

# TERMS OF Service

## Version 1 of 20th July 2023)

### 1. INTRODUCTION

- 1.1. These Terms of Service specify the scope and rules for the use of the Website and Services available at: [Home | GameSwift \(gswift.community\)](https://gswift.community).
- 1.2. The Website can be used by individual Users (you) free of charge.
- 1.3. The Website is run by BlockchainGames MTÜ. BlockchainGames MTÜ is duly registered and acting under the laws of Estonia, with registered number 80627013 and registered address at Harju maakond, Tallinn, Kesklinna linnaosa, Parda tn 3 // 5 // 7, 10151 (referred to as "**Company**", "**We**"). Please be aware that the Company do not provide any services to the Users or deliver, hold, and/or receive payment for digital assets.
- 1.4. These Terms of Service constitute a binding and enforceable legal contract between the User and the Company.
- 1.5. By accessing the Website, the Services or their Content, you acknowledge that you have read, understood and agree to be bound by these Terms, as amended from time to time, and that you will comply with the requirements set out herein and with applicable law. The Privacy Policy and other additional terms, policies and rules set out on the Website are hereby incorporated by reference into these Terms and are expressly agreed and acknowledged by the User.

#### **[The role of the Company]**

- 1.6. The Company cooperates with GameSwift DAO, a decentralized autonomous organization consisting of GameSwift community members who want to enrich the GameSwift ecosystem through various activities including designing and developing \$GSWIFT token, an Omni token that can be transferred between blockchains.
- 1.7. The Company was engaged by the DAO to develop an interface available on the Website allowing to interact with the blockchain networks. To use the interface, the User must connect a Wallet by which the different operations with the blockchain networks are executed.
- 1.8. We do not have ultimate control over the blockchain networks or your Wallet. We are not a party to any transaction made by the Users on the blockchain networks. We are not an intermediary, agent, advisor, or custodian in relation to any transaction made via the blockchain networks. We are under no obligation to fulfil any order or authorization issued in relation to any blockchain transaction. Excluding the information collected in

accordance with the Privacy Policy, we do not hold any information of any Users, Users' identities, or services beyond what is available or obtainable publicly via the blockchain.

**DO NOT ACCESS OR USE THE WEBSITE OR THE SERVICES IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY.**

## **2. DEFINITIONS**

- 2.1. Content** – any software, applications, databases, graphic design, images, logos, texts, screenshots, videos, tools, audio recordings, printouts, solutions, articles, opinions, analysis or any other data or materials made available by the Company on the Website or when using the Services.
- 2.2. Consumer** – any natural person who performs legal actions with the Company, which are not directly connected with its professional or business activity. A Consumer is also a natural person using the Website or the Services when such use is not a professional nature of that person.
- 2.3. ICT Systems** – without limitation are all computer, communications, electronic, data processing or cloud systems used by the Company or the User in relation to the use and/or provision of the services under this Terms of Service.
- 2.4. Privacy Policy** – privacy notice and cookie notice dedicated to the Website, the Services and other associated services, available at:  
<https://cdn.gameswift.io/gameswift/shared/pp-airdrop-gswift.pdf>
- 2.5. Company / We** – an entity described in the Clause 1.3. above.
- 2.6. Services** – services rendered by the Company to a User under these Terms: i.) Access to the Website, ii.) Interface service.
- 2.7. Terms of Service or Terms** – these Terms of Service for the Website and the Services.
- 2.8. Third-Party** – an entity other than the Company or the Company's affiliates that provides the Third-Party Services.
- 2.9. Third-Party Service** – software or services provided by an entity other than the Company or the Company's affiliate that are the linked to from the Website.
- 2.10. User / Users** - a person using the Website. The User may be a Consumer.

- 2.11. Wallet** – a cryptocurrency wallet owned by the User and connected by the User to the Website.
- 2.12. Website** – a website operated by the Company on which the Services are provided, available at: [Home | GameSwift \(gswift.community\)](https://www.gameswift.com)

### 3. CONTACT

- 3.1.** The User can contact the Company in matters relating to the Website or the Services using an **e-mail**: [contact@blockchaingames.foundation](mailto:contact@blockchaingames.foundation)

### 4. GENERAL PROVISIONS

- 4.1.** The Company provides its Services through its Website, subject to the following terms and conditions.
- 4.2.** The Terms of Service set out the following:
- 4.2.1.** principles of use of the Website by the Users;
  - 4.2.2.** type and scope of services supplied electronically on the Website;
  - 4.2.3.** conditions for conclusion and termination of agreements;
  - 4.2.4.** complaint procedure.

### 5. REQUIREMENTS TO USE THE WEBSITE OR THE SERVICES

#### [Technical requirements]

- 5.1.** The technical requirements for the use of the Website are as follows:
- 5.1.1.** an Internet-connected device with the latest operating system, Internet access and a current standard web browser,
  - 5.1.2.** cookies and JavaScript enabled in the web browser,
  - 5.1.3.** a screen resolution when displaying the Website is at least 1280x720 pixels.
- 5.2.** Additional technical requirements for the use of the Interface service are as follows:
- 5.2.1.** having an active e-mail address,
  - 5.2.2.** possession of a Wallet.

#### [Other requirements]

- 5.3.** The User must:
- 5.3.1.** be at least 18 years old or of the legal age in accordance with the applicable law of the User's residence;

**5.3.2.** have the full legal capacity to enter into a contract.

**5.4.** If the User is not of the legal age or has not full legal capacity, the User shall be obliged to refrain from accessing and using the Website and Services until the User reaches the legal age or gains the full legal capacity.

**5.5.** The User is obliged not to take any actions that would affect the proper functioning of the Website. In particular, it is forbidden to interfere in any way with the Content placed on the Website and to provide unlawful content while using the Website.

**5.6.** The User is obliged to use the Website in accordance with the law and morality, with respect to personal rights and intellectual property rights, in particular copyrights belonging to the Company or third parties.

## **6. CONTENT**

**6.1.** The Company declares that the Content published on the Website is created and edited with due diligence.

**6.2.** For the duration of this Terms, the Company grants the User a worldwide, non-exclusive, non-transferable, royalty-free license to the extent necessary to use the Website.

**6.3.** The User hereby acknowledges that all intellectual property rights on the Website and its individual components such as videos, audios, source codes, images, logos, trademarks, or any other materials, including but not limited to copyright, patents, trademark rights, know-how, belong to the Company. The Company does not, to any extent: i.) assign, transfer or sell any of its intellectual property rights, in particular copyrights, to the User, as well as it does not ii.) grant any license to the User other than the following license.

**6.4.** The User is authorized to use the Website exclusively for the User's own personal use. Any data or any other materials found on the Website, both those that are protected under copyright law and those that are not, cannot be used for the User's commercial activities.

## **7. WEBSITE SERVICES**

**7.1.** The types of the Services are as following:

- a) Access to the Website service;
- b) Interface service.

**7.2.** The contract between the User and Company on the use of the Website and its Services is concluded as regards:

- 7.1.1.** the access to the Website service – when the User accesses the Website;
    - 7.1.2.** the Interface service – when the User clicks on the “Connect Wallet” button or equivalent button and connects its Wallet to the Website and then starts to interact with blockchain.
  - 7.3.** Note that by connecting the Wallet, Company does not gain control or access to any of the assets held in the Wallet;
  - 7.4.** By concluding the contract referred to in Clause 7.2. above, the User, acting on its behalf, i.) represents that it is authorized and lawfully able to enter into the contract, ii.) confirms the User is aware and complies with these Terms and Privacy Policy and iii.) agrees to be bound by these Terms and Privacy Policy.
  - 7.5.** Continued use of the Website and Services is considered as declaration of will to be bound by these Terms and acknowledgment of the Privacy Policy.
  - 7.6.** The User is authorized to use the Website and/or the Services exclusively for its own use.

## **8. ACCES TO THE WEBSITE SERVICE**

- 8.1.** The access to the Website is a service which enables the User to access the Content available on the Website, including the Content describing the Services contained on the Website.
- 8.2.** The Website’s content, which includes graphical elements, is protected by copyright, trademark protection rights (or priority rights to register trademarks), other intellectual property. The Company does not assign any copyrights or provide any licenses to use the Content available on the Website or Services outside of the license set out in the Chapter 6.2. of these Terms. Therefore, any use of the Website’s Content, outside of the scope of the license, may constitute a breach of the Company’s intellectual property rights.
- 8.3.** The access to the Website service is free of charge.

## **9. INTERFACE SERVICE**

- 9.1.** After the connection of the User’s Wallet the Interface service enables the Users to interact with a blockchain.
- 9.2.** Through the Interface service you can interact with participants of the blockchain networks. For example, using the Interface you can stake your \$GSWIFT tokens or receive them as an airdrop from a third party. Please note that has no control over staking and airdrop.
- 9.3.** The Company do not have possession, custody, or authority over any crypto assets or the funds of any User. The User maintains full control over its crypto assets throughout

the entire process. Company is not a party to any transaction on the blockchain network.

- 9.4.** The User acknowledges and understands that the Wallet is an external tool, specifically an electronic wallet, provided by the Third-Party that allows the User to engage in blockchain transactions on the Website. The Company does not exercise any control over the operation of the Wallet and cannot be deemed as a provider of such solutions. The provision of the Chapter **Błąd! Nie można odnaleźć źródła odwołania.** shall apply accordingly.
- 9.5.** The Company is not intermediary, agent, advisor or custodian and do not have a fiduciary relationship or obligation to the User with respect any other decisions or activities the User undertakes when using the Website and the Services.
- 9.6.** The Company do not possesses data concerning The User's transactions other than what is publicly accessible through the blockchain. Nevertheless, the Company may gather data concerning the Users of the Services in accordance with the Privacy Policy.
- 9.7.** Please note that there may be associated blockchain fees which are essentially network transactions fees paid for each transaction that occurs on the chosen blockchain network. You acknowledge that gas fees are non-refundable. The Company do not provide services to users or engage in activities related to receiving, holding or delivering payments for crypto assets. In addition, the Company do not receive any fees for facilitating transactions or providing the Services.
- 9.8.** The Interface service is free of charge.

## **10. THIRD-PARTY SERVICES**

- 10.1.** The Website may contain links to external Third-Party Services, for example to social media platforms such as Discord or Telegram. The links to Third-Party Services serve only as a convenience for Users. The Company is not responsible for any of the Third-Party Services, related products or website content.
- 10.2.** These Terms do not apply to such Third-Party Services, unless expressly stated otherwise. If the User uses them, the User does this at its sole responsibility and subject to relevant terms of service and privacy policies of such third parties. The Company recommends each User to consult such terms of service and privacy policies for further information before accessing or using the Third-Party Services.
- 10.3.** The Company is not responsible for any Third-Party Services accessed via a link form the Website, including its accuracy and completeness.

## **11. TERMINATION OF CONTRACT**

- 11.1.** The User may terminate any contract for the provision of the Services at any time, with or without cause and with immediate effect by ceasing all access to the Website and the Services.
- 11.2.** The Company may terminate the agreement with the User under these Terms, in whole or in part (as its sole discretion), with an immediate effect, if any of these important reasons occur:
  - 11.1.1.** the User violates these Terms, in particular the rules of conduct set out in Chapter 5;
  - 11.1.2.** the User violates the law or infringes the rights of Third-Parties in connection with the use of the Website or the Services;
  - 11.1.3.** the User conducts activities detrimental or harmful to the Company or other third parties, in particular activities that violate or threaten the security of the ICT Systems;
  - 11.1.4.** the User uses the Website or the Services in a manner contrary to their objectives, purposes or scope as set out in these Terms.

## **12. APPLICABLE LAW**

- 12.1.** These Terms are governed and construed in accordance with the Estonian law, subject to Clause 12.2. below. In matters not regulated by these Terms, the relevant provision of law shall apply.
- 12.2.** For the avoidance of doubt, these Terms shall not limit any rights the Users may have as a Consumer that cannot be excluded or limited under applicable law. In the event that User as a Consumer has such rights which cannot be limited, the provisions of the applicable law shall apply.

## **13. DISPUTES, ODR AND COMPLIANT PROCEDURE**

### **[Disputes]**

- 13.1.** Any claim, dispute or matter arising under or in connection with these Terms shall be governed and construed in all respects by the laws of Estonia. Disputes arising from these Terms, that could not be resolved between the Users and the Company, will be settled by the competent court.
- 13.2.** Please remember that the User – who is a Consumer is always entitled to address a competent supervisory authority in consumer matter under the applicable law. For instance, in the case of the Estonia the competent authority is the Consumer Protection

and Technical Regulatory Authority, address: Endla 10A, 10122 Tallinn, e-mail: [info@ttja.ee](mailto:info@ttja.ee). In order to resolve any disputes and/or claims with Company, the Consumer may also address the Consumer Disputes Committee. Consumer Disputes Committee is authorized to resolve disputes arising from agreements entered into between traders and Consumers that the parties have failed to resolve by way of negotiations. Further information on the resolution of complaints is at: <https://komisjon.ee/et/avalduse-esitamine> (EST).

#### **[Online Dispute Resolution]**

**13.3.** The Consumers should be aware that the European Commission has established a specific platform for online dispute resolution related to online sales or services agreements involving EU Consumers and businesses established in the EU. This platform is available at <http://ec.europa.eu/consumers/odr>. Although the Company is not legally obliged to utilize the ODR platform, it may consider this option on a case-by-case basis.

**13.4.** The Company agrees to conduct an Online Dispute Resolution (ODR) procedure.

#### **[Compliant procedure]**

**13.5.** The User may file a complaint regarding any defects or interruptions in the functioning of the Website or the Services by submitting the complaint.

**13.6.** The complaint shall include:

- a) data identifying the complainant (e.g. name and surname);
- b) type and date of the event giving rise to the complaint;
- c) a detailed description of the event giving rise to the complaint;
- d) demands of the Purchaser making the complaint.

**13.7.** To submit a complaint, the User can contact the Company using the following communication channel: **e-mail:** [contact@blockchaingames.foundation](mailto:contact@blockchaingames.foundation)

**13.8.** The Company shall respond to the complaint within 14 days of its receipt. The Company provides the Purchaser with the answer to the complaint in an electronic document sent by e-mail.

**13.9.** Provisions of Clauses 13.1.-13.8. above apply only to Users who are Consumers and shall not apply to other entities than Consumer, for instance if the User is a legal person.

## **14. LIABILITY**

**14.1.** The Company is liable for the performance of the Services, subject to the Clauses 14.2.-14.8. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this Terms to the fullest extent permitted by applicable law.



- 14.2.** The User assumes the risk of engaging in novel and experimental technology and the Company is not liable for any Third-Party services or links.
- 14.3.** The user is solely responsible for the security of its Wallet.
- 14.4.** The Company has no liability to the use if it is prevented from or delayed in performing its obligations or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, failure of a utility service or telecommunications network, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction.
- 14.5.** The User agrees to not to hold the Company liable for any damages incurred by the User which were caused, directly or indirectly, by the use, malfunction, lack of access to or inability to use the Website or the Services, where permitted by law.
- 14.6.** The Company reserves the right to interrupt or disrupt the provision of or availability of any Service at any time resulting from the malfunctions of ICT Systems for the functioning of which we are not responsible. The User agrees to not to hold Company liable for any damages caused by such interruption or disruption.
- 14.7.** The Company is not liable for any damages caused by the User's actions or omissions, in particular for damages caused by illegal use of the Website or the Services.
- 14.8.** This Chapter 14 applies to the Company, its affiliates, employees, directors and/or officers, as well as employees, directors and/or officers of the Company's affiliates.

## **15. CHANGES TO TERMS OF SERVICE**

- 15.1.** The Company reserves the right, at its sole discretion, to amend these Terms at any time and will update these Terms in the event of any such amendments. By continuing to access or use the Website and Services, the User confirms its acceptance of the revised Terms and all of the terms incorporated therein by reference. The Company encourage the User to review the Terms frequently to ensure that the User understand the terms and conditions that apply when you access or use the Website and Services. Please note that if the User do not agree to the revised Terms, the User may not access or use the Website and Services.
- 15.2.** The Company may make all other amendments to the Terms by posting the revised Terms on the Website, indicating when the revised Terms becomes effective. Although the Company will endeavour to provide the User with advance notice where possible, where lawful we may indicate that the revised Terms shall be effective immediately and if the User do not agree with any such modification, the User should close its account and cease using the Website and the Services.

- 15.3.** If the User does not agree to the proposed changes of these Terms, the User is entitled to terminate contract under these Terms, effective as of the immediately preceding the date of the proposed amendment. Continued use of the Website or the Services means that the User agrees to be bound by the current version of these Terms.
- 15.4.** Any amendment of these Terms will not affect contractual rights acquired by the User prior to the amendment.

## **16. TAXES**

- 16.1.** The Users are solely responsible for the payment of all taxes, duties and assessments now or in the future claimed or imposed by any governmental authority in connection with their use of the Website and/or the Services and/or payable as a result of their use and/or exploitation of crypto assets and interaction with smart contracts. Blockchain-based transactions are novel and their tax treatment is uncertain.

## **17. DATA PROCESSING**

- 17.1.** The rules regarding the processing of personal data and use of cookies of the Users when accessing or using the Website or the Services are set out in the [Privacy Policy](#). We encourage you to review this document to better understand how your personal data and cookies are used.

## **18. FINAL PROVISIONS**

- 18.1.** These Terms enter into force on 20th July 2023.
- 18.2.** If any provision of these Terms is declared invalid or ineffective in whole or in part by a court of law or another competent authority, or if the invalidity or ineffectiveness of any provision of these Terms results from binding legal provisions, or if any provisions prove impossible to implement in whole or in part, the remaining provisions of these Terms shall remain in full force and effect.
- 18.3.** In matters not regulated by these Terms, the relevant provisions of law shall apply. For the avoidance of doubt, it is considered that none of the provisions of these Terms shall limit the rights of the Consumer under the applicable mandatory law. In the event of the occurrence of a provision of this nature, the provisions of the applicable law shall apply.
- 18.4.** All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are excluded from these Terms to the fullest extent permitted by applicable law.