

Terms and Conditions

for the Use of the Swad Website and Application

Last updated: February 15, 2026

1. Introduction

1.1 By accessing this Website or Application, You agree that You have read, understood, and accept the Terms and Conditions ("T&C") herein as well as our Privacy Policy as they will govern Your access and use of the Swad Website and Application.

1.2 This Agreement sets out the terms and conditions between:

YOU, the authorized representative of the business or entity registering for and using Swad (the "Business User")

AND

Swad Labs Inc., a company duly incorporated under the laws of the State of Delaware, with its principal place of business at 28 Geary St, STE 650 Suite #551, San Francisco, CA 94108, San Francisco County, United States (hereinafter referred to as "Swad", "we", "us", or "our", which is responsible for developing and managing Swad).

2. Acceptance

2.1 These T&C govern Your use of the services, content, and information provided by Swad in respect of the Website and Application. By registering, accessing, and/or using the Website or Application, You acknowledge that You are at least 18 years of age or older, You are duly authorized to act on behalf of the business or entity You represent, You have the capacity to enter into this T&C, You have read, understood, and You agree to be legally bound by the T&C. If You do not agree with the T&C, please do not access or use the Website or Application.

2.2 By attempting to access this Website or Application, You agree to comply with and be bound by the terms and conditions governing the Website and Application.

2.3 If these T&C have materially changed since You last accessed or used the Website or Application, You acknowledge and agree that Your continued access or use constitutes Your acceptance of the changed T&C.

2.4 You also agree to our Privacy Policy which covers how we collect, use, share, and store Your personal information.

3. Variation of Terms and Conditions

We may revise and update these T&C from time to time at our discretion. If we do, we will place a notice on our Website, send You an email, and/or notify You by some other means. Your use of this Website or Application is governed by the version of the T&C in effect on the date the Website or Application is accessed by You. We reserve the right to amend, change, vary, or alter the T&C at any time. If You access or use the Website or Application after the amended T&C has been published, You will be deemed to have agreed to the T&C as amended. If You do not agree with the new T&C, You are free to reject them; however, that means You will no longer be able to use the Services.

4. Access to the Website and Application

4.1 To enable You to create a user account and complete certain transactions, we may require that You provide Your personal, identity, and financial information ("Personal Information") and any other information that we may require from time to time, including for subscription-based payment or use of the Swad service.

4.2 You shall be solely responsible for maintaining the confidentiality of Your account credentials and for restricting access to Your devices. While Swad shall take all reasonable steps to protect Your Personal Information, You hereby accept responsibility for any breach, unlawful access, use, compromise, or manipulation of Your Personal Information caused by Your conduct, inaction, carelessness, inadvertence, or negligence. You are to notify us immediately if You become aware of any disclosure, loss, theft, or unauthorized access or use of Your Personal Information.

4.3 We reserve the right to revoke Your access to the Website or Application at our sole discretion and without assigning any reason or giving any notice thereto, or in accordance with notice periods permitted in law.

5. Eligibility

5.1 The Services are intended for use by businesses, sole proprietors, freelancers, and other commercial entities ("Business Users"). By registering for the Services, You represent and warrant that (i) You are an individual of at least eighteen (18) years old (and the age of majority in the jurisdiction in which You reside) authorized to act on behalf of the business or entity registering for the Services; (ii) You have full power and authority to bind such business or entity to these T&C; (iii) the business or entity You represent is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is established; (iv) neither You nor the business or entity You represent have previously been suspended, removed, or deactivated from the Services; and (v) the business or entity is lawfully permitted to use financial services of this nature in the jurisdictions in which it operates.

5.2 You may register and use the Services on behalf of a business, company, partnership, sole proprietorship, or other legal entity, provided that You have the requisite authority to bind such entity to these T&C. The individual registering the account shall be personally responsible for ensuring compliance with these T&C on behalf of the entity.

5.3 The Services are not intended for personal, family, or household use. If You are an individual seeking personal financial services, You are not authorized to use the Services.

6. Identity Verification

You hereby authorize Swad, directly or through third parties, to make any inquiries we consider necessary to validate Your identity and/or authenticate Your identity and account information. This may include asking You for further information and/or documentation about Your identity, or requiring You to take steps to confirm ownership of Your email address, wireless/cellular telephone number, or financial instruments, and verifying Your information against third-party databases or through other sources. Such verification is conducted in compliance with applicable anti-money laundering (AML), know-your-customer (KYC), and counter-terrorist financing (CTF) regulations.

7. Prohibited Uses

You agree that You shall not do the following:

7.1 Use the Website or Application in any manner that could damage or overburden Swad's servers, or any network connected to Swad's servers, or interfere with any other party's use of the Services;

7.2 Use the Website or Application for any illegal or unlawful or malicious activity, or for activities that will be deemed improper under any applicable law, which includes but is not limited to money laundering, financing of terrorism, fraud, racketeering, sanctions evasion, or tax evasion;

7.3 Impersonate any person or entity, falsely state or otherwise misrepresent Your affiliation with any person or entity, or use or provide any fraudulent, misleading, or inaccurate information;

7.4 Access or use (or attempt to access or use) another user's account without permission or solicit another user's login information;

7.5 Reverse engineer any portion of the Website or Application;

7.6 Remove or modify any copyright, trademark, or other proprietary rights notice that appears on any portion of the Website or Application or on any materials printed or copied from the Website or Application;

7.7 Record, process, harvest, collect, or mine information about other users;

7.8 Otherwise attempt to interfere with the proper working of the Website or Application;

7.9 Use the Services to circumvent any foreign exchange controls, capital controls, or regulatory restrictions applicable in any jurisdiction.

You agree that we may take civil or criminal actions against You if we have reason to believe that You have used or attempted to use the Website or Application in any manner prohibited above.

8. Financial Services and Third-Party Providers

8.1 Swad is not a bank and does not provide banking services. The term "Swad Account" refers solely to Your user account within the Swad platform, used to access and manage the Services. Any banking, payment processing, foreign exchange conversion, card issuance, or related financial services are provided by Swad's regulated third-party partners.

8.2 Your use of the Services may involve the transmission of Your Personal Information and financial data to third-party service providers. By using the Services, You consent to the applicable terms of service of these providers.

8.3 Swad does not guarantee the exchange rates, fees, transfer speeds, or availability of any third-party financial service. Exchange rates and fees are subject to change and may vary depending on market conditions and the policies of our third-party partners.

8.4 You acknowledge and agree that all foreign exchange transactions, currency conversions, and cross-border transfers are subject to applicable laws and regulations, including but not limited to the Foreign Exchange Management Act (FEMA) of India, Reserve Bank of India (RBI) regulations, U.S. Treasury regulations, and any other applicable regulatory framework.

9. Communication

You consent to us sending all notifications, notices, records, statements, communications, updates, and any other information regarding the Website or Application provided to You electronically. You understand that You can remove Yourself from these communications by clicking the "Unsubscribe" link in the footer of the actual email, or by responding "STOP" to any SMS communication.

10. Transmission of Personal Information

10.1 Your use of the Website or Application may involve the transmission of Your Personal Information to third-party service providers. In view of Your right to provide consent for the transmission of Your personal information, You consent to the terms of service of these providers.

10.2 The transmission, use, and/or analysis of Your personal data or information shall be processed by Us in accordance with relevant data protection laws and regulations in force.

11. Usage Monitoring

We reserve the right to access, archive, or monitor Your use of this Website or Application in accordance with applicable laws. By using the Website or Application, You accept our right to access, archive, or monitor usage to ensure service quality, evaluate the Website or Application, verify the security of payment methods, ensure compliance with the T&C, or for any other lawful reason. You agree that our monitoring activities will not entitle You to any cause of action or other right with respect to the way we monitor usage and enforce, or fail to enforce, the T&C.

12. Copyright, Trademark, and Other Intellectual Property Rights

You acknowledge that the Website and Application are protected by applicable copyrights, trademarks, trade secrets, patents, proprietary rights, and other intellectual property laws, and that these rights are valid and protected in all forms, media, and technologies existing now or developed in the future. Accordingly, You may not copy, distribute, or modify the Website or Application, including any text, graphics, user interface design, or logos, except as explicitly authorized by Us in writing.

13. Indemnification

You agree to indemnify and hold the Swad Parties (Swad and its licensors, suppliers, partners, parent, subsidiaries, affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives, agents, successors, and assigns) harmless from and against any and all claims, liabilities, damages (actual and consequential), losses, and expenses (including attorneys' fees) arising from or in any way related to any claims relating to (a) Your use of the Services, Swad Account, and related financial products and services provided by third-party partners through the Swad Services, and (b) Your violation of these Terms.

14. Limitation of Liability

YOUR SOLE REMEDY FOR DISSATISFACTION WITH YOUR USE OF THE WEBSITE OR APPLICATION IS TO STOP USING THE WEBSITE OR APPLICATION. YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL SWAD BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF OR INABILITY TO USE THE WEBSITE OR APPLICATION. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO LEGAL THEORY SHALL ANY OF THE SWAD PARTIES BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL,

INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY, (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) ONE HUNDRED (\$100) DOLLARS OR (II) THE AMOUNTS PAID AND/OR PAYABLE BY YOU TO SWAD IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM, OR (D) ANY MATTER BEYOND OUR REASONABLE CONTROL.

15. Disclaimer of Warranties

YOU ACKNOWLEDGE AND AGREE THAT THE WEBSITE AND APPLICATION 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, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WE DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS OR EXPECTATIONS. WE HAVE NO RESPONSIBILITY FOR ANY DAMAGE THAT MAY BE CAUSED TO YOU AS A RESULT OF USING THE WEBSITE OR APPLICATION. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

16. Third-Party Service Providers

16.1 In order for You to conveniently use the Website or Application, we may utilize the services of third-party service providers. Please be aware that Swad is neither responsible for the services provided by third-party service providers nor are we responsible for the privacy policies or practices of third-party service providers.

16.2 You agree that the T&C governs only the Website and Application provided by Swad and not any services provided by third-party service providers. Swad's decision to use third-party service providers is not an endorsement of the content or services provided by such providers. You agree to use the services of third-party service providers at Your own risk.

16.3 Swad does not guarantee the accuracy, reliability, completeness, or usefulness of any services provided by third-party service providers. We have no responsibility for any damage that may be caused to You because of using the services of third-party service providers. Any claim, controversy, complaint, or dispute arising out of or in connection with the services of a third-party service provider shall be resolved in accordance with the terms and conditions of such third-party service provider.

17. Termination

17.1 You acknowledge and agree that we may restrict, suspend, or terminate the T&C or Your access to, and use of, all or any part of the Website or Application, at any time, with or without cause, including but not limited to any breach of the T&C, without prior notice to You.

17.2 We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting, publishing, or otherwise making available any user information, emails, or other materials that are believed to violate the T&C.

17.3 Any suspension, termination, or cancellation shall not affect Your obligations to Us under these T&C (including but not limited to ownership, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation.

18. Closure of Account

While You may close Your account without cost and at any time, You will remain liable for all obligations related to Your account even after the closure of Your account. When You close Your Swad account, we will cancel any scheduled or incomplete transactions. If You have a balance in Your account, You should withdraw or transfer all funds held in Your account before closing it.

Swad may refuse the closing of Your account where:

- (a) There is an ongoing investigation;
- (b) You have a pending transaction or an open dispute or claim;
- (c) Your Swad account has a negative balance;
- (d) Your Swad account is subject to a hold, limitation, or reserve.

Upon Your request to close Your account, such process would take five (5) business days.

Swad also reserves the right to close accounts where:

- (a) No activity has occurred for twelve (12) months (the account holder will be notified thirty (30) days before closure);
- (b) There is a violation of Swad's Terms and Conditions;
- (c) Suspected fraudulent activity is detected;
- (d) Legal or regulatory requirements demand closure.

19. Representations and Warranties

You hereby represent and warrant that:

19.1 You have read and understood the T&C;

19.2 You are at least 18 (eighteen) years of age and are authorized to act on behalf of the business or entity registering for the Services;

19.3 Your Personal Information and any other information given to us is true, accurate, authentic, current, and complete;

19.4 You grant to us the right to use Your Personal Information in accordance with the T&C;

19.5 You shall not provide false, inaccurate, illegal, or misleading information;

19.6 You agree to comply with and be bound by the T&C governing Your use of the Website and Application;

19.7 You shall not assign or transfer Your rights under the T&C to anyone else without our approval in writing;

19.8 Your acceptance and use of the Website and Application does not violate any applicable law or any contract or obligation to which You are a party or are otherwise bound;

19.9 You are accepting the T&C on behalf of a company, organization, or other legal entity, and You confirm that You have their consent or authorization to do so and the authority to bind such entity to these T&C.

20. Disclosures

You agree and expressly consent that Swad may in its absolute discretion disclose any information in its possession relating to the Website or Application at any time, including Your account details, to any other party or institution under applicable international laws and any other laws to comply with its obligations pertaining to the provision of the Services.

21. Arbitration Agreement and Dispute Resolution

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

21.1 The T&C shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions, and the Federal Arbitration Act.

21.2 The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Terms directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute within thirty (30) days, it shall be finally settled by binding arbitration in San Francisco County, California.

21.3 The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures then in effect, by one commercial arbitrator with substantial experience in resolving commercial contract disputes. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

21.4 Swad will pay all arbitration fees for claims less than seventy-five thousand (\$75,000) dollars. Swad will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that Your claim is frivolous.

21.5 Either You or Swad may assert claims, if they qualify, in small claims court in San Francisco County, California.

21.6 **WAIVER OF JURY TRIAL. YOU AND SWAD WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JURY.** You and Swad are instead choosing to have claims and disputes resolved by arbitration.

21.7 **WAIVER OF CLASS OR CONSOLIDATED ACTIONS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.**

21.8 You have the right to opt out of the provisions of this Section by sending written notice of Your decision to opt out to: Swad Labs Inc., 28 Geary St, STE 650 Suite #551, San Francisco, CA 94108, postmarked within thirty (30) days of first accepting these Terms.

22. Severability and Miscellaneous Provisions

22.1 If any provision of the T&C is deemed unlawful, void, or for any reason unenforceable, the remaining provisions shall be fully enforced and shall remain in full force and effect. The failure of a party to enforce any right or provision of the T&C will not be deemed a waiver of such right or provision.

22.2 You shall comply with all laws, rules, and regulations of any governmental authority or agency which govern or apply to the operation and use of the Website and Application.

22.3 Swad may assign its rights and obligations under the T&C without Your consent. You may not assign, delegate, or transfer these Terms or Your rights or obligations hereunder without Swad's prior written consent. The relationship of the parties under the T&C is that of independent contractors.

22.4 These Terms are the complete and exclusive statement of the mutual understanding between You and Swad, and these Terms supersede and cancel all previous written and oral agreements, communications, and other understandings relating to the subject matter of these Terms.

23. Contact Us

All feedback, comments, requests for technical support, and other communications relating to Swad should be directed to:

Email: contact@swad.money

Address: Swad Labs Inc., 28 Geary St, STE 650 Suite #551, San Francisco, CA 94108

By sending us any ideas, suggestions, documents, or proposals ("Feedback"), You agree that (i) Your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) You grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, and sublicense the Feedback.