

The terms and conditions, together with any additional information (“**Terms**”), are entered into between Swiftco International Corporation, company number 2111961 with address Intershore Chambers, Road Town, Tortola, British Virgin Islands (the “**Swiftco International Corporation**,” “**we**,” “**us**,” and “**our**”) and you or the company or other legal entity that you represent (“**you**” or “**your**”).

***Please read these Terms carefully as they govern your use of our site/s: [www.landing.swiftco.io](http://www.landing.swiftco.io) [www.swiftco.io](http://www.swiftco.io) and its redirection from [www.sharetheload.com](http://www.sharetheload.com) and all associated sites (the “Website”) and our Services (defined below) and describe your rights and obligations and our disclaimers and limitations of legal liability. By accessing or using any part of the Website or the Services, you agree to become bound by the terms and conditions of these Terms.***

***By accessing the use of our Services including the purchase of tokens on behalf of a company, organization or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.***

***If you do not agree to these Terms or do not have authority to bind your organization on whose behalf you are using the Services to these Terms, you must not access or use our Website or the Services including purchasing tokens. Please carefully review the terms and conditions most specifically, the disclaimer, before accessing the Website, our Services, or by the purchase of tokens. Please refer to our privacy policy available for information about how we collect, use, share and otherwise process information about you. In addition, you agree to comply with professional conduct including but not limited to having anything to do with profanity, slander and defamation with respect to any interactions with the purchase, sale and discussion via the Website or by other means including but not limited to Social media and other communication channels.***

***Additionally, by agreeing to the terms and conditions, “you” understand that Swiftco International Corporation “us” reserve the right, in our sole discretion, to modify these Terms from time to time and if we make changes, we will provide you with notice of any changes using reasonable means, such as by correspondence e.g. email, or by providing a notice through the Website or by pop ups on the website reflecting new terms and conditions with a new effective date. Unless otherwise stipulated, any changes and amendments as such are effective immediately, and your continued use of the Website or our Services will confirm your acceptance of the changes. Lastly, if you do not agree to the amended Terms and conditions, or do not have authority to bind your organization on whose behalf you are using the Services to these Terms, you must not access or use our Website or the Services including purchasing tokens***

### **Purpose and Use of Swiftco**

Swiftco, utility token, is intended to be used within the ecosystem comprising of Sharetheload, Worldmarkets and other entities that may be added at a later time (the “services”), as facilitated through a decentralized platform being “Swiftco” located at

www.swiftco.io. Ownership of Swiftco, carries no rights, express or implied, other than the right to use Swiftco as a means of membership within our services consisting of the ecosystem, and to enable usage of and interaction with the platform. In particular, you understand and accept that Swiftco does not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares intellectual property rights or any other form of participation in or relating to the Platform, and/or Company and its corporate affiliates, other than rights relating to the receipt of Services and use of the Platform, subject to limitations and conditions in these Terms and applicable Platform Terms and Policies (as defined below). SWIFTCO IS ALSO NOT INTENDED TO BE A DIGITAL CURRENCY, SECURITY, COMMODITY OR ANY OTHER KIND OF FINANCIAL INSTRUMENT.

## SERVICES

The Website enables users to access information about and its related services, including (without limitation) resources, data, information about the decentralized network and the purchase and sale of the token. Some Services offered by us or other participants across the network require payment. You acknowledge and agree that the Swiftco International Corporation has no control over transactions, the method of payment of any Charges, if applicable, or any actual payments of Charges, if applicable.

## YOUR REPRESENTATIONS AND WARRANTIES; CONDITIONS

By accessing the Website, Services, redirection as such, you must be able to form a legally binding contract online either on behalf of the entity on whose behalf that you are using the Website or Services, or as an individual if you are using the Website or the Services in your personal capacity. Accordingly, you represent that you are at least 18 years old, can form a legally binding contract online, and have the full, right, power and authority to enter into and to comply with the obligations under these Terms. Additionally, you represent and warrant that you are not a citizen or resident of a state, country, territory or other jurisdiction that does not allow the sale and or purchase of cryptocurrency including that of tokens as such -or where your use of the Website or the Services would be illegal or otherwise violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or other directive, requirement or guideline, published or in force which applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over the Swiftco International Corporation, you, the Website or the Services, or as otherwise duly enacted, enforceable by law, the common law or equity ("**Applicable Law**").

As a condition to accessing or using the Services or the Website, you represent, warrant and agree that you: (i) will only use the Services and the Website for lawful purposes and in accordance with these Terms; (ii) will ensure that all information that you provide on the Website is current, complete, and accurate; (iii) will maintain the security and confidentiality of your account; (iv) and agree Swiftco International Corporation will be not be under any obligation to become involved should a dispute arise and (v) agree that Swiftco

International Corporation is indemnified from any proceedings that may arise with the sale or purchase of the token.

As a condition to accessing or using the Website or the Services, you represent, warrant and agree that you will not: (i) violate any Applicable Law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and any relevant and applicable privacy and data collection laws, in each case as may be amended; You represent and warrant that you: (i) have the necessary technical expertise by your independence or by obtaining another opinion and ability to review and evaluate the security, integrity and operation of any of Swiftco that you decide to acquire, sell or use; (ii) have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under Applicable Law of Swiftco; and (iii) know, understand and accept the risks associated with Swiftco.

### PROPRIETARY RIGHTS

Excluding any open source software or third-party software that the Website or the Services incorporates, as between you and Swiftco International Corporation, Swiftco International Corporation, owns the Website and the Services, including all technology, content and other materials used, displayed or provided on the Website (including all intellectual property rights), and hereby grants you a limited, revocable, non-transferable, license to access and use those portions of the Website and the Services that are proprietary to the Swiftco International Corporation in accordance with their intended uses and using their designated public interfaces.

Any of Swiftco International Corporations, product or service names, logos, and other marks used in the Website or as a part of the Services, including Swiftco International Corporations, name and logo are trademarks owned by the Swiftco International Corporation, or its applicable licensors. You may generally use Swiftco International Corporation, name and logo to refer to the Swiftco International Corporation, mission and activities provided that it does not in any way suggest or imply sponsorship or approval by the Swiftco International Corporation. You may also indicate the relationship of your products and services to the Swiftco International Corporation's mission and activities by using an accurate descriptive term in connection with your product or service. You may not use the Swiftco International Corporation's name and logo in a manner that may cause confusion with others or result in generalization. The Swiftco International Corporation reserves its right to prohibit the use of the Swiftco International Corporation's marks by anyone that we believe misuses our trademarks. Except as provided in the foregoing, you may not copy, imitate or use the Swiftco International Corporation's marks without the Swiftco International Corporation's (or the applicable licensor's) prior written consent. The Swiftco International Corporation will be free to use, disclose, reproduce, license, and otherwise distribute and exploit any suggestions, comments, or other feedback provided by you to the Swiftco International Corporation with respect to the Website or Services ("**Feedback**") provided to it as it sees fit, entirely without obligation or restriction of any kind, on account of intellectual property rights or otherwise.

The Website provides access to certain third-party websites ("**External Sites**") that are in connection with Swiftco, ("**Third Party Services**") solely as a convenience to you. The

content of such External Sites is developed and maintained by Sharetheload International.. We make no warranties or representations, express or implied, about such Third-Party Services. You acknowledge sole responsibility for and assume all risk arising from your use of any Third-Party Services.

## USER CONTENT

Swiftco International Corporation allows users to distribute streaming services, such as chat, video recordings, forums etc. and to participate in other activities in which you may create, post, transmit, perform, or store content, videos or other materials through the Website ("**User Content**").

If you submit, transmit, display, perform, post or store User Content using the Website, you grant Swiftco International Corporation and its sublicenses, to the fullest extent and for the maximum duration permitted by Applicable Law (including in perpetuity if permitted under Applicable Law), an unrestricted, worldwide, irrevocable, fully sub licensable, non-exclusive, and royalty-free right to (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content in any form, format, media or media channels now known or later developed or discovered; and (b) use the name, identity, likeness and voice (or other biographical information) that you submit in connection with such User Content. Should such User Content contain the name, identity, likeness and voice (or other biographical information) of third parties, you represent and warrant that you have obtained the appropriate consents and/or licenses for your use of such features and that the Swiftco International Corporation and its sublicenses are allowed to use them to the extent indicated in these Terms. To the furthest extent permitted by Applicable Law, you hereby agree that the Swiftco International Corporation shall not be liable for any unauthorized copying, use or distribution of User Content by third parties and release and forever waive any claims you may have against the Swiftco International Corporation for any such unauthorized copying or usage of the User Content, under any theory.

You are solely responsible for your User Content and the consequences of posting or publishing it. You represent and warrant that: (1) you are the creator and owner of the User Content or otherwise have sufficient rights and authority to grant the rights granted herein; (2) your User Content does not and will not (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) defame any other person; and (3) your User Content does not contain any viruses, adware, spyware, worms, or other harmful or malicious code. The Swiftco International Corporation reserves all rights and remedies against any users who breach these representations and warranties. Further, you agree that your User Content will comply with the guidelines issued by international jurisdictions, as well as any other advertising guidelines required under applicable law. You are solely responsible for any endorsements or testimonials you make regarding any product or service through the Website.

## CHANGES; SUSPENSION; TERMINATION

Swiftco International Corporation with its network is intended to be decentralized and self-operating. Accordingly, we may, at our sole discretion, from time to time and with or

without prior notice to you, modify, suspend or disable, temporarily or permanently, the Services offered by Swiftco International Corporation, in whole or in part, for any reason whatsoever, including, but not limited to, as a result of a security incident.

We will not be liable for any losses suffered by you resulting from any modification to any Services or from any suspension or termination, for any reason, of your access to all or any portion of the Website or the Services.

All of these terms will survive any termination of your access to the Website or the Services, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive.

#### ELECTRONIC NOTICES

By way of accessing the services provided by Swiftco, you consent to receive any form of communications including but not limited to email, agreements, documents, notices, updates and disclosures as such electronically (collectively, our “**Communications**”) that we provide in connection with these Terms or any Services. You agree that we may provide communication to you by way of website updates including any posts, pop ups as such on the Website or through the Services or by emailing them to you at the email address you provide in connection with using the Services. For your own record, we ask you maintain copies of such communication by way of hard paper copy or soft electronic copy. You may also contact support@swiftco.io to request any electronic copies of Communication.

#### INDEMNIFICATION

You agree by accessing our services and accepting the terms, you will defend, indemnify, and hold harmless Swiftco International Corporation, our members, directors, officers, employees, attorneys, agents, representatives, suppliers, licensors and contractors (collectively, “**Protected Parties**”) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys’ fees, arising out of or relating to your use of, or conduct in connection with, the Website and/ or its Services.

#### DISCLOSURES; DISCLAIMERS

***The Swiftco International Corporation seeks to encourage trust, confidence, and success of the Swiftco ecosystem as a means of public good. Swiftco being Swiftco International Corporation does not operate a virtual currency or derivatives exchange platform or offer trade execution or clearing services and therefore has no oversight, involvement, or control with respect to your transactions, including its purchase and sale.***

***You are responsible for complying with all laws and regulations applicable to your transactions, including, but not limited to, within your country of residence and or jurisdiction.***

You understand that the Swiftco International Corporation is not registered or licensed by any financial regulatory authority. No financial regulatory authority has reviewed or approved the use of its token. The Website and/ or its Services, do not constitute advice or recommendation concerning the purchase or sale of its token, commodity, security or any

other asset. The Swiftco International Corporation does not act in giving any financial advice and shall not be held liable nor accountable.

***To the maximum extent permitted under Applicable Law, the Website and the Services (and any of their content or functionality) provided by or on behalf of us are provided on an “AS IS” and “AS AVAILABLE” basis, and we expressly disclaim, and you hereby waive, any representations, conditions or warranties of any kind, whether express or implied, legal, statutory or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of trade, including, without limitation, the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third party rights. Without limiting the foregoing, we do not represent or warrant that the Website or the Services (including any related data) will be uninterrupted, available at any particular time or error-free. Further, we do not warrant that errors in the Website or the Service are correctable or will be corrected.***

***You acknowledge that your data on the Website or through the Services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, and agree that, to the maximum extent permitted under Applicable Law, we will not be liable for any loss or damage caused by denial-of-service attacks, software failures, viruses or other technologically harmful materials (including those which may infect your computer equipment), protocol changes by third party providers, Internet outages, cyber attacks, force majeure events or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control.***

***The disclaimer of implied warranties contained in these Terms may not apply if and to the extent such warranties cannot be excluded or limited under the Applicable Law of the jurisdiction in which you reside.***

#### EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES

***In no event will Swiftco International Corporation, together with any Protected Party, be liable for any incidental, indirect, special, punitive, exemplary, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, goodwill, profits or other business or financial benefit) arising out of or in connection with the Website or its services, any execution or settlement of a transaction, any performance or non-performance of its token and its Services or other item provided by or on behalf of a Protected Party, whether under contract, tort (including negligence), civil liability, statute, strict liability, breach of warranties, or under any other theory of liability, and whether or not any Protected Party has been advised of, knew of or should have known of the possibility of such damages and notwithstanding any failure of the essential purpose of these Terms or any limited remedy nor is the Swiftco International Corporation in any way responsible for the execution or settlement of transactions between users such as the purchaser and seller.***

#### LIMITATION OF LIABILITY

***In no event will the Protected Parties' aggregate liability arising out of or in connection with the Website, the Services and its ecosystem (and any of their content and functionality), any performance or non-performance of the Services, digital assets, Tokens or any other product, service or other item provided by or on behalf of a Protected Party, whether under contract, tort (including negligence), civil liability, statute, strict liability or other theory of liability exceed the amount of fees paid by you to us under these Terms in the twelve (12) month period immediately preceding the event giving rise to the claim for liability.***

#### RELEASE

To the extent permitted by applicable law, in consideration for being allowed to use the Website or its services, you and all other members of the entity or organization on whose behalf you are using the Website or its Services hereby release and forever discharge Swiftco International Corporation and all Protected Parties from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Website, and its Services and/or its ecosystem (including any interactions with, or act or omission of, other Websites or users or any third-party services). YOU HEREBY WAIVE ANY APPLICABLE PROVISION IN LAW OR REGULATION IN CONNECTION WITH OUR WEBSITE AND/ OR ITS SERVICES.

#### DISPUTE RESOLUTION AND ARBITRATION

***Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Swiftco International Corporation and limits the way(manner) you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. In addition, arbitration precludes you from suing in court or having a jury trial.***

***You and Swiftco International Corporation agree that any dispute arising out of or related to these Terms or our Services is personal to you and Swiftco International Corporation and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.***

Except for small claims disputes in which you or Swiftco International Corporation seeks to bring an individual action in small claims court located in the county or other applicable jurisdiction where you reside or disputes in which you or Swiftco International Corporation seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and Swiftco International Corporation waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Services resolved in court. Instead, for any dispute or claim that you have against Swiftco International Corporation or relating in any way to the Services, you agree to first contact Swiftco International Corporation and attempt to resolve the claim informally by sending a written notice of your claim ("**Notice**") to the Swiftco International Corporation by email at [support@swiftco.io](mailto:support@swiftco.io). The Notice must include your name, residence address, email address, and telephone number, describe the nature and basis of the claim and set forth the specific relief sought.

Our notice to you will be similar in form to that described above. If you and Swiftco International Corporation cannot reach an agreement to resolve the claim within SEVEN (7) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by the BRITISH VIRGIN ISLANDS INTERNATIONAL ARBITRATION CENTRE (“**BVIIAC**”), or, under the limited circumstances set forth above, in court. All disputes submitted to BVIIAC will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in the British Virgin Islands, in accordance with the BVIIAC Consumer Arbitration Rules. By way of understanding the rules that govern arbitration, this can be found on the BVIIAC website <https://www.bviiac.org/>

The arbitrator, Swiftco International Corporation, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the disputes. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and Swiftco International Corporation agree that for any arbitration you initiate, you will pay the fees associated for arbitration. For any arbitration initiated by Swiftco International Corporation, Swiftco International Corporation will pay all fees and costs associated with its claim. You and Swiftco International Corporation agree that the courts of British Virgin Islands have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

Any claim arising out of or related to these Terms or our Services must be filed within SEVEN (7) days after such claim arose; otherwise, statute of limitations is in effect and claim is permanently barred, which means that you and Swiftco International Corporation will not have the right to assert the claim.

You have the right to opt out of binding arbitration within five (5) days of the date you first accepted the terms of this Section 12 by emailing us at [support@swiftco.io](mailto:support@swiftco.io). In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration.

### GOVERNING LAW

The interpretation and enforcement of these Terms, and any dispute related to these Terms, the Website or the Services, will be governed by and construed and enforced in accordance with the laws of British Virgin Islands, as applicable, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court having jurisdiction. With respect to any other proceeding that is not subject to arbitration under these Terms, the courts located in British Virgin Islands will have exclusive jurisdiction. You waive any objection to venue in any such courts.

### RISK FACTORS



You acknowledge the following serious risks to any use of the Website, its Services, its ecosystem or as such the purchase and/ or sale of its Token and expressly agree to not hold any Parties liable should any of the following risks occur:

**Threat of Regulatory Actions in One or More Jurisdictions:** The Website or the Services could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of the Swiftco International Corporation to continue to develop the Website or Services, or which could impede or limit your ability to use the Website or Services or its Token.

**Threat of Alternative, Unofficial Networks:** It is possible that alternative Swiftco based networks could be established, which utilize the same code and protocols underlying the sale or purchase of its token including similarity such as name. Moreover, Swiftco International Corporation advises if unsure to immediately email [support@swiftco.io](mailto:support@swiftco.io)

**Threat of Insufficient Interest in the Swiftco Network:** It is possible that Swiftco will not be used by a large number of businesses, individuals, and other organizations and that there will be limited public interest in the purchase and/or sale of its token impacting the demand.. Such a lack of interest could impact the sale of Swiftco and potential uses of its Token. The Swiftco International Corporation cannot predict the success of its own development efforts or the efforts of other third parties.

**Threat that the Website and Services, as Developed, Will Not Meet the Expectations of User:** You recognize that the Website and/or its Services and are under development and may undergo significant changes over time. You acknowledge that any expectations regarding the form and functionality of its token held by you may not be met for any number of reasons including a change in the design and implementation plans, specifications and execution of the implementation of its Website, Services or the ecosystem.

**Threat of Security Weaknesses:** The Website and/ or its Services raise the possibility, of such weaknesses including bugs into the core elements of the Website and or its Services causing the system to lose the Tokens stored in one or more of your accounts or other accounts or lose sums of other valued tokens. Furthermore, despite our good faith efforts to develop and maintain the Website and its Services, the Website and/ its Services may experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Website, its Services, and the purchase or sale of its Tokens.

**Threat of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography:** Cryptography, an art, keeping information secure can change over time. Advances in cybercrime including hacking, or technical advances, could present risks to cryptocurrencies and the Website, services which could result in the theft or loss of Swiftco Tokens. To the extent within its control and otherwise possible, Swiftco International Corporation intends to update the protocol underlying the Services to account for any advances in cryptography and to incorporate additional security measures, but it cannot predict the future of cryptography or guarantee that any security updates will be made in a timely or successful manner.

**Threat of Blockchain Network Attacks:** Any blockchain used for Services may be susceptible to mining attacks, including but not limited to: double-spend attacks, reorganizations, majority mining power attacks, “selfish-mining” attacks, and work race condition attacks. Any successful attacks present a risk to the Services that Swiftco International Corporation offers, expected proper execution and sequencing of transactions,

and expected proper execution and sequencing of contract computations. Known or novel mining attacks may be successful.

**Threat of Rapid Adoption and Insufficiency:** If the Services are rapidly adopted, the demand for transaction processing and distributed application computations could rise dramatically and at a pace that exceeds the rate with which Swiftco services can provide. Under such a scenario, the Swiftco Network could become destabilized, due to the increased cost of running distributed applications. In turn, this could dampen interest in the Services, and its Tokens. Insufficiency of computational resources and an associated rise in the price of Swiftco could result in businesses being unable to acquire scarce computational resources to run their distributed applications. This could result in lost revenues and disruption or halting of business operations.

**Threats Associated with New and Evolving Laws:** Swiftco, and by extension of its Website and Services, may be subject to a variety of international laws and regulations, including those with respect to financial or securities regulations, consumer privacy, data protection, consumer protection, content regulation, network neutrality, cyber security, data protection, intellectual property (including copyright, patent, trademark and trade secret laws), defamation, and others. Such laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting Swiftco could be enacted. As the Website, Services and Swiftco evolve, we may be subject to new laws, and the application of existing laws to us might change. These laws and regulations are frequently costly to comply with and may divert a significant portion of the Swiftco International Corporation's attention and resources or restrict the way Swiftco may operate. If we fail to comply with these applicable laws or regulations, we could receive negative publicity and be subject to significant liabilities which could adversely impact the Website, Services, and the sale and or purchase of Swiftco.

**Market Risks:** Swiftco Tokens are intended to be used solely in connection within its ecosystem including but not limited to Sharetheload. We do not support or otherwise facilitate any secondary trading or external valuation of Swiftco. This restricts the contemplated avenues for using Swiftco Tokens, and could therefore create illiquidity risk to the Swiftco Tokens you hold. Even if secondary trading of Swiftco Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third parties do ascribe an external exchange value to Swiftco Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

**Specific Threats Relating to Value and Function of Tokens:** The utility benefits of using Swiftco Tokens to access services provided by its ecosystem can only materialize through user-driven adoption over time. Such adoption depends on a variety of factors, including the pace of user adoption, the organic community-driven expansion of the Swiftco Network. As such, the extent of user adoption is entirely outside of Swiftco International Corporation's control and cannot be stated with any certainty. The price of Swiftco Tokens may fluctuate in response to competitive and market conditions affecting the general supply of and demand for user-requested services. These conditions are beyond our control. The value of Swiftco Tokens may be lower than the price at which it was purchased. The utility of Swiftco Tokens, and any value associated with that utility, will depend on the ability of the Swiftco Network to adequately facilitate user-requested services. Inadequate supply may result in such services taking more time, while inadequate demand may make it

difficult to obtain services, both of which may discourage participation in the Swiftco Network. No promises of future performance or value are or will be made with respect to Swiftco Token, including no promise of inherent value, no promise of continuing payments, and no guarantee that Swiftco Token will hold any particular value.

**Unanticipated Risks:** Cryptographic tokens such as Swiftco Tokens are a new and untested technology. In addition to the risks included in these Terms, there are other risks associated with the Services that Swiftco is utilized in. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in these Terms.

## MISCELLANEOUS

Any right or remedy of Swiftco International Corporation set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under Applicable Law, at law or in equity. Our failure or delay in exercising any right, power, or privilege under these Terms will not operate as a waiver thereof. The invalidity or unenforceability of any of these Terms will not affect the validity or enforceability of any other of these Terms, all of which will remain in full force and effect. We will have no responsibility or liability for any failure or delay in performance of the Website or any of the Services, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction. You may not assign or transfer any right to use the Website or the Services, or any of your rights or obligations under these Terms, without our express prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval. Headings of sections are for convenience only and will not be used to limit or construe such sections. These Terms contain the entire agreement and supersede all prior and contemporaneous understandings between the parties regarding the Website and the Services. If there is a conflict between these Terms and any other agreement you may have with us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.

## Trademark Guidelines

Sharetheload Global IP ( "**Sharetheload Global IP**") have developed these guidelines ("**Guidelines**") to ensure that Swiftco International Corporation trademarks and service marks ("**Marks**") are properly displayed and used. As the owner of its Marks, Swiftco International Corporation has exclusive rights to use its Marks and is obligated to prevent others from using its Marks inappropriately. If use of the Swiftco International Corporation's Marks is authorized, it is expected that you will comply in all respects with the requirements and conditions set forth in these Guidelines and in any other guidelines promulgated by the Swiftco International Corporation. Nothing contained in these Guidelines should be construed as granting, by implication, estoppel, or otherwise, any license or right in and to the Marks or other intellectual property owned by the Swiftco International Corporation. Unauthorized use of any of the Marks or the Swiftco International Corporation's other

intellectual property may violate the law. All rights not expressly granted herein are reserved by the Swiftco International Corporation.

## PROHIBITED USE

In order to ensure that you do not infringe on any the Marks, you must avoid doing any of the following without the prior written permission of Swiftco International Corporation:

- Using a Mark in a manner that is likely to directly or indirectly imply either an affiliation with or an endorsement by the Swiftco International Corporation of specific products, goods, services, materials, courses, or programs.
- Using the logo of its ecosystem or any Swiftco International Corporation logo in your materials.
- Using a Mark in a manner that is likely to confuse the public about the origin of products, goods, services, materials, courses, or programs.
- Using a mark similar enough to a Mark owned by Sharetheload Global IP that it could be confused for a Swiftco International Corporation Mark (considering visual, phonetic and connotations of the marks).
- Altering, adapting, modifying, animating or morphing any Marks.
- Using the Swiftco International Corporation name or Marks as the visual focal point of any materials.
- Using a Mark in a manner that is likely to dilute, defame, disparage, or harm the reputation of the Swiftco International Corporation.
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## PERMISSIBLE REFERENCES TO SWIFTCO INTERNATIONAL CORPORATION MATERIALS

The Swiftco International Corporation acknowledges that the use of Marks may be necessary to describe the subject matter of some materials, products, and/or programs. Consequently, Swiftco International Corporation does allow descriptive uses of its Marks; however, the name Swiftco International Corporation and other Marks, may be used only when necessary to describe the subject matter of the materials, products, and/or programs. All uses must be accurate and descriptive in nature so there is no likelihood of confusion to the public.

## TRADEMARK PERMISSION REQUESTS

To request permission to use Swiftco International Corporation Mark, please contact Swiftco International Corporation at [support@swiftco.io](mailto:support@swiftco.io)

## DISCLAIMER

These Guidelines are not intended to serve as legal advice. Should you have questions regarding your legal rights or duties, please seek legal advice. Should you have further questions regarding the policies of the Swiftco International Corporation with respect to its Marks, please contact [support@swiftco.io](mailto:support@swiftco.io)