TERMS AND CONDITIONS OF USE OF THE SWIPEREST PLATFORM

Recitals

- Swipe s.r.l., with registered office in Acireale (CT), via Sclafani, 40/B, VAT no. 12656990962, Payment Services Agent of Treezor, has developed and owns the "Swiperest" platform.

- Swiperest is a digital platform integrating a mobile app, for accessing interactive advertising campaigns, and a company dashboard, for the creation and management of advertising campaigns delivered through the app.

- The mobile app allows users to view and interact with advertising content, earning reward points that are granted based on the actions performed within the Platform. Such points are convertible into money that can be spent through an integrated digital wallet

- In particular, the platform allows users to open a payment account, fund it via bank transfer or through rewards earned from viewing digital marketing campaigns, request a debit card, and make purchases with the debit card using the funds available in the account.

- The budget used for converting points into money is made available by companies that wish to promote their advertising campaigns through the Swiperest app.

- The platform is accessible via the "Swiperest" mobile application. For users, the website swiperest.com ("Website") is for informational and promotional purposes only.

Article 1 – Definitions

- "Swipe": Swipe s.r.l., with registered office in Acireale (CT), via Sclafani, 40/B, VAT no. 12656990962, registered with the Companies' Register of the Chamber of Commerce of South East Sicily, owner of the Swiperest platform, consisting of a mobile app and a company dashboard.

- "Application": the "Swiperest", mobile application, available for IOS e Android.

- "User": a natural person interested in receiving the services provided by Swipe. The User acts as a "consumer" pursuant to Legislative Decree No. 206/2005, as defined in Article 2(a) (the "Consumer Code"), namely for purposes unrelated to any entrepreneurial, commercial, artisanal, or professional activity that may be carried out.

- "Merchant": entities that intend to create advertising campaigns on the Swiperest Platform.

- "Parties": jointly, Swipe S.r.l. and the Merchant.

- "Wallet": the balance of reward points associated with the User's digital payment account.

- "Credit": the balance available to an individual Merchant for the creation of its campaigns.

- "Budget": the portion of Credit allocated to a specific campaign.

- "Website": the website www.swiperest.com

- "Treezor SA": a simplified joint-stock company incorporated under French law, registered with the Paris Companies' Register under number 807 465 059, with registered office at 33 avenue de Wagram, 75017 Paris, as an accredited electronic money institution (CIB: 16798), authorized to provide payment services.

- "Reward Points": points accumulated by the User within the mobile app and convertible into money to be credited to the Swiperest digital payment account.

- "Registration": the procedure for registering a Merchant on the company dashboard, with the creation of an account.

Article 2 – Subject

2.1. These Terms and Conditions govern the provision to the Merchant of services for the design and implementation of marketing campaigns through access to the dedicated Swiperest platform.

2.2. The Merchant may:

a. Independently register on the Swiperest platform and use the company dashboard to autonomously create and manage advertising campaigns;

b. Optionally request, at an additional cost, the support of the Swiperest marketing team for the design, implementation, and operational management of campaigns. Such request may be made by sending an email to info@swiperest.com.

2.3. Campaigns created and/or managed through the Swiperest platform shall be distributed to App users in accordance with the budget, targeting, and content specifications defined by the Merchant or, where applicable, in collaboration with the Swiperest marketing team.

Article 3 – Merchant Registration an Creation of thr Swiperest Account

3.1. The Merchant may independently register on the Swiperest platform by providing the required information.

3.2. Upon completion of registration, the Merchant shall have access to:

a. A dedicated company dashboard for the autonomous creation and management of advertising campaigns;

b. An intuitive interface and configuration tools for campaign optimization;

c. Technical support to resolve any platform malfunctions.

3.3. Optional Support: Upon request, the Swiperest marketing team shall assist the Merchant in the design, implementation, and management of campaigns, including:

a. Definition of objectives and target audience;

b. Creation of advertising content and configuration of ads;

c. Performance monitoring and final reporting.

3.4. The Merchant is responsible for safeguarding its access credentials and for using the platform in compliance with the terms of this Agreement.

3.5. Registration entails acceptance of these Terms and Conditions by means of a "point and click" procedure.

3.6. Registration on the Platform is free of charge and does not entail any obligation to purchase.

3.7. At the time of Registration, the Merchant is invited to download and store these Terms and Conditions, as amended from time to time, on a durable medium.

Article 4 – Merchant Credit Top-up

4.1. In order to create one or more campaigns, the Merchant must have sufficient Credit. Such Credit is added to the Platform through the "Top Up Credit" button, which

redirects to the Stripe payment service. Following the credit top-up, Stripe generates a pro forma document with the payment details and sends them directly to Swiperest, which will issue a regular invoice to the Merchant. The costs of the payment service are indicated on the website www.stripe.com/it/pricing. The Credit amount is to be understood as net of VAT.

4.2. Once the Credit has been topped up, the Merchant may define one or more campaigns, allocating to each a Budget equal to or lower than the available Credit. The campaign will then be submitted to the Swiperest team for review and approval and, subsequently, activated.

4.3. In the event that the Credit remains unused for at least 12 months, the Merchant may request a refund by sending a written request to swipe@pec.it. The refund will be processed within 60 days from receipt of the request through the issuance of a credit note. The refund shall be made net of any payment service fees.

4.4. In the case of optional support requested from the Swiperest team, any additional costs for content creation and operational support shall be agreed separately with the Merchant and invoiced accordingly.

Article 5 – Allocation of the Campaign Budget

5.1. The Swiperest Platform allows Users to view advertising content promoted by Merchants, receiving in return Reward Points that are credited to their Wallet.

5.2. Each interaction by the User with the Merchant's advertising content results in the allocation of Reward Points.

Article 6 – Merchant Obligations
6.1. By entering into this Agreement, the Merchant undertakes to:
- comply with these general terms and conditions;
- not use the services for malicious purposes;
- keep the access credentials to the Platform confidential. The Merchant assumes full responsibility for any disclosure of such information;
- not provide false, fictitious, or third-party data during registration;

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- use the Platform in compliance with applicable laws and regulations (including, by way of example, data protection laws), this Agreement, and any further instructions communicated by Swipe, including those provided within the Platform;
- not use the Platform in a fraudulent manner or in a way that is offensive or harmful to the reputation, honor, or other rights of Swipe and/or third parties (including, without limitation, Users, Partners, or other Merchants);
- refrain from any conduct, action, or behavior potentially capable of:
    A) infringing and/or prejudicing Swipe's intellectual property rights;
    B) adversely affecting the fuctioning of the Platform in any way;
    C) violating applicable laws, including anti-money laundering regulations.

6.2. Any breach of these undertakings shall constitute a serious violation of the Merchant's contractual obligations under these General Terms and Conditions.

6.3. The Merchant is responsible for ensuring that its IT and transmission systems are in proper working order and updated in order to benefit from the functionalities of the services and the Platform.

6.4. The Merchant is responsible for the safekeeping, use, and confidentiality of its identifiers and password. The Merchant undertakes to promptly notify Swipe of any disclosure to third parties, theft, or compromise of its password.

6.5. The Merchant further acknowledges that it is solely responsible for compliance with all laws, regulations, and obligations applicable to its use of the Platform and the services.

6.6. The Merchant therefore agrees to indemnify and hold harmless Swipe from and against any claims for damages brought by third parties or any sanctions in any way connected to the Merchant's breach of the present obligations, without prejudice to any action Swipe may take to protect its rights.

Article 7 – Account Suspension, Access Limitation and Termination

7.1. Swiperest shall not be liable for campaigns independently created by the Merchant, including any configuration errors, budget misallocations, or non-compliant content.

7.2. Swiperest reserves the right not to publish or to suspend campaigns that violate

applicable laws or company policies.

7.3. In the event of a breach by the Merchant of any of the obligations set forth in Articles 6.1 and 6.2 above, or in the event of reports of abuse by any third party (including Users) and/or any authority, Swipe, at its sole discretion, reserves the right to suspend the Merchant's access to the Platform and use of the services for the time necessary to verify the reports received and/or until the Merchant remedies the non-compliance that caused the suspension of the services.

7.4. Furthermore, if the Merchant fails to remedy the events that led to the suspension within 15 (fifteen) days, Swipe may terminate this Agreement, pursuant to Article 9 below, due to breach attributable to the Merchant.

7.5. If Swipe is unable to fulfill its contractual obligations, including in particular ensuring the operation of the Platform and the provision of services, due to fire, war, strikes, embargoes, governmental or civil or military authority regulations, omissions or negligence of carriers or suppliers (including, by way of example only, third parties entrusted with ensuring the operation of the Platform), vandals or hackers, failures or malfunctions of third-party networks, telecommunications systems, websites, software and hardware, or other technologies beyond Swipe's reasonable control (Force Majeure), the time for performance of the obligations under this Agreement shall be extended for the period of delay or inability to perform caused by such Force Majeure events. It is understood that if a Force Majeure situation continues for more than 15 (fifteen) days, the Merchant shall be entitled to terminate the Agreement, it being understood that in such case no compensation or indemnity shall be due by Swipe.

Article 8 – Express Termination Clause

Without prejudice to any other rights provided by law, Swipe shall be entitled to terminate this Agreement with immediate effect, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by means of written notice sent to the Merchant in accordance with the procedures set out in Article 13 below, containing a declaration of its intention to rely on this express termination clause, where the conditions set forth in this Agreement are met.

Article 9 – Effectiveness of the Agreement – Right of Withdrawal

9.1. This Agreement shall enter into force on the date of acceptance by the Merchant pursuant to and for the purposes of Article 3 above.

9.2. The Merchant shall have the right towithdraw from the Agreement at any time, upon 30 (thirty) days' prior notice, by sending written communication via certified email (PEC)to the address indicated in Article 13 below.

9.3. In the event of withdraal, the provisions set forth in Article 11 – Effects of Termination of the Agreement shall apply.

9.4. Any balance remaining in the Merchant's Credit at the time of withdrawal shall be refunded to the Merchant through the issuance of a credit note.

Article 10 – Effect of Termination of the Agreement

Upon termination of the Agreement, for any reason whatsoever, the Merchant acknowledges and agrees that it shall no longer be entitled to access the Platform or benefit from any of the services.

Article 11 – Complaints Procedure

Swiperest has adopted a dedicated procedure for handling complaints. The methods for submitting complaints are detailed in the "Complaints" section of the website www.swiperest.com, where a specific online form is available and operational guidelines, contact channels, and handling timelines are provided, in compliance with applicable regulations.

Article 12 – Swiperest Liability

12.1. In light of the technical limitations inherent in IT and telecommunications systems relating to the use of the Platform and the Website, Swipe shall not be liable for any damage caused by malfunction of one or more stages of access to the Platform and/or the services offered, due in particular, but not exclusively, to issues related to the use of the Internet network, such as service interruptions, external intrusions, computer viruses, or malfunctions of any kind (including, by way of example and not limitation, hardware failures or delays attributable to domain and hosting service providers). The Merchant is invited to promptly notify Swipe of any difficulties encountered in using the Platform.

12.2. Swipe does not guarantee optimal operation of the application if the version used does not correspond to the latest version available on download platforms (Google Play and Apple Store). Swipe shall not be liable for any damage caused by malfunctioning of a previous version of the application.

12.3. If Swipe has legitimate grounds to believe that the Merchant is compromising the security of the Platform or misusing the service, it may temporarily deactivate the relevant account in order to preserve the integrity of the Platform.

12.4. Swipe shall not be liable where non-performance or improper performance of its obligations is attributable to the conduct of the Merchant, to acts or omissions of third parties or other Merchants over whom Swipe has no control, or to force majeure events, as defined under Article 1218 of the Italian Civil Code.

12.5. The Merchant acknowledges and accepts that loss of opportunity, loss of Reward Points, failure to achieve expected savings or profits, or any other indirect damage shall not give rise to compensation.

12.6. In any event, where Swipe's liability is established, any compensation due shall not exceed the amount corresponding to the Reward Points that would have been allocated to the User in the three (3) months preceding the incident, malfunction, or service disruption.

12.7. The Merchant agrees that Swipe's IT systems and records shall prevail in the relationship between the Parties, unless proven otherwise. Accordingly, electronic files and records stored within IT systems managed by or on behalf of Swipe, under reasonable security and reliability conditions, may validly be used and produced as evidence of the performance of this Agreement and, more generally, of any event, communication, or relationship occurring between the Parties in connection with the use of the services. Swipe may validly produce, in any proceedings, for evidentiary purposes, any data, files, programs, records, or other elements received, issued, or stored through the aforementioned IT systems, on any digital or analog medium, and rely upon them, except in case of manifest error.

12.8. Under no circumstances shall Swipe be held liable for the actions or omissions of third-party payment providers, including, but not limited to, service interruptions, system failures, or any other malfunction of the payment service.

12.9. The Website and the Platform may contain links to or content from services not operated by Swipe, which provide additional content or functionalities. The content of such third-party services is governed by the terms of use and privacy policies of the

respective third-party providers, under their sole responsibility. Swipe shall not be responsible for the availability or accuracy of third-party services, nor for any services, products, or content available through them. The inclusion of links to third-party services or their use does not constitute endorsement by Swipe of such services. For further information, the Merchant is invited to consult the relevant third-party terms of use and/or privacy policies.

Article 13 – Contacts and User Support Service

13.1. Any notice or communication between the Parties concerning this Agreement must be sent by email to the following addresses:

A) Swipe srl: support@swiperest.com; swipe@pec.it.

B) Merchant: the email address provided at the time of Registration. The Merchant is responsible for ensuring that its email address is kept up to date within the Platform.

13.2. The assistance and support service for access to and proper operation of the Platform by Merchants is available from Monday to Friday, during business hours, at the following address support@swiperest.com

Article 14 – Amendment of the Agreement

14.1. Swipe may amend this Agreement at any time due to technical, economic, or managerial requirements and/or as a result of changes in applicable laws and regulations.

14.2. In the event of amendment, the Merchant acknowledges and agrees that:

A) where the amendment concerns solely the technical functioning of the Platform, it shall become immediately effective between the Parties, without the Merchant being entitled to raise any objection. Swipe is entitled to update at any time the Platform's functionalities and operational interfaces with subjects accessing the services;

B) where the amendment concerns the Agreement and is necessary due to changes in applicable primary or secondary legislation or to binding statutory or judicial interpretations, it shall become immediately effective between the Parties, without the Merchant being entitled to raise any objection, without prejudice to the Merchant's right to withdraw within 30 (thirty) days from notification by Swipe S.r.l. via email, without any charges or penalties;

C) in all other cases, the amendment proposed by Swipe S.r.l. shall become effective

only after 30 (thirty) days from notification by Swipe S.r.l., without prejudice to the Merchant's right to withdraw within the same period by certified email (PEC) or registered letter with return receipt, anticipated by email, without any charges or penalties.

Article 15 – Governing Law and Jurisdiction

15.1. The Parties agree that this Agreement shall be governed by Italian law.

15.2. In the event of any dispute between the Parties concerning the existence, validity, interpretation, or performance of the Agreement, which cannot be resolved amicably, jurisdiction shall lie with the court of the User's place of residence (consumer forum), without prejudice to the Merchant's right to voluntarily bring proceedings before the Court of Catania.

15.3. Swipe informs the Merchant that, pursuant to Article 14 of Regulation (EU) No. 524/2013, and without any obligation, the Merchant may obtain all relevant information to access online dispute resolution mechanisms (so-called ODR) at the following link: https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage.

Article 16 – Personal Data

In the context of the use of the services, Swipe collects and processes the Merchant's personal data. Upon registration, the Merchant acknowledges and accepts the processing of its personal data by Swipe in accordance with applicable law and the provisions set out in the Privacy Policy. For further information regarding the data collected by Swipe and its use, the Merchant is invited to consult the Privacy Policy published on the website www.swiperest.com.