

Terms of Use

Last Updated: February 15, 2026

Welcome to Swad. Please read on to learn the rules and restrictions that govern Your use of the following online services: (i) the Swad website located at <https://swad.money>, and all of our other websites to which these Terms are posted (the "Websites"); (ii) the Swad mobile application(s) to which these Terms are posted (the "Application"); and (iii) any services, content, communications, and product features relating to the Website and Application ((i) through (iii) collectively, the "Services").

If You have any questions, comments, or concerns regarding these Terms or the Services, please contact us at:

Email: contact@swad.money

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

These Terms of Use (the "Terms") are a binding contract between You (the authorized representative of the business or entity registering for and using Swad) and Swad Labs Inc. ("Swad," "we," and "us"). Your use of the Services in any way means that You agree to all of these Terms, and these Terms will remain in effect while You use the Services. These Terms include the provisions in this document as well as those in the Privacy Policy and any other relevant policies.

These Terms govern Your use of the Services, including Your use of the Swad mobile application to manage Your financial services and cross-border payment capabilities. Please note that Swad is not a bank and does not provide banking services. The term "Swad Account" refers solely to Your user account within the Swad app and platform, used to access and manage Your Services, not a bank account. Banking, payment, and financial services are provided by regulated third-party partners and are subject to their own terms and conditions.

Your use of or participation in certain Services may also be subject to additional policies, rules, and/or conditions ("Additional Terms"), which are incorporated herein by reference, and You understand and agree that by using or participating in any such Services, You agree to also comply with these Additional Terms.

PLEASE READ THESE TERMS CAREFULLY. THEY COVER IMPORTANT INFORMATION ABOUT SERVICES PROVIDED TO YOU AND ANY CHARGES, TAXES, AND FEES WE BILL YOU. THESE TERMS INCLUDE INFORMATION ABOUT FUTURE CHANGES TO THESE TERMS, AUTOMATIC RENEWALS, LIMITATIONS OF LIABILITY, A CLASS ACTION WAIVER, AND RESOLUTION OF DISPUTES BY ARBITRATION INSTEAD OF IN COURT. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION AGREEMENT SECTION 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.

1. Changes to These Terms

We are constantly trying to improve our Services, so these Terms may change along with our Services. We reserve the right to change the Terms at any time, but if we do, we will place a notice on our site located at <https://swad.money>, send You an email, and/or notify You by some other means. If You don't agree with the new Terms, You are free to reject them; unfortunately, that means You will no longer be able to use the Services. If You use the Services in any way after a change to the Terms is effective, that means You agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both You and us.

2. Privacy

Swad takes the privacy of its users very seriously. For the current Swad Privacy Policy, please visit our website at <https://swad.money/privacy>.

3. Children's Online Privacy Protection Act

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 16 years of age. We do not knowingly collect or solicit personally identifiable information from children under 16 years of age; if You are a child under 16 years of age, please do not attempt to register for or otherwise use the Services or send us any personal information. If we learn we have collected personal information from a child under 16 years of age, we will delete that information as quickly as possible. If You believe that a child under 16 years of age may have provided us personal information, please contact us at contact@swad.money.

4. Basics of Using Swad

Account. When You sign up for an account, You will be required to provide us with certain information or data, such as Your contact information. You promise to provide us with accurate, complete, and updated registration information about Yourself. You may not transfer Your account to anyone else without our prior written permission. You will not share Your account with anyone, and You are responsible for any activity associated with Your account.

Eligibility. The Services are intended for use by businesses, sole proprietors, freelancers, and other commercial entities ("Business Users"). You must be at least eighteen (18) years old to use 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 Terms; (iii) neither You nor the business or entity You represent have previously been suspended, removed, or deactivated from the Services; (iv) the business or entity is lawfully permitted to use financial services of this nature in the jurisdictions in which it operates.

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.

Business Use. You may not create more than one (1) Swad account per business entity. You will only use the Services for legitimate business and commercial purposes on behalf of the registered business entity, and only in a manner that complies with all laws that apply to You and Your business. If Your use of the Services is prohibited by applicable laws, then You are not authorized to use the Services.

5. Financial Services

Through the Swad Services, You may access financial services including but not limited to receiving USD payments, holding USD balances, and converting currencies. These financial services are provided by regulated third-party partners and are governed by their respective agreements, which You can access through the Swad Application. Swad acts as a technology platform facilitating access to these services and is not itself a bank, money transmitter, or financial institution unless separately licensed.

You acknowledge that all cross-border payment and currency conversion services are subject to applicable regulatory requirements, including but not limited to anti-money laundering (AML), know-your-customer (KYC), sanctions compliance, and foreign exchange regulations in applicable jurisdictions.

6. Messaging

As part of the Services, You may receive communications through the Services, including messages that Swad sends You (for example, via email or SMS). When signing up for the Services, You will receive a welcome message. To stop messaging at any time, respond with 'STOP' and You will no longer receive messages. To restart, text 'UNSTOP' to Swad Services. By signing up for the Services and providing us with Your wireless number, You confirm that You want Swad to send You information regarding Your account or transactions with us or our partners, which may include Swad using automated dialing technology to text You at the wireless number You provided.

By agreeing to these Terms, You agree to receive push notifications from us. You can opt out of receiving push notifications through Your device settings. Please note that opting out may impact Your use of the Services.

7. Restrictions on Use of the Services

You represent, warrant, and agree that You will not use the Services or interact with the Services in a manner that:

- (a) infringes or violates the intellectual property rights or any other rights of anyone else (including Swad);
- (b) violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws, financial regulations, or any other purpose not reasonably intended by Swad;

- (c) is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) jeopardizes the security of Your account or anyone else's;
- (e) violates the security of any computer network, or cracks any passwords or security encryption codes;
- (f) "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services;
- (g) copies or stores any significant portion of the Content;
- (h) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services;
- (i) is intended for unauthorized commercial use;
- (j) involves the use of the Services for money laundering, terrorism financing, sanctions evasion, tax evasion, or any other financial crime.

A violation of any of the foregoing is grounds for termination of Your right to use or access the Services.

8. Intellectual Property Rights

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content You access through the Services. Subject to these Terms, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable, and non-transferable license to use Content solely for purposes of using the Services. You understand that Swad owns the Services.

9. Third-Party Services and Links

The Services may contain links or connections to third-party websites or services that are not owned or controlled by Swad. Swad has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that You interact with through the Services. By using the Services, You release and hold us harmless from any and all liability arising from Your use of any third-party website or service.

10. Changes to the Services

We're always trying to improve our Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give You notice when we make a material change to the Services that would adversely affect You, but this isn't always practical.

11. Fees and Paid Services

The Services may be free or we may charge a fee for using the Services. If You are using a free version of the Services, we will notify You before any Services You are then using begin carrying a fee, and if You wish to continue using such Services, You must pay all applicable fees.

Paid Services. Certain of our Services are subject to payments (the "Paid Services"). Any payment terms presented to You in the process of using or signing up for a Paid Service are deemed part of these Terms. Paid Services cannot be terminated before the end of the period for which You have already paid, and except as expressly provided in these Terms, Swad will not refund any fees that You have already paid.

Billing. We will bill You by charging Your Swad Account or a bank account or debit card You have linked to Your Swad Account for use of the Paid Services. By choosing to use Paid Services, You agree to pay us all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms, and You authorize us to charge Your Swad Account or linked bank account or debit card.

Auto-Renewal. Unless You opt out of auto-renewal through Your account settings, any Paid Services You have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. To change or cancel Your Paid Services at any time, go to account settings. If You terminate a Paid Service, You may use Your subscription until the end of Your then-current term, and Your subscription will not be renewed after Your then-current term expires.

12. Stopping Use of the Services

You're free to stop using the Services at any time by contacting us at contact@swad.money. Please refer to our Privacy Policy, as well as the licenses above, to understand how we treat information You provide to us after You have stopped using our Services.

Swad is also free to terminate (or suspend access to) Your use of the Services or Your account for any reason at our discretion, including Your breach of these Terms. Account termination may result in destruction of any Content associated with Your account, so keep that in mind before You decide to terminate Your account.

Provisions that, by their nature, should survive termination of these Terms shall survive termination, including any obligation You have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership of intellectual property rights, and terms regarding disputes between us.

13. Mobile Applications

You acknowledge and agree that the availability of our mobile application is dependent on the third-party stores from which You download the application, e.g., the App Store from Apple or the Android app market from Google (each an "App Store"). Each App Store may have its own terms and conditions to which You must agree before downloading mobile applications from such store. You agree to comply with, and Your license to use our application is conditioned upon Your compliance with, such App Store terms and conditions. To the extent such other

terms and conditions conflict with these Terms of Use, the more restrictive or conflicting terms in these Terms of Use apply.

14. Apple App Store Terms

These Terms apply to Your use of all the Services, including our iOS applications (the "Application") available via Apple, Inc. ("Apple") App Store, but the following additional terms also apply:

- (a) Both You and Swad acknowledge that the Terms are concluded between You and Swad only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- (b) The Application is licensed to You on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Services for Your authorized business purposes, subject to all the terms and conditions of these Terms;
- (c) You will only use the Application in connection with an Apple device that You own or control;
- (d) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- (e) In the event of any failure of the Application to conform to any applicable warranty, You may notify Apple; upon notification, Apple's sole warranty obligation to You will be to refund to You the purchase price, if any, of the Application;
- (f) Swad, and not Apple, is responsible for addressing any claims You or any third party may have in relation to the Application;
- (g) In the event of any third-party claim that the Application infringes that third party's intellectual property rights, Swad, and not Apple, will be responsible for the investigation, defense, settlement, and discharge of any such claim;
- (h) You represent and warrant that You are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that You are not listed on any U.S. Government list of prohibited or restricted parties;
- (i) Both You and Swad acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and that upon Your acceptance of these Terms, Apple will have the right to enforce these Terms against You as the third-party beneficiary hereof.

15. Warranty Disclaimer

THE SERVICES AND CONTENT ARE PROVIDED BY SWAD (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" 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. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

16. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) 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. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

17. Indemnity

You agree to indemnify and hold the Swad Parties 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.

18. Assignment

You may not assign, delegate, or transfer these Terms or Your rights or obligations hereunder, or Your Services account, in any way (by operation of law or otherwise) without Swad's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

19. Choice of Law

These Terms are governed by and will be construed under the Federal Arbitration Act, applicable federal law, and the laws of the State of California, without regard to its conflict of laws provisions.

20. Arbitration Agreement

Please read the following ARBITRATION AGREEMENT carefully because it requires You to arbitrate certain disputes and claims with Swad and limits the manner in which You can seek relief from Swad.

(a) Arbitration Rules; Applicability. The parties shall use their best efforts to settle any dispute directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in San Francisco County, California. 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.

(b) Costs of Arbitration. 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.

(c) Small Claims Court. Either You or Swad may assert claims, if they qualify, in small claims court in San Francisco County, California or any United States county where You live or work. Furthermore, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement of a party's intellectual property rights.

(d) 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.

(e) 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.

(f) Opt-out. 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. You must include: (i) Your name and residence address, (ii) the email address and/or telephone number associated with Your account, and (iii) a clear statement that You want to opt out of these Terms' arbitration agreement.

(g) Exclusive Venue. If You send the opt-out notice, and/or in any circumstances where the foregoing arbitration agreement permits either You or Swad to litigate any dispute in court, both You and Swad agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in San Francisco County, California.

(h) Severability. If the prohibition against class actions and other claims brought on behalf of third parties is found to be unenforceable, then all of the preceding language in this Arbitration Agreement Section will be null and void. This arbitration agreement will survive the termination of Your relationship with Swad.

21. Miscellaneous

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with Your activity in connection with the Services. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect. You and Swad agree that these Terms are the complete and exclusive statement of the mutual understanding between You and Swad. You hereby acknowledge and agree that You are not an employee, agent, partner, or joint venture of Swad.