



## SWIPEREST GENERAL TERMS AND CONDITIONS

### 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 that integrates a **mobile app** of the same name, for the use of interactive advertising campaigns, and a **company dashboard** for the creation and management of advertising campaigns distributed through the app. The mobile app allows the User to view and interact with advertisements and to obtain reward points, which can be converted into money spendable through an integrated digital wallet. Points are awarded following actions performed within the Platform.
- The app’s IT infrastructure also enables the management of an integrated digital wallet and access to digital payment accounts, entirely managed by Treezor SA.
- In particular, the app allows the User to open a payment account, fund it via bank transfer or through rewards obtained from viewing digital marketing campaigns, request a debit card, and make purchases using the debit card with the available balance on the account. Furthermore, the app enables fund transfers by means of payment orders issued through the Swiperest app and executed by Treezor.
- The app also offers specific informational features relating to financial education, allowing users to access content that helps them develop greater awareness of their finances and make informed decisions. Through an interactive and engaging approach, the app provides access to informative articles, explanatory videos and quizzes, addressing key topics such as personal finance management, savings, budgeting and responsible use of resources.
- The “Swiperest” mobile application is accessible via Google Play and the Apple Store, respectively for Android and iOS.
- The website [swiperest.com](https://swiperest.com) (“the website”) is for informational and promotional purposes only.



- o The relationship between Swipe/Swiperest and the User is governed exclusively by these General Terms and Conditions and by the Privacy Policy (limited to the processing activities carried out by Swipe as indicated therein), as well as by the EULA (End User License Agreement).

## Article 1 - Definitions

- **“Swipe”**: Swipe S.r.l., with registered office in Acireale (CT), Via Sclafani 40/B, VAT No. 12656990962, owner of the Swiperest platform, registered in the Companies Register of the Chamber of Commerce of South East Sicily.
- **“Application/App”**: the “Swiperest” mobile application available for iOS and Android.
- **“User”**: a natural person interested in using the App and receiving the services provided through it by Swipe. The User acts as a “consumer” pursuant to Legislative Decree No. 206/2005 (Italian Consumer Code), i.e., for purposes unrelated to any business, commercial, artisanal or professional activity possibly carried out.
- **“Merchant”**: entities offering products for sale or advertising on the Swiperest Platform.
- **“Parties”**: jointly Swipe S.r.l. and the User.
- **“Wallet”**: the tool that allows the accumulation and management of reward points. The Wallet is associated with the Digital Payment Account.
- **“Website”**: the website [www.swiperest.com](http://www.swiperest.com).
- **“Agreement”**: the contractual terms governing the use of Swiperest, regulating the relationship between Swipe and the User, consisting of: General Terms and Conditions, Privacy Policy and EULA.
- **“Treezor SA”**: a simplified joint-stock company incorporated under French law, registered with the Paris Trade and 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.



- **“Treezor Agreement”**: Treezor’s general terms and conditions and related annexes governing the User’s use of the digital payment account, payment orders and payment transactions, and any other activity carried out by the electronic money institution through the App.
- **“Digital Payment Account/Treezor Account”**: the digital payment account held in the User’s name and opened by the User with Treezor, whose opening and use are entirely governed by the Treezor Agreement.
- **“Reward Points”**: points accumulated within the App and convertible into money to be credited to the Treezor digital payment account.
- **“Registration”**: the User registration procedure on the App, with creation of an account.

## **Article 2 – Subject Matter**

**2.1.** By entering into the Agreement and for its entire duration, Swipe grants the User, free of charge, a non-exclusive, non-transferable license to use the App in order to enable the User to benefit from the following services provided by Swipe through the App:

- A)** Access to interactive and personalized advertising services, with a rewarding mechanism through the allocation of reward points convertible into money.
- B)** Access to services offered by Treezor (opening of the digital payment account, management of the fund transfer system supporting the User’s use of the Digital Payment Accounts, services allowing issuance of a virtual or physical debit card and management of payment statements and related authorizations or limitations)

**2.2.** The services referred to under letter B are provided by Treezor and are governed exclusively by the contractual terms in force between the User and Treezor.

## **Article 3 – Registration and creation of the Treezor Account**

**3.1.** To use the App, the User must create and maintain a personal account.

**3.2.** Registration on the App entails acceptance, through a “point and click” procedure, of this Agreement.

**3.3.** By registering, the User declares that they are at least 18 (eighteen) years old.



Swipe reserves the right to request any document proving the identity and age of the registered person.

**3.4.** Registration on the App is free of charge and does not entail any purchase obligation or financial consideration by the User toward Swipe.

**3.5.** Users wishing to convert reward points into money may do so exclusively by opening a Digital Payment Account with the electronic money institution Treezor. The opening of such account entails entering into an agreement with Treezor governing the Digital Payment Account. The User acknowledges and accepts that any aspect relating to the relationship with Treezor, including the regulation of the digital payment account, payment orders and payment transactions (as defined in the Treezor Agreement), and any other activity carried out by the electronic money institution through the App, is governed solely by the Treezor Agreement. In case of conflict between the Treezor Agreement and these General Terms and Conditions, the Treezor Agreement shall prevail.

**3.6.** Both the Treezor Agreement and this Agreement are deemed executed and accepted by ticking the relevant box through a “point and click” procedure. If the Treezor Agreement is not executed for any reason (including, but not limited to, negative AML checks by Treezor), the agreement with Swipe shall remain valid. The User may continue to use the services offered by Swipe through the Swiperest app, except for the conversion of reward points into money and the opening and use of the Swiperest Digital Payment Account.

**3.7.** Fees applicable to the Digital Payment Account are communicated on [www.swiperest.com](http://www.swiperest.com) in the “pricing” section.

**3.8.** Upon acceptance, the User is invited to download and store these General Terms and Conditions on a durable medium.

#### **Article 4 – Reward Points**

**4.1.** The Swiperest App allows the User to view advertising content from Merchants who have entered into an advertising services agreement with Swipe for the distribution of their campaigns through the Platform. Following interaction with advertising content, the User receives reward points credited to their Wallet.

**4.2.** After installing the Swiperest app on their mobile device and completing Registration, the User may receive reward points in the following cases:



- by clicking the push notification received on their mobile device, or by accessing the App's dashboard;
- by accepting full viewing and performing the "swipe right" action among those suggested by the app, in order to be redirected to the Merchant's advertising page;
- by viewing the Merchant's advertising page.

**4.3.** Each of the above actions entitles the User to the allocation of reward points in accordance with the provisions set out in Article 6 below.

**4.4.** If, after clicking the push notification, the User refuses redirection to the Merchant's page by performing a "swipe left" action, they shall not be entitled to any reward.

**4.5.** Accumulated reward points are visible within the Wallet available in the App.

**4.6.** If the User converts points into money, Swipe shall transfer the monetary equivalent of the accumulated reward points to the User's personal payment account with Trezor.

**4.7.** The User is informed and acknowledges that the collection and transmission of data from mobile devices, and generally any transmission of information over communication networks such as the Internet, are subject to technical constraints deriving from technologies beyond Swipe's control. Despite the care taken by Swipe in verifying data, inaccuracies or absence of received data shall not engage Swipe's liability. Therefore, Swipe shall not be held liable for any errors, interruptions, lack of availability or inaccuracy of information. Swipe also reserves the right to adjust reward points assigned to a User retrospectively in case of error or fraud.

## **Article 5 – Digital Payment Account Features**

**5.1.** Without prejudice to Article 2.1(A), the User acknowledges that Swipe never takes possession of funds to be transferred between digital payment accounts, nor does it have access to or control over such funds. Swipe cannot be held responsible for the legality of the use of the App, nor for the truthfulness, legality and/or completeness of the information provided by Users, nor for any violation of third-party rights committed by Users through the App.

**5.2.** Users acknowledge and accept that the issuance of payment orders from their Digital Payment Account is subject exclusively to the terms and conditions of the Trezor Agreement.



**5.3.** Each User may transfer funds to their Digital Payment Account by bank transfer to the IBAN associated with their Digital Payment Account. Upon receipt of funds, Treezor shall update the available balance via the App.

**5.4.** Bank transfers made through the Digital Payment Account are subject to the following limits:

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| Maximum total daily amount             | €5.000     | €6.000    |
| Maximum total weekly amount            | €8.000     | €9.000    |
| Maximum total monthly amount           | €15.000    | €16.000   |
| Maximum number of transfers per day    | 5          | 10        |
| Maximum number of transfers in 7 days  | 35         | 40        |
| Maximum number of transfers in 30 days | 150        | 160       |

**5.5.** The User may cancel an ordinary bank transfer within 24 hours from submitting the request. After 24 hours, the transaction shall become effective and irrevocable.

**5.6.** The User may block their digital payment card at any time via the Wallet section of the Swiperest App under Settings. In case of theft or loss of the card, the User may request permanent blocking and issuance of a new card by sending an email to [support@swiperest.com](mailto:support@swiperest.com).

**5.7.** When Payment Transactions are carried out in a currency other than the euro, a currency conversion will be performed. The applicable exchange rate is the one applied by the relevant card payment scheme on the date the transaction in question is processed. Any changes to the reference exchange rate may take effect immediately, without prior notice to the Customer.

## Article 6 – Reward Points and Conversion Terms

**6.1.** Reward points are allocated following User interactions with advertising content, including:

- clicking a push notification;
- performing a “swipe right” and remaining on the landing page for at least 4



seconds;

- viewing a post on the dashboard for at least 5 seconds.

**6.2.** The User may convert reward points into money once per day, provided there is a positive point balance. The first conversion may occur on the day following the opening of the Digital Payment Account with Trezor.

**6.3.** Reward points have the following characteristics:

- They are linked to the use of the App, not a specific performance, and do not entail any obligation for the User.
- They are not guaranteed, as advertising campaigns are highly variable and unpredictable in terms of timing, duration and budget. Campaign reception depends on the specific interests expressed by the User, the overall size of the user base, and includes a random component.

## **Article 7 – User Obligations**

**7.1.** By entering into this Agreement, the User undertakes to:

- comply with these General Terms and Conditions;
- not use the App or services for professional, commercial or profit-making purposes;
- not use the services for malicious purposes;
- keep App login credentials confidential and assume responsibility for any disclosure;
- not provide false, fictitious or third-party personal data during registration;
- use the App in compliance with applicable law (including data protection laws), the Agreement, and any additional instructions provided by Swipe;
- not use the App fraudulently or in a manner harmful to the reputation, honor or rights of Swipe, Trezor or third parties;
- refrain from conduct capable of:
  - A)** infringing Swipe's intellectual property rights as defined in the EULA;
  - B)** impairing the operation of the App;
  - C)** violating applicable law, including AML regulations.

**7.2.** Any breach of any of these undertakings shall constitute a material breach of the User's contractual obligations under these General Terms and Conditions.

**7.3.** The User shall ensure that their IT systems and communication equipment are in



proper working order and duly updated in order to benefit from the features of the services and the App.

**7.4.** The User shall be responsible for safeguarding, using and maintaining the confidentiality of their login credentials and password. The User undertakes to promptly notify Swipe of any disclosure to third parties, theft or compromise of their password.

**7.5.** The User further acknowledges that they are solely responsible for compliance with all laws, regulations and obligations applicable to their use of the App and the services.

**7.6.** The User therefore agrees to indemnify and hold Swipe harmless from and against any claims for damages brought by third parties or any sanctions in any way connected to the User's breach of this prohibition, without prejudice to any action that Swipe may take to protect its rights.

## **Article 8** – Suspension of Accounts, Limitation of Access and Termination

**8.1.** In the event of the User's breach of any of the undertakings set out in Article 7 above, or in the event of reports of abuse by any third party (including other Users) and/or any authority, Swipe, at its sole discretion, reserves the right to suspend the User's access to the App and use of the services for the time necessary to verify the reports received and/or until the User remedies the non-compliance that caused the suspension.

**8.2.** Furthermore, if the User fails to remedy the events that led to the suspension within 15 (fifteen) days, Swipe may terminate this Agreement pursuant to Article 9 below, for reasons attributable to the User.

**8.3.** Should Swipe be unable to perform its contractual obligations, including in particular ensuring the functioning of the App and provision of the services, due to fire, war, strikes, embargoes, governmental regulations or other civil or military authorities, omissions or negligence of carriers or suppliers (including, by way of example, third parties entrusted with ensuring the functioning of the App), vandalism or hacking, breakdowns or malfunctions of third-party networks, telecommunications equipment, websites, software or 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 resulting from such Force Majeure events. If the Force Majeure situation persists for more than 15 (fifteen) days, the User shall be entitled to terminate the Agreement, it being understood that in such case no compensation or indemnity shall be owed by Swipe.

**8.4.** In order to proceed with the closure of the Digital Payment Account, the User must first ensure that the available balance is equal to €0.00. If a residual balance is present, the closure request cannot be processed. The User must submit a formal closure request via email to [support@swiperest.com](mailto:support@swiperest.com). Upon receipt of the request and completion of the necessary verifications, Swipe shall proceed with the closure of the Wallet and the deletion of the related account.

### **Article 9 - Express Termination Clause**

Without prejudice to any other rights provided by law, Swipe shall have the right to terminate this Agreement with immediate effect, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by written notice sent to the User in accordance with Article 13 below, stating its intention to rely on this express termination clause where the relevant contractual conditions are met.

### **Article 10 - Effectiveness of the Agreement – Right of Withdrawal**

**10.1.** This Agreement shall enter into force on the date of acceptance by the User pursuant to Article 3 above.

**10.2.** Without prejudice to Articles 7, 8 and 9, the User shall have the right to withdraw from the Agreement at any time with 30 (thirty) days' prior notice by sending written communication via certified email (PEC) to the address set out in Article 14 below.

**10.3.** In the event of withdrawal, Article 11 (Effects of Termination) shall apply.

**10.4.** Any balance remaining in the withdrawing User's Digital Payment Account shall be transferred in accordance with the Trezor Agreement.

**10.5.** In the event of the death of a User holding a Swiperest Digital Payment Account, the heirs must promptly notify Swipe S.r.l. in accordance with the procedures set out in Article 14.1(A).

### **Article 11 – Effect of Termination**

In the event of termination of this Agreement for any reason whatsoever, the User:



**A)** acknowledges and agrees that: (i) they shall no longer be entitled to access the Platform or benefit from any of the services; (ii) the Treezor Agreement shall immediately cease to have effect between the User and Treezor; (iii) any request relating exclusively to the Digital Payment Account and/or the Treezor Agreement shall be addressed solely to Treezor, in accordance with the procedures set out in the Treezor Agreement;

**B)** undertakes to cease using the App and any related intellectual property rights;

**C)** acknowledges and agrees that any pending transactions shall be duly completed.

### **Article 12 – Complaints, ABF (Banking and Financial Arbitrator), and Disputes.**

Swipe has adopted a dedicated procedure for handling complaints and disputes. The methods for submitting complaints are detailed in the “Complaint Handling Procedure” section on the website [www.swiperest.com](http://www.swiperest.com), where a dedicated online form is available, along with operational guidelines, contact channels, and processing times, in compliance with current regulations. For the management of disputes and ABF, the procedures are detailed in the dedicated “ABF Complaints and Disputes” section of the website.

### **Article 13 – Liability**

**13.1.** In light of the technical limitations inherent in IT and telecommunications systems relating to the use of the App and the Website, Swipe shall not be liable for any damage caused by malfunction of one or more stages of access to the App and/or the services offered, in particular, but not exclusively, due to issues related to the use of the Internet network, such as service interruption, external intrusion, presence of computer viruses, or malfunctions of any kind (including, by way of example but not limitation, failures of hardware systems or delays caused by domain and hosting service providers). The User is invited to promptly notify Swipe of any difficulty encountered in connection with their use of the App.

**13.2.** Swipe does not guarantee optimal functioning of the App if the version used does not correspond to the latest version available on the download platforms (Google Play and Apple Store). Swipe shall not be liable for any damage caused by malfunction of a previous version of the App.

**13.3.** If Swipe has legitimate grounds to believe that the User is compromising the



security of the App or misusing the services, it may temporarily deactivate the User's account in order to preserve the integrity of the App.

**13.4.** Swipe shall not be liable where failure to perform or improper performance of its obligations is attributable to the User's conduct, to acts or omissions of third parties beyond Swipe's control, or to a force majeure event, as defined under Article 1218 of the Italian Civil Code.

**13.5.** The User acknowledges and agrees that loss of opportunity or loss of reward points shall not give rise to any right to compensation.

**13.6.** The User accepts that Swipe's IT systems and electronic records shall constitute valid evidence in the relationship between the Parties, unless proven otherwise. Accordingly, files and electronic records stored within IT systems managed by or on behalf of Swipe under reasonable security and reliability conditions may be validly 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 User's use of the services. Swipe may validly produce, in any proceeding and for evidentiary purposes of any act, fact or omission, the 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 cases of manifest error.

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

**13.8.** The Website and the App may contain links or content from services not operated by Swipe that provide additional content or functionality. The content of such third-party services is governed by their respective terms of use and privacy policies and is under the sole responsibility of those providers. Swipe shall not be responsible for the availability or accuracy of such third-party services, nor for any services, products or content made available through them. The inclusion of links to third-party services or their use shall not constitute endorsement by Swipe of such services. For further information, the User is invited to consult the terms of use and/or privacy policies of the relevant third-party services.

## **Article 14 - Contacts and User Support Service**



**14.1.** Any notice or communication between the Parties concerning this Agreement shall be made by email to the following addresses:

**A)** Swipe srl: [support@swiperest.com](mailto:support@swiperest.com); [swipe@pec.it](mailto:swipe@pec.it).

**B)** User: the email address provided during Registration. It is the User's responsibility to ensure that their email address is kept constantly updated within the App.

**14.2.** Any communication of any kind sent by Swipe to the User may also be validly made through push notifications available within the App.

**14.3.** The customer assistance and support service for access to and proper operation of the Platform by Users is available from Monday to Friday, during office hours, at the following address [support@swiperest.com](mailto:support@swiperest.com)

## **Article 15 - Amendment of the Agreement**

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

**15.2.** In the event of any amendment, the User acknowledges and agrees that:

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

**B)** where the amendment concerns the Agreement and is required due to changes in primary or secondary legislation or due to authoritative interpretations or case law developments, it shall become immediately effective between the Parties, without the User being entitled to raise any objection, without prejudice to the User's right to withdraw within 30 (thirty) days from notification by Swipe S.r.l. via email, without any charge or penalty;

**C)** in all other cases, the amendment proposed by Swipe shall become effective only after 30 (thirty) days from notification by Swipe, without prejudice to the User's right to withdraw within the same period by certified email (PEC) or registered mail with return receipt, anticipated by email, without any charge or penalty.

## **Article 16 - Governing Law and Jurisdiction**

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



**16.2.** In the event of any dispute between the Parties concerning the existence, validity, interpretation or performance of this 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 User's right to voluntarily bring proceedings before the Court of Catania.

**16.3.** Swipe reminds the User that, pursuant to Article 14 of Regulation (EU) No. 524/2013, and without any obligation, the User may access information relating to online dispute resolution mechanisms (so-called ODR) at the following link: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

### **Articolo 17 – Personal Data**

In the context of using the services, Swipe collects and processes the User's personal data. At the time of registration, the User acknowledges and accepts the processing of their personal data by Swipe in accordance with applicable law and the provisions of the Privacy Policy. For further information regarding the data collected by Swipe and its use, the User is invited to consult the Privacy Policy.