party service providers will be responsible for any repercussions, including loss of access or functionality, resulting from the unavailability of our Services in your location.

15. COPYRIGHTS AND INTELLECTUAL PROPERTY

Unless stated otherwise by us, the intellectual property related to our Services (Service Provider IP) is owned by us or our licensors and is protected by international copyright and other intellectual property laws. We grant you a limited, non-exclusive, and non-transferable license to access and use this Service Provider IP solely for personal or business purposes related to the regular use of our Services. This license will automatically end if we suspend or terminate your access to the Services.

16. DISCONTINUANCE OF SERVICES

- 16.1. Service Modifications and Disruptions: We reserve the right to modify the Service and/or to disrupt, suspend, or cease the Service at any time, with or without prior notice.
- 16.2. Service Termination and Suspension: We may, at our sole discretion, discontinue or terminate the Service provided to you, either temporarily or permanently, without notice. This includes, but is not limited to, the following situations:
- If the personal information you have provided is false or inconsistent with the information given at the time of registration, and you fail to provide reasonable evidence to correct it (note that you are required to submit accurate information in accordance with applicable laws and regulations);
 - If you breach any relevant laws, regulations, or the terms of this agreement;
 - If required by legal provisions, regulations, or directives from relevant government authorities;
 - For security reasons or other necessary circumstances.

17. WARRANTY DISCLAIMER

Services are provided on an "AS IS" and "AS AVAILABLE" basis, without any warranties of any kind. To the fullest extent allowed by law, we disclaim all representations and warranties, whether express or implied, related to the Services, including the underlying software, information, and content. This includes, but is not limited to, warranties of merchantability, fitness for a specific purpose, title, non-infringement, and freedom from computer viruses. We also disclaim any implied warranties arising from course of dealing, course of performance, or trade usage. We make no guarantees regarding the accuracy, completeness, availability, timeliness, or absence of harmful components in the content accessed through the Services. Furthermore, we do not warrant that your use of Services of the Third Party service providers through FomoSwap will be uninterrupted, timely, or error-free, nor that it will meet your specific needs or expectations.

18. REFUND POLICY

By initiating an exchange request on our Site, you agree to comply with the terms outlined in this Refund Policy.

- 18.1. Eligibility for Refund: A refund may be requested under the following circumstances:
- 18.1.1. Transaction Failure: If the exchange is marked as "Failed."
- 18.1.2. Pending Deposit: If funds are credited to the FomoSwap deposit address, but the transaction remains in the "Awaiting deposit" stage.

Refunds will not be granted for transactions in any other statuses as these statuses indicate the absence of external issues. However, FomoSwap retains the right to evaluate refund requests for these statuses on a case-by-case basis.

- 18.2. Conditions Affecting Refunds: FomoSwap does not guarantee refunds if the User fails to adhere to the instructions provided during the exchange process or those specified on the order page. This includes, but is not limited to:
- Sending digital assets different from those specified or in an incorrect network.
 - Sending digital assets with an expired contract.
 - Depositing without the required tag (e.g., MEMO Destination Tag, Payment ID) if specified on the order page.
 - Depositing an amount below the minimum limit set by Fomoswap.

Each case will be reviewed individually by the Service Provider.

- 18.3. Additional Fees: In certain situations, our liquidity provider may impose an additional fee for assisting in the recovery of User funds. This fee may be deducted from the deposit amount or charged separately.

- 18.4. Non-Refundable Situations: Refunds will not be issued for:
- Risk Trigger by Third Party Service providers due to AML or any other reason, Counterfeit or imitation assets.
 - Assets sent through test networks.
- 18.5. Requesting a Refund: To request a refund, Users must contact Support through the official communication channels: HELP menu in the app. We are not responsible for any information disclosed to third parties or refund requests submitted through unofficial channels. Users should avoid trusting personal messages or inquiries from individuals claiming to represent FomoSwap. If you cannot verify the authenticity of the request, contact us directly at the HELP menu in the app.
- 18.6. Refund Processing: FomoSwap offers refunds ONLY to the original address during the exchange creation.
- When processing refunds, the support service may request additional confirmation of deposit ownership in the required format.
- Refunds may include deductions for network fees from the original deposit amount. If the refunded asset is a token rather than the main network coin, the User may need to pay additional coins from the main network to cover the network fee.
- FomoSwap will not be liable for any funds sent to fraudulent or phishing sites that mimic the original FomoSwap project. Users should ensure they are visiting the correct domain.
- 18.7. Fund Retention Period: FomoSwap will hold User funds for a maximum of one calendar year. After this period, FomoSwap does not guarantee the safety or availability of unclaimed funds.

19. CUSTODY OF DIGITAL ASSETS

In the case of CEX, the Third Party Service Provider reserves the right, at its sole discretion and without incurring any costs for you, to alter or discontinue any aspect of our Services at any time, with or without prior notice. It is your sole responsibility to keep an external backup of any wallet addresses and their corresponding private key pairs that are stored in your wallet, independent of our Services. By maintaining these external backups, you ensure that you can access the blockchain network associated with your wallet, allowing you to restore your wallet fully at any time without additional costs or loss of Digital Assets. Failure to maintain an external backup of your wallet data outside of our Services may result in the loss of access to your Digital Assets.

In the case of decentralized exchanges (DEXs), users maintain complete control over their private keys and funds through the use of non-custodial wallets. You retain complete custody and control over the digital tokens in your third-party digital wallets at all times. We do not provide wallet services, nor do we hold, access, or retain the electronic private key to your digital wallet. As the owner and custodian of the digital tokens in your wallets, you are solely responsible for any risk of loss associated with these tokens. This means that your private keys, which are essential for accessing and managing your funds, are stored solely by you and not by any intermediary. As a result, you are directly responsible for the security of your private keys and the integrity of your funds. This decentralized approach ensures that you have greater control and autonomy over your assets, while also placing the responsibility for safeguarding them.

FomoSwap or the Third Party service providers will not be liable for any loss of Digital Assets resulting from the modification or discontinuation of any part of our Services.

20. MARKETING AND PROMOTION

20.1. Promotional Materials Approval:

You acknowledge that prior written approval from the Service Provider is required before using any promotional materials to advertise or market the Service Provider's services and products. Unauthorized use or inappropriate marketing practices are prohibited and may result in actions taken by the Service Provider.

20.2. License to Use Brand Content:

The Service Provider grants you a non-exclusive, limited, and non-transferable license to use its trademarks, service marks, logos, slogans, and other brand content in promotional materials. This license will terminate upon the end of the agreement or if limitations are imposed by the Service Provider due to violations. The Service Provider retains ownership of all approved promotional materials. Upon termination of the agreement, you must promptly delete or remove any such materials from your possession.

20.3. Prohibited Advertising and Marketing Methods:

You must avoid the following prohibited advertising, marketing, and promotional practices, as deemed inappropriate by the Service Provider. The Service Provider will make the final determination of what constitutes inappropriate methods. Violations may result in termination of your affiliate account, restrictions on Service usage, suspension of payments, or withholding of balances.

- 20.3.1. Illegal and Spam Methods: Unsolicited emails and Unauthorized placement of links in forums, newsgroups, and message boards
- 20.3.2. Keyword Bidding: Bidding on keywords containing the Service Provider's trademark or its variations in pay-per-click or pay-per-impression campaigns without prior approval
- 20.3.3. Display URL Use: Using the Service Provider's website(s) as a display URL in paid ads or redirecting users to the Service Provider's website(s)
- 20.3.4. Copyright Infringement: Using non-original, copyright-infringing content to promote the Service Provider
- 20.3.5. Traffic Methods: Utilizing traffic from paid-to-read, paid-to-click, banner exchanges, click exchanges, PPV advertising, pop-ups/unders, or similar methods
- 20.3.6. Incentives: Providing cash backs, rewards, or other incentives to obtain sales without prior approval.
- 20.3.7. Price Savings Methods: Offering coupons, vouchers, discount codes, or added-value offers without prior approval
- 20.3.8. Damage to Image: Using the Service Provider's advertising materials, trademarks, or name in a way that harms its image
- 20.3.9. Tracking Cookies: Using iframes or other technologies to place affiliate tracking cookies in any manner other than through an actual click-through
- 20.3.10. Link Cloaking and Masking: Employing link cloaking or masking techniques to promote the Service Provider on websites or networks not listed in your affiliate profile
- 20.3.11. Objectionable Content: Using lewd, obscene, illegal, or objectionable material on your website(s), including bigotry, hatred, pornography, and other offensive content. The classification of such content is at the Service Provider's discretion
- 20.3.12. Trademark and Third-Party Keywords: Using keywords and phrases containing the Service Provider's trademarks or variations confusingly similar to its trademarks, name, logo, or domain name without prior approval and Using keywords and phrases similar to third-party trademarks, names, logos, or domain names without authorization from the trademark owner.

20.4. Paid Advertisement Integration: To integrate paid advertisements on your web resources to promote the Service Provider's services and products, you must:

- 20.4.1. Obtain written approval from the Service Provider at least seven (7) days before integrating the paid advertisements.
- 20.4.2. Secure written approval for the keywords used in the paid advertisements that will direct users to your web resources, noting that restrictions apply to branded keywords.
- 20.4.3. Provide the Service Provider with access to your Google Ads account with at least view-only rights.

21. THIRD PARTY CONTENT

Through the Services, you may access and use content provided by third parties. The Service Provider does not guarantee that such third-party content will be free from material that you may find objectionable. The Service Provider disclaims any responsibility or liability for your access to or use of any third-party content.

22. TAX MATTERS

Users are entirely responsible for understanding and fulfilling any tax obligations related to their transactions conducted through the Services. This responsibility includes determining whether taxes apply to their transactions and ensuring that the correct amount is reported and paid to the appropriate tax authorities. FomoSwap and its Third Party service providers are not liable for any tax-related matters concerning your transactions, nor does it handle the collection, reporting, withholding, or payment of taxes.

As a user of the Services, it is essential to be aware of and comply with the tax laws and regulations relevant to your specific situation and the jurisdictions involved. Neglecting your tax responsibilities could lead to legal and financial repercussions. It is advisable to seek professional tax guidance to ensure that you meet all applicable tax requirements. Tax advice is not provided by FomoSwap or the Third Party service providers.

23. FORCE MAJEURE

FomoSwap and the Third Party service partners are not liable for any delays, performance failures, or interruptions in Service that result from circumstances beyond our reasonable control. These circumstances include, but are not limited to: natural disasters, actions by government or military authorities, terrorism, civil unrest, industrial actions, embargoes, wars, strikes, labor disputes, fires, earthquakes, storms, interruptions in utility services, hardware or software failures, smart contract vulnerabilities, technological advancements, changes in interest rates or monetary conditions, modifications to blockchain protocols, and other unforeseen events.

Such force majeure events do not affect the validity or enforceability of the remaining terms of this Agreement. If we are unable to provide our Services as described in these Terms due to these uncontrollable events or changes in applicable laws or sanctions, FomoSwap and the Third Party service providers will not be held liable for any inability to perform our Services during the period affected by the force majeure event.

24. TERMINATION

Even after your license to use the Services is terminated, the obligations set forth in these Terms will continue to apply. This means that you remain responsible for adhering to the commitments and duties specified in these Terms, even after your access to Services has been revoked.

25. UPDATES TO THE TERMS OR SERVICE

We retain the right to alter or update these Terms at any time at our discretion. Should we make any changes, we will notify you by posting the updated Terms on our website, mobile application, or through other communication methods we consider appropriate. The revised Terms will become effective immediately upon posting, unless stated otherwise. It is your responsibility to regularly review our website to stay informed of any changes and to decide whether to accept the updated Terms. Continuing to use the Services after any modifications signifies your acceptance of the new Terms. If you do not agree with the updated Terms, you must stop accessing or using our Services. As our Services evolve, we may modify or discontinue any part of them at any time, without prior notice, and at our sole discretion.

26. ERRORS, INACCURACIES AND OMISSIONS

Our Site may occasionally contain typographical errors, inaccuracies, or omissions regarding information such as product descriptions, pricing, promotions, offers, or availability. We reserve the right to correct any such errors, inaccuracies, or omissions and may make modifications or updates to information or cancel any details that are found to be incorrect, without prior notice. While we aim to provide accurate and current information, we are not obligated to continuously update, amend, or clarify content on related Sites. The lack of a specific update or refresh date should not be interpreted as an indication that all information has been modified or updated.

27. GOVERNING LAW AND DISPUTES

The Terms and your use of the Services will be governed by and interpreted in accordance with the laws of Saint Vincent and the Grenadines. You agree that any legal action arising from or related to the Terms is subject to arbitration (as outlined below).

You and the Service Provider (“All Parties”) agree to resolve any disputes arising from these Terms or related to the Service through arbitration, with the exception of disputes involving claims for the unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents, which are not subject to arbitration. Both parties agree to notify each other of any dispute within 30 days of its

occurrence and to seek informal resolution before demanding arbitration. Arbitration will be conducted confidentially by a single arbitrator.

Additionally, you and the Service Provider agree that the courts in Saint Vincent and the Grenadines, where the Service Provider is located, will have exclusive jurisdiction over any appeals from arbitration awards and any lawsuits not subject to arbitration. In arbitration, neither party will seek discovery from the other, and the arbitrator will not permit discovery; instead, each party will provide evidence supporting their claims at a mutually agreed time before the final hearing.

Except for class procedures and remedies discussed above, the arbitrator has the authority to grant any relief available in a court of law. Neither party will engage in class action or class-wide arbitration for claims covered by these Terms. You also agree not to participate in claims brought in a representative or private attorney general capacity, or in consolidated claims involving others. If the prohibition on class actions or claims brought on behalf of third parties is found to be unenforceable, that provision will be deemed removed, and the remaining arbitration obligations will remain in effect.

28. MISCELLANEOUS

Severability: If any provision of these Terms is found to be unlawful, invalid, or unenforceable, that provision will be considered severable and will not affect the validity or enforceability of the remaining provisions.

Miscellaneous: These Terms constitute the entire agreement between the parties regarding the subject matter and supersede all previous agreements and communications. Any terms or conditions in other documents provided to the Service Provider that differ from or add to these Terms will not be binding. You affirm that all information provided to the Service Provider in connection with these Terms is accurate, complete, and truthful.

Assignment: You may not assign or transfer any of your rights or obligations under these Terms without the prior written consent of the Service Provider, including any assignment by operation of law or during a change of control. The Service Provider may assign or transfer its rights under these Terms, in whole or in part, without your consent.

No Waiver: A delay or failure by us to exercise any right, power, or privilege under these Terms does not constitute a waiver of that right, power, or privilege.

29. CONTACT INFORMATION

For any complaints, feedback, or inquiries, please contact us via the HELP menu in the app. When reaching out, include your name, email address, and any other details needed to identify you and the relevant transaction.