

## **Terms & Service**

### **Swappers Wall**

**Last Updated: 11/09/2019**

The **Era Swap Foundation OU** is a group of developers and technology professionals who are passionate about the potential of decentralized applications. It does not own or lead the **Swappers Wall (“Swappers Wall”)** but rather supports and develops the free, open-source & decentralize applications. [www.swapperswall.com](http://www.swapperswall.com)

In no way are the owners of, or contributors to, the Website responsible for the actions, decisions, or other behavior taken or not taken by user in reliance upon the Website. Users not authorized and nor should they rely on the Website for any legal advice, business advice, or advice of any kind. User should act at their own risk in reliance on the contents of the Web interface.

**Era Swap Foundation OU** has no liability for any damages or losses, however caused, in connection with the use of, or on the reliance of decentralized application, products or related services

**Swappers Wall** makes no warranties or representations, express or implied, on products offered through the platforms. **Swappers Wall** platform does not collect, hold, or store keys, account information, or passwords. It does not collect data passively, do not monetize the collection of data, and do not use your data for marketing or advertising.

Users are solely responsible for maintaining the security of your Private Keys. Users must keep Private Key access information secure. Failure to do so may result in the loss of control of Era Swap (ES) tokens associated with your Account.

### **In this Terms of Service**

#### **Overview**

Swappers Wall ([www.swapperswall.com](http://www.swapperswall.com)) is a peer to peer social networking platform on Time Swappers platform ([www.Swapper Wall.com](http://www.Swapper Wall.com)) that promotes and facilitates interaction between friends, family, peers and colleagues with smart contract based reward system for everyone to earn Era Swap token as rewards. The goal of Swappers Wall is to connect & reward users and the community through their stories, posts, videos or photos, etc. Community members who have stacked in Time Ally smart contract will receive Power tokens which they can distribute to anyone on Swappers Wall for good behavior, quality projects, services, ratings and stories.

#### **Terms & Scope**

Before using the Website, User must read the [Whitepaper](#), the Website policies and all linked information.

Users must read and accept all of the [Whitepaper](#) terms & conditions, Code of conduct, Privacy and all Website policies. By accepting this as you access our Website, you agree that this will apply whenever the user uses the Website.

#### **Payment, Fuel charges & Registration fees (this is subject to change)**

There will be platform fuel fee of 0.25% for distributing power tokens by users on Swappers wall platform.

There will be withdrawal fees of 0.30% for the users on Swappers Wall platform.

## **Arbitration and Governing Law**

You agree to submit any dispute arising out of or relating to these Terms of Use or the use of the Website, including disputes arising from or related to the interpretation, violation, invalidity, non-performance, or termination of these Terms of Use, to final and binding arbitration in accordance with the Rules of the Arbitration Court of the Estonian Chamber of Commerce and Industry in force on the date on which the notice of arbitration is submitted in accordance with these rules. The number of arbitrators shall be one, the seat of arbitration shall be city of Tallinn in Estonia, and the arbitral proceedings shall be conducted in English. You agree to arbitrate in your individual capacity only - not as a representative or member of a class - and you expressly waive any right to file a class action or seek relief on a class-action basis. Furthermore, unless you and the company agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative of class proceeding. All arbitration proceedings are strictly confidential, unless both you and The Company agree otherwise in writing. These Terms of Use will be governed by and construed in accordance with the laws of Estonia, without giving effect to its conflict of law's provisions. You agree that the Company may, without further notice to you, record any telephonic communications between you and any Company personnel and agree that such conversations are admissible as evidence in any dispute between us.

## **Release and Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any third-party claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- (a) your violation of these Terms of Use;
- (b) your use of the Swappers Wall Platform, including use that results in any Transactions using any token transactions
- (c) any User Submissions made by you; or
- (d) your violation of any other party's rights or applicable law.

If you have a dispute with any counterparty to any Transaction you enter into through Swappers Wall Platform, you release the Company, its affiliates and service providers, and each of their respective officers, directors, agents, employees, and representatives from any and all claims, demands, and damages (actual, consequential, or otherwise) of every kind and nature arising out of or connected with such disputes.

## **Transaction Maintenance**

You are solely responsible for maintaining your own private keys and monitoring the peer to peer to on the underlying protocols. We are not responsible for your failure to adequately monitor your Transactions and Loans, which may result in your failure to make timely payments and the loss of collateral. We are also not responsible for any failures on the underlying protocols or the Ethereum blockchain, including, but not limited to, network

failures, inaccurate price feeds, coding errors or hacking attempts, which may result in your losing any or all of the tokens that are part of the Transactions you entered through Swappers Wall Platform. We have no obligation to send you any notifications, including reminders regarding payment or collateral status. You should not rely on any such notifications, if any, and your reliance on any such communications from us is at your own risk.

### **Use of Information Provided by You**

We can use User Submissions to contact you about our products or services. We will use User Submissions in accordance with our Privacy Policy. You understand, represent and agree that any User Submission is submitted voluntarily and is not confidential or proprietary, and that your User Submission does not establish a relationship between you and us. You grant the Company and its sub-licensees a worldwide, royalty free, non-exclusive, transferable, perpetual and irrevocable license to use, commercialize and implement the ideas contained in, distribute, transmit, reproduce, modify, publish, translate, publicly perform and display and create derivative works of your User Submissions, except as otherwise prohibited by applicable law or these Terms of Use. You waive any right to compensation of any type for your User Submissions. You represent and warrant that you have all of the rights necessary to grant the rights in this Section and that use of User Submissions by us does not violate any law. You may not post to, distribute, or otherwise publish through the Website any content that is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or that may constitute or encourage a criminal offense, violate the rights of any party or that may otherwise give rise to liability or violate any law.

### **Identity Verification**

At our request, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You may need to complete certain verification procedures before you are permitted to use the Swappers Wall Platform. Your access to Swappers Wall Platform and the limits that apply to your use of the Swappers Wall Platform may be altered as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your legal first and last name, date of birth, country of nationality, address (including city, postal code, country), email address, and other documentation (including, but not limited to, acceptable government issued photo identification). In providing us with any information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crimes, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit agencies, anti-fraud services, federal or governmental agencies or similar service providers and related regulatory agencies, and that these third parties may respond to our inquiries in full. We reserve the right to modify our verification process, including our KYC and AML verification processes, from time to time. Additionally, we may require enhanced due diligence or require you to wait some amount of time after completion of a Transaction, before permitting you to further use Swappers Wall Platform.

## **Swappers Wall Platform**

The Company's Website provides platform ("Swappers Wall Platform") to access certain smart contracts and protocols on the Ethereum blockchain, including token lending protocols and other protocols. However, the Company:

- (a) is not a party to any contract, including any debt agreements, entered into by users of Swappers Wall Platform;
- (b) does not act as a lender or make loans through use of Swappers Wall Platform, the Website, or any token lending protocols;
- (c) is not a regulated marketplace, exchange, or intermediary of any kind; and
- (d) except as set forth in these Terms of Use, does not otherwise enter into any agreements with or commit to any obligations to any user of the Swappers Wall Platform or Website.

We do not own or control the underlying software protocols which govern the origination and funding of loans related to transactions entered into through the Swappers Wall Platform ("Transactions"). By using Swappers Wall Platform, you acknowledge and agree that:

- (i) we do not take responsibility for operations of the underlying protocols and that we make no guarantee of their functionality, security, or availability and
- (ii) The underlying protocols are subject to changes in operating rules and that such changes may materially affect the value and function of the related Transactions.

**Era Swap token (ES)** can only be used in the Eco System. ES cannot be used outside Era swap Ecosystem. Era Swap doesn't guarantees any Fiat or Crypto because Era Swap doesn't control any Fiat or any other cryptocurrency.

When user uses service that has a fee, User has the opportunity to review and accept the fees which will be charged based on the schedule of Fees and Registration Service which we may change from time to time and will update by placing on our Website. Swapper Wall may choose to temporarily change the fees for services for promotional events (for example, discounts on memberships) or new services, and such changes are effective when post a temporary promotional event or new service on the Websites, or as notified through promotional correspondence.

## **Assumption of Risk, Limitations on Liability.**

Swappers Wall make no representation or warranty of any kind, express or implied, statutory, or otherwise, regarding the contents of the Service, information and functions made accessible through the Service, any hyperlinks to third-party websites, nor for any breach of security associated with the transmission of information through the Service or any website linked to by the Service.

The User is responsible or liable for any loss and takes responsibility for and will be liable for any use of our Services, including but not limited to any losses, damages or claims arising from: (a) User error such as forgotten passwords, incorrectly constructed transactions, or mistyped blockchain addresses; (b) Server failure or data loss; (c) Corrupted Account files; (d) Unauthorized access to applications; (e) Any unauthorized third-party activities, including

without limitation the use of viruses, phishing, brute forcing or other means of attack against the Service or Services.

Swappers Wall Services does not give any guarantee of server that makes it available, are free of viruses or errors, that its content is accurate, that it will be uninterrupted, or that defects will be corrected. Swappers Wall will not be responsible or liable to you for any loss of any kind, from action taken, or taken in reliance on material, or information, contained on the Service.

### **No Liability for Third-Party Services and Content**

In using Swappers Wall Services, the user may view content or utilize services provided by third parties, including links to web pages and services of such parties ("Third-Party Content"). Swappers Wall do not control, endorse, or adopt any Third-Party Content and will have no responsibility for Third-Party Content including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable in users jurisdiction. In addition, your dealings or correspondence with such third parties are solely between User and the third parties. Swappers Wall are not responsible or liable for any loss or damage of any sort incurred because of any such dealings and user understand that use of Third-Party Content, and users interactions with third parties, is at users own risk.

### **User Rules & Regulations**

1. All users using services agree & warrant that they not a national, citizen, permanent resident or resident of a prohibited jurisdiction. All members represent and warrant to the Company that if they are national, citizen, permanent resident or resident of the country or region designated as a prohibited jurisdiction, in line with the guidance from international monitoring bodies such as the Financial Action Task Force (FATF), the person concerned shall not use or will not have access to the Service. The Users will not use the Service while staying in the prohibited jurisdiction.
2. The list below states the prohibited jurisdictions: (subject to change as guidelines)
  - Yemen
  - Sri Lanka
  - Ethiopia
  - Syria
  - Trinidad and Tobago
  - Tunisia
  - Pakistan
  - Serbia
  - Bahamas
  - Botswana
  - Ghana
  - Cambodia
  - Iran
  - North Korea
3. Users have ascertained that they have reached the majority age and possess capacity to form a binding contract and have the full capacity to accept the Terms mentioned on the site & in this document, use any Services and conduct any transactions on the Website.
4. Users agree that they have provided Platform or company with accurate, true and complete information about them

5. Users agree to access the website and all activities being conducted thereon are and will be in full compliance with all relevant laws, regulations, regulatory documents, and various policies of the Company. In particular, any and all Digital assets you bring on to the Website are legally obtained by you and are not derived from and will not be used for any criminal, fraudulent, terrorist or money laundering activity. All members will be required to comply with the Know Your Customer (KYC), Anti-Money Laundering (AML) and Combating Financing of Terrorism (CFT) norms with respect to the global standards.
6. Users agree & warrant that all the digital assets (of any and all types) use to trade on the Website were legally obtained and are legally owned by them or they are validly authorized to carry out any transactions using such digital assets.
7. Users agree & warrant that they have and will continue to abide by any relevant laws or regulations in their respective jurisdiction, including but not limited to reporting any trading activities or profits for taxation purposes, if applicable.
8. Users agree & warrant that they have not been suspended or removed from any other exchanges (including digital assets exchange or other financial trading platforms) for any reasons.
9. Users agree & warrant that they are aware, sourced and received all necessary independent legal and financial advices prior to using any Services and have made an independent judgment irrespective of any advertisements published by the Company in their decision to enter into any transaction.
10. Users agree that their access to the Website or Services, Users have not used or will not use any device, software or system that alter your IP address from that of your physical location.

## **Account Registration**

Users need not use a Ethereum blockchain account provided, and you can create an account independently of the Service. If you would like to use part of the Service, you must create a Era Swap Wallet account. When you create an Account, Users are strongly advised to take the following precautions, as failure to do so may result in loss of access to, and/or control over, your Account: (b) Provide accurate and truthful information; (c) maintain the security of their Account by protecting Account password and access to computer and Account;

Users hereby accept and acknowledge that they take responsibility for all activities that occur under their Account and accept all risks of any authorized or unauthorized access to their Account, to the maximum extent permitted by law.

Users acknowledge and understand that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to the Services that Users use and their Account, which could result in the theft or loss of your property. By using the Service or accessing Swappers Wall Content, Users acknowledge these inherent risks.

## **The Services**

### **Account and Private Keys.**

Users agree to create an Account through Swappers Wall Service, It generate a asset private and public key pair that are provided solely to Users and completely owned by Users; provided however that Swappers Wall does not store passwords or Private Keys of users.

Swappers Wall never have access to Users Private Key and do not custody any Private Keys on Users behalf, and therefore, assume no responsibility for the management of the Private Key tied to Users Account. The Private Key uniquely matches the Account name and must be used in connection with the Account to authorize the transfer of Eraswap (ES) from that Account. Users are solely responsible for maintaining the security of your Private Keys. Users must keep Private Key access information secure. Failure to do so may result in the loss of control of Era Swap (ES) tokens associated with your Account.

### **No Password Retrieval.**

Swappers Wall do not receive or store Users Account password or Private Keys. Users Private Key is their own and Users are solely responsible for their safekeeping. Swappers Wall cannot assist Users with Account password retrieval, reset, or recovery. Users are solely responsible for remembering their Account password. If Users have not safely stored a backup of any Account and password pairs maintained in their Account, User accept and acknowledge that any Era Swap (ES) token you have associated with such Account will become permanently inaccessible if users do not have their Account password.

### **Accuracy of Information.**

Users represent and warrant that any information users provide via the Services is accurate and complete. Users accept and acknowledge that Swappers Wall is not responsible for any errors or omissions that users make in connection with any transaction initiated via the Services, for instance, if users mistype an Account name or otherwise provide incorrect information. Swappers Wall strongly encourage user to review their transaction details carefully before completing them via the Services.

### **No Cancellations or Modifications.**

Once transaction details have been submitted on Swappers Wall Services, The Services cannot assist you to cancel or otherwise modify your transaction details. Swappers Wall has no control over the blockchain and do not have the ability to facilitate any cancellation or modification requests.

### **Taxes.**

It is Users responsibility to determine what, if any, taxes apply to the transactions users for which Users have submitted transaction details via the Services, and it is Users responsibility to report and remit the correct tax to the appropriate tax authority. Users agree that the Swappers Wall is not responsible for determining whether taxes apply to blockchain transactions or for collecting, reporting, withholding, or remitting any taxes arising from any transactions on Swappers Wall

### **No Right to Cancel And/or Reverse Era Swap (ES) Transactions**

If user use a Service to which Era Swap (ES) is transacted, Users will not be able to change their mind once users have confirmed that you wish to proceed with the Service or transaction.

### **Discontinuation of Services.**

Swappers Wall may, in sole discretion and without cost to users, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of their services. Users are solely responsible for storing, outside of the Services, a backup of any

Account and Private Key that users maintain in their Account. If Users do not maintain a backup of your Account data outside of the Services, you will be may not be able to access Swappers Wall.

### **Suspension or Termination of Service.**

Swappers Wall may suspend or terminate Users access to the Services in its sole discretion, immediately and without prior notice, and delete or deactivate users swappers wall account and all related information and files in such without cost to user, including, for instance, if user breach any term of this Agreement. In the event of termination, users access to the funds in user account will require users access to the Ethereum via the command line API or third party tool, and will require users to have access to their backup of their Account data including their Account and Private Keys

### **User Conduct**

When accessing or using the Swappers Wall Services, user agree that they will not commit any unlawful act, and that users are solely responsible for their conduct while using the Services. Without limiting the generality of the foregoing, Users agree that they will not:

- Use of Swappers Wall Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden, or impair the functioning of our Services in any manner;
- Use of Swappers Wall Services to pay for, support or otherwise engage in any activity prohibited by law, including, but not limited to illegal gambling, fraud, money-laundering, or terrorist financing activities.
- Use or attempt to use another user's Account without authorization;
- Attempt to circumvent any content filtering techniques we employ or attempt to access any service or area of our Services that you are not authorized to access. Introduce to the Services any virus, Trojan, worms, logic bombs or other harmful material;
- Encourage or induce any third-party to engage in any of the activities prohibited under this Section.

### **Disclaimers**

The Services and the Swappers Wall Content are provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement and any warranties implied by any course of performance or usage of trade.

**Era Swap Foundation OU** does not represent or warrant that the Service and the Swappers Wall: (a) will be secure or available at any time or location; (b) are accurate, complete, reliable, current, or error-free or that any defects or errors will be corrected; and (c) are free of viruses or other harmful components. Users use of the Swappers Wall Service and Content is solely at Users own risk. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this Section may not apply to you.

## **Modifications to the Service**

**Era Swap Foundation OU** reserves the right to modify or discontinue, temporarily or permanently, the Service, or any features or portions of the Service, without prior notice. Users agree that Era Swap Foundation OU will not be liable for any modification, suspension, or discontinuance of the Service

## **Termination**

Era Swap Foundation OU has reserve the right, without notice and in our sole discretion, to terminate Users access and use of the Service, which includes, Swappers Wall, and to block or prevent Users future access to, and use of, the Service that Swappers Wall provide.

## **Severability**

If any term, clause, or provision of this Agreement is deemed to be unlawful, void or for any reason unenforceable, then that term, clause or provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

## **Changes**

This Agreement is the entire agreement between you and concerning the Service. It supersedes all prior or contemporaneous agreements. Era Swap Foundation OU may modify this user agreement at any time. If Era Swap Foundation OU make changes to this agreement that materially affect your rights, it will provide notice and keep this edition available as an archive on Swappers Wall. By continuing to use the Services after a change to this agreement, Users agree to those changes.

The Company, therefore, is not liable or otherwise responsible for the peer to peer exchange of communication, damages, or liabilities arising out of use of any Swappers Wall Platform or Transactions entered into (or attempted to be entered into). You agree that we have no fiduciary duty to you and no liability in connection with and are not responsible for any liabilities, claims, damages, costs and/or expenses, including attorneys' fees, incurred in connection with your taking or not taking any action based upon any information provided by us.