

Terms of Use

Definitions

- API: Application Programming Interface
- App: a virtual profile of an application on the SnapSwap Developer Portal where you can set up and configure application properties and settings in order to connect to an API
- Application: a program or piece of software designed and developed for a particular purpose
- SnapSwap: SnapSwap International S.A., 59, Boulevard Royal, L-2449 Luxembourg
- SnapSwap Developer Portal: the SnapSwap Developer Portal including the Sandbox and APIs
- Sandbox: the SnapSwap Developer Portal testing environment (which contains dummy data)
- Terms: Terms of Use of the SnapSwap Developer Portal

General

Welcome to the SnapSwap Developer Portal, which is provided to you by SnapSwap. On the SnapSwap Developer Portal you can view documentation and other relevant materials, test connectivity in our Sandbox environment, add an app and request support. Subsequently, SnapSwap may in its discretion grant your app access to certain APIs.

Your access to and use of the SnapSwap Developer Portal are subject to the following Terms of Use. Additional terms and registration requirements may apply to specific APIs, which can be found in the documentation section of that API.

By accessing and using the SnapSwap Developer Portal, you acknowledge that you have read, understand, accept and agree to be bound by these Terms. If you register on the SnapSwap Developer Portal on behalf of a legal entity, you represent and acknowledge that you are authorised to legally bind that entity to these Terms.

Access to the SnapSwap Developer Portal

To access and use certain parts and functionalities of the SnapSwap Developer Portal you must register first by creating an SnapSwap developer account. You must keep your login credentials secret and take any measure that can reasonably be expected to ensure their security. SnapSwap may in its discretion approve or reject your registration without providing any reason(s). You must ensure that any information you provide in relation to your registration is correct and complete. You are responsible to keep such information up to date and accurate throughout the duration of your registration.

Use of the SnapSwap Developer Portal

You are fully responsible for the development, functioning, maintenance and service of your application. You must comply with and act in accordance with all instructions, documentation, systems, software and other requirements as stated on and/or made available by SnapSwap in relation to the SnapSwap Developer Portal. You must comply with all legal requirements and refrain from creating content that is unlawful or otherwise objectionable, or that may harm SnapSwap's reputation or the integrity of the financial system. You shall not:

- Modify, copy, distribute, transmit, display, publish, lease, sell, license, create derivative works from or use any content on the SnapSwap Developer Portal for any other purpose than in accordance with these Terms;
- Engage in activities which hinder or prevent others from using the SnapSwap Developer Portal;
- Damage or otherwise negatively affect the operation and security of, or attempt unauthorised access to, SnapSwap's services or systems;
- Decompile, reconstruct or reverse engineer any software, code or test data on the SnapSwap Developer Portal or introduce any viruses on the SnapSwap Developer Portal;
- Use the SnapSwap Developer Portal for scalability tests; and

- Use/send production or other sensitive data when performing testing activity in the SnapSwap Developer Portal.

Intellectual property rights

The SnapSwap Developer Portal is the property of SnapSwap and/or its licensors and protected by applicable intellectual property laws. All rights in the SnapSwap Developer Portal are owned by SnapSwap or its licensors. Upon successful registration, SnapSwap grants you a limited, non-exclusive, non-transferable, revocable and non-sublicensable license to use the SnapSwap Developer Portal for the term of your registration. This license is for the sole purpose of enabling you to use the functionalities of the SnapSwap Developer Portal in accordance with these Terms.

You warrant that you have the intellectual property rights to any app or content you have added to the SnapSwap Developer Portal, and that such app or content does not violate or infringe the intellectual property rights of any third party. You remain solely responsible for any such content, and SnapSwap disclaims any and all liability for such content. You will indemnify and hold SnapSwap harmless from any costs or damages suffered by SnapSwap as a result of a third party bringing or threatening any claim or action against SnapSwap on the grounds that such content or any other material provided or used by you in relation to the SnapSwap Developer Portal infringes the intellectual property rights or other rights of any third party.

You will own the intellectual property to any app or content you created on the SnapSwap Developer Portal. However, you grant to SnapSwap a limited, non-exclusive and royalty free right to use such app or content to the extent necessary and for the purpose of SnapSwap operating the SnapSwap Developer Portal. SnapSwap may request you to provide additional information about any app or content you created on or added to the SnapSwap Developer Portal for promotional, commercial, technical, compliance or security reasons. If SnapSwap requires additional information about any app or content you created on or added to the SnapSwap Developer Portal, SnapSwap may contact you in its discretion to assess whether such app or content meets the standards, requirements, specifications and policies as applied by SnapSwap. As part thereof, SnapSwap may request you to enter into further agreement(s) with SnapSwap. However, you acknowledge that SnapSwap may independently create content, APIs and other products or services that may be similar to any app or content you added to or created on the SnapSwap Developer Portal. Nothing in these Terms will restrict or prevent SnapSwap from creating and fully exploiting such content, APIs and other products and services, without obligation of SnapSwap of any kind towards you.

Personal data

The SnapSwap Privacy Policy explains how we treat your personal data and protect your privacy when you use and register on the SnapSwap Developer Portal.

Confidential information

If and insofar you gain knowledge of or receive confidential information in relation to the SnapSwap Developer Portal, you must treat such information with strict confidentiality and you may not disclose the same to third parties, both during your registration to the SnapSwap Developer Portal and after your registration ceases.

Linked Internet Sites

SnapSwap is not responsible for the content of any websites linked to or from the SnapSwap Developer Portal. You are advised that information on such hyperlinked or referred-to websites is neither investigated nor analyzed by SnapSwap. A hyperlink or reference to a website is meant for convenience only and does not imply that SnapSwap endorses such website or any products or services that it describes. Your access to and use of hyperlinked or referred-to websites is at your own risk and SnapSwap, its affiliates, directors, employees or advisors, accept no obligation or liability in connection with those websites. SnapSwap reserves the right to terminate any link or linking program at any time. By accessing the SnapSwap

Developer Portal, you also agree to abide by the proprietary guidelines set forth at any website accessed or linked to through the SnapSwap Developer Portal.

Trademarks

The trademarks, service marks and logos (“Marks”) of SnapSwap on the SnapSwap Developer Portal are the property of SnapSwap. You are prohibited from using any of the Marks without the prior written consent of SnapSwap.

Changes

SnapSwap may at any time change these Terms or any additional terms that apply to specific APIs available through the SnapSwap Developer Portal. Changes to these Terms will be published in this section of the SnapSwap Developer Portal, while changes to additional API terms will be published in the relevant API section. Changes will become effective no earlier than 14 days after publication. However, changes regarding new functionalities of the SnapSwap Developer Portal or an API or changes for legal reasons may become effective immediately. If you do not agree to changes to these Terms or to changes to the additional terms of a specific API, you must stop your use of the SnapSwap Developer Portal or such API. You understand and agree that if you use the SnapSwap Developer Portal or a specific API after the date on which these Terms have become effective or the additional terms have become effective, your use will be deemed to constitute acceptance of the relevant changes. You can view the most recent version of these Terms in this section on the SnapSwap Developer Portal.

SnapSwap has the right to change, modify or expand the functionalities, features and services available on the SnapSwap Developer Portal at any time. Where possible, SnapSwap will provide prior notice of any such action, but SnapSwap reserves the right to do so without prior notice. Modifications and changes to the SnapSwap Developer Portal may affect your use of the SnapSwap Developer Portal. SnapSwap will not be liable for any loss or damage resulting therefrom.

Termination

SnapSwap may at any time suspend or terminate your registration and/or access to the SnapSwap Developer Portal, including any apps you may have added, the sandbox and the APIs. Where possible SnapSwap will provide notice of any such action, but SnapSwap reserves the right to do so without prior notice.

Your registration will automatically terminate if you breach any of these Terms. Upon termination, any rights and the license granted to you under these Terms will automatically cease. SnapSwap is not liable for any compensation or any damages incurred or to be incurred in relation to any termination in accordance with these Terms.

If you would like to terminate your SnapSwap developer account, contact us accordingly.

No Liability

Use of the SnapSwap Developer Portal is at your own risk. You are responsible for evaluating the accuracy, completeness or usefulness of any information, APIs or other content available on the SnapSwap Developer Portal.

Information on the SnapSwap Developer Portal (including but not limited to software, source code, object code, documentation, the Sandbox, APIs, and links to other sites) is provided "as is" and is subject to change without prior notice. Such information is provided without representation or warranty of any kind.

SnapSwap does not warrant the error free and uninterrupted service of the SnapSwap Developer Portal. If you notice any problems or security incidents during your use of the SnapSwap Developer Portal, you must notify SnapSwap immediately and contact us via our Support page.

SnapSwap excludes all liability for direct and direct damages (including consequential loss) except for all damages that arise due to SnapSwap's willful misconduct or gross negligence at management level.

You will indemnify SnapSwap against such damages arising from or in relation to your use of the SnapSwap Developer Portal, including any breach of these Terms.

You will indemnify SnapSwap against any direct, indirect and/or consequential losses, damages, costs and expenses (including legal expenses) incurred by SnapSwap and arising from or in relation to your use of the SnapSwap Developer Portal, including any breach of these Terms.

Feedback

By submitting feedback, comments, ideas and suggestions in relation to the SnapSwap Developer Portal, you grant a non-exclusive, perpetual, irrevocable, and royalty-free license to any intellectual property rights you may have in such feedback to SnapSwap to improve the SnapSwap Developer Portal or any other products or services. Any such feedback is voluntary and SnapSwap may consider or is developing products and services that are the same or similar to your feedback.

Miscellaneous

In case any provision of these Terms is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of any other provision will not be affected.

If you do not comply with these Terms and SnapSwap does not take action immediately, this doesn't mean that SnapSwap waives any rights.

Nothing in these Terms is intended to or shall create a partnership, agency, joint venture or co-owner relationship between SnapSwap and you. SnapSwap nor you shall have the authority to act in the name of, act on behalf of or otherwise bind the other party.

SnapSwap may transfer its rights and/or obligations under these Terms to a third party. Your rights and obligations under these Terms cannot be transferred or assigned.

These Terms govern the relationship between SnapSwap and you, and do not create any third party rights.

These Terms, any additional terms applicable to specific APIs and your use of the SnapSwap Developer Portal are governed by the laws of the Grand Duchy of Luxembourg.

These Terms apply as of 09/03/2020.