End-Users License Agreement (EULA) – Swiperest

This End-User License Agreement ("EULA") constitutes a legally binding agreement between the end user ("User") and **Swipe S.r.l.,** a limited liability company with registered office at Via Sclafani 40/b, 95024 Acireale (CT), registered with the Companies Register of Catania under tax code and VAT number 06009700870, REA CT-457018 (the "Company").

By installing, accessing, or using the **Swiperest** Application (the "Application" or "App"), the User declares that they have read, understood, and fully accepted the terms of this EULA.

Swiperest is a client and user of the **Treezor** platform services for the provision of financial services; certain functionalities of the Application are provided in cooperation with Treezor and are subject to the terms of the Treezor agreement. By installing, accessing, or using the **Swiperest** Application (the "Application" or "App"), the User declares that they have read, understood, and fully accepted the terms of the Treezor agreement.

If the User does not accept these terms, they must not install, access, or use the Application.

A. Binding Agreement and Scope

1. This EULA, together with the Privacy Policy, the Terms of Service and, with respect to financial functionalities, the Treezor agreement, constitutes the entire agreement between the User and Swipe S.r.l. regarding the use of the Application.
2. The User agrees to be bound by this EULA and, where applicable, by the terms and conditions of the Treezor agreement.
3. Certain features may require acceptance of additional terms or third-party licenses.

B. License to Use the Application

1. Swipe S.r.l. grants the User a personal, limited, non-exclusive, non-transferable, and revocable license to install and use the Application on compatible devices owned by the User, exclusively for lawful purposes and in compliance with this EULA.

2. The Application remains the property of the Company or its licensors. The User does not acquire ownership of the Application but is granted a license to use it.

3. All rights not expressly granted herein are reserved.

C. Requirements and Conditions of Use

1. The User is responsible for providing accurate, authentic, and up-to-date information during registration and throughout the use of the Application.

2. The User undertakes to use the Application in compliance with applicable laws, this EULA, and the terms of the Treezor agreement.

D. Restrictions of Use

The User may not:
- Copy, reproduce, modify, translate, or create derivative works of the Application.
- Decompile, disassemble, reverse engineer, or attempt to derive the source code of the Application.
- Sublicense, rent, sell, or otherwise transfer the Application to third parties.
- Bypass or compromise the security measures of the Application or connected systems.
- Use the Application for unlawful, fraudulent, or public policy–violating purposes.

E. Integrated Services and Third-Party Dependencies

1. Certain features, in particular financial functionalities (wallet, payments, conversion of points into money), are provided in cooperation with Treezor.

2. The use of such functionalities is also subject to the terms of the Treezor

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agreement, which the User agrees to comply with.

3. The creation and management of the payment account are carried out through the Treezor platform integrated into the Application.

4. The Company shall not be held liable for any service disruptions or malfunctions attributable to Treezor.

5. Any breach of the Treezor terms may result in suspension or revocation of the related functionalities.

F. Use Profile, Credentials, Suspension and Deletion

1. In order to access the Application, the User must create a profile by providing the required information.

2. Login credentials are personal and non-transferable. The User is responsible for safeguarding them.

3. In the event of suspected unauthorized use, the User must promptly inform the Company.

4. The Company reserves the right to suspend or delete the User's profile in the event of violations of this EULA or the Treezor agreement.

5. In the event of profile deletion, the User will lose access to the related data and functionalities.

G. Costs, Fees, Refunds and Subscriptions

1. Opening a Swiperest account is free of charge and is a necessary condition in order to convert accumulated points into money.

2. Maintenance of the Swiperest account is also free of charge.

3. The Application may offer additional or optional paid services, which shall be clearly indicated to the User prior to activation.

4. The User is responsible for the payment of any taxes, duties, fees, commissions, or costs arising from specific transactions carried out through the Application, where applicable.

5. In the event of suspension or termination of the User's profile, no refunds shall be provided for unused periods, without prejudice to the provisions set out in the Treezor terms and conditions.

H. Warranties and Disclaimers

1. The Application is provided "**as is**" and "**as available**," without warranties of any kind, whether express or implied.

2. The Company does not warrant that the Application will be error-free, uninterrupted, or free from vulnerabilities.

3. The Company may provide updates or implement modifications. Technical support is not guaranteed unless otherwise agreed.

I. Limitation of Liability

1. To the maximum extent permitted by law, Swipe S.r.l. shall not be liable for any direct, indirect, incidental, or consequential damages arising from the use of, or inability to use, the Application.

2. Nothing in this EULA shall limit the Company's liability in cases of willful misconduct, gross negligence, or in any other circumstances where liability cannot be legally excluded.

J. Indemnification

The User agrees to indemnify and hold harmless Swipe S.r.l. from and against any claims, damages, or costs arising out of:

- Any breach of this EULA or the Treezor agreement;
- Improper use of the Application;
- Content uploaded by the User that infringes the rights of third parties.

K. Security and Data Protection

1. Certain functionalities may require device permissions (e.g., location, camera, storage).

2. The data collected are processed in accordance with the Company's **Privacy Policy** and applicable legislation.

3. The Company and Treezor may implement security measures to prevent fraud and suspicious activities, including the temporary blocking of transactions.

L. Amendments to this EULA

1. Swipe S.r.l. reserves the right to amend this EULA at any time.
2. Any amendments will be communicated through the Application or published on the Company's official website.
3. Continued use of the Application after such communication shall constitute acceptance of the amendments.

M. Term and Termination

1. This EULA shall remain in effect until terminated by the User or revoked by the Company.
2. The Company may suspend or terminate the User's access in the event of a breach of these terms.
3. Upon termination, the User must cease using and uninstall the Application.

N. Governing Law and Jurisdiction

1. This EULA shall be governed by Italian law.
2. Any dispute arising out of or in connection with this EULA shall be subject to the exclusive jurisdiction of the Court of Catania, without prejudice to any mandatory provisions protecting consumers.

O. Contacts

For information, complaints, or clarifications:

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