

TERMS AND CONDITIONS

Please read these Terms and Conditions carefully before you start to use the site. By using our site, you indicate that you accept these Terms and Conditions and that you agree to abide by them. If you do not agree to these Terms and Conditions, please refrain from using our site.

Thank you for using our website <https://www.kingswap.shop> including our mobile platforms or any similar portals of ours (collectively, referred to as “website” or “KingSwap Shop”). By accessing our website, you agree and consent to be bound by the terms and conditions as set out below (“Terms and Conditions”). In these Terms and Conditions, “us”, “we” and “our” refer to KINGSWAP PTE LTD in the event that you disagree or do not consent to the whole or any part of the Terms and Conditions, please refrain from using our website immediately. Should you continue to use our website or access any part of it, you shall be deemed to have unequivocally consented to the Terms and Conditions and have agreed to be bound by them without reservation. We reserve the right to amend the Terms and Conditions at any time, without prior notice to you. In the event that the Terms and Conditions are amended, they will be posted on the website and will come into effect immediately. Accordingly, it is your responsibility to regularly check the website from time to time to keep yourself updated on the Terms and Conditions binding on you.

1. General

KingSwap Shop is an independent one-stop platform. All content on the website is for informational purposes only. The points purchased, and how they work, and the rewards and yield generated, can be accessed from your account login at <https://www.kingswap.club> and will be governed by the terms and conditions of that dashboard.

We reserve the right to amend and/or modify the contents of the website, at any time, without any notice to you. By using our website, you agree that we have absolute discretion on the management of the contents (both in terms of form and substance), the duration for which any content is displayed at our website and the discontinuance (either temporarily or permanently) of our website without advance notice. You also agree that you would be fully responsible for all liability flowing from your failure to maintain proper password security for your account(s) that you use to access our website.

You shall not allow any other party to use and/or operate your account under any circumstance. In the event wherein it comes to our knowledge that you have breached any of the Terms and Conditions, you agree that we are at liberty to block your account, delete your account, block any communication to and/or from your account and also refuse you further access to our website forthwith without any compensation payable to you.

2. Access to website

By accessing our website, you:

- a) Confirm that you are legally entitled to making decisions on your behalf;
- b) Have provided us with your particulars that are accurate to open an account with us;
- c) Will not collect (directly or via using third-party software or via automated means), copy, disseminate

nor use (with or without modifications and for any other use than for the purposes as authorized by our website and Terms and Conditions) the data/photographs/videos and/or multi-media (in any form) that you may obtain, from the use of our website, either from us or from fellow users of the website, for any other matter than for the specific purpose for which the said data/photographs/videos and/or multi-media (in any form) was disclosed to you without our written consent and you would also treat such data/photographs/videos and/or multi-media (in any form) as confidential information unless the provider expressly states otherwise, or, if the said data is already freely available in the public domain;

d) Agree that the contents of your post/listing/advertisement/photographs/videos/multi-media (in any form) may be reproduced by third parties in other forums without our consent/knowledge and you agree that you will not hold us liable for the same;

e) Understand that the contents of your post/listing/advertisement/photographs/videos/multi-media (in any form) and or details that you have disclosed to other users of the website may be reproduced by others without our consent/knowledge and you agree that you will not hold us liable for the same;

f) Undertake to fully indemnify us should there be any claim by a third party that is made against us due to any matter, including but not limited to, inaccurate/outdated information/content posted/advertised by you, stemming from your use of our website;

g) Agree not do any act that would disrupt the proper functioning of the website, including but not limited to, the uploading of materials that may contain computer viruses etc, unreasonably upload a disproportionate amount of material at the website that may adversely affect the proper functioning of the website;

h) Agreeable to us suspending or terminating your account with us if we are unable to verify the particulars that you have provided to us without prior notice to you;

i) Consent that, if required to do so by law or compelled pursuant to any Order of Court, we can disclose the required details of you and/or your activities at our website, including your personal particulars;

j) Agree that the Terms and Conditions are fair and reasonable;

k) Are giving us, including our affiliates and related companies, employees, licensees, suppliers, vendors and agents, a transferable and perpetual worldwide license to collect and use, without limitation and royalty-free, any information about you, your instructions to us, the details of any listing/advertisement, photographs, videos, multi-media (in any form) and photographs uploaded by you, to display, disseminate publicly or privately, with or without modifications, and publish through any medium or format without limitation;

l) Undertake to fully indemnify us against for ownership verification/authenticating identity documents or any other document required to be done by us;

m) Agree that payments made to KingSwap Pte Ltd for the usage of the website is non-refundable;

n) Understand that KingSwap Pte Ltd makes use of Google API(s) in the provision of its services, and by using our website, you are also bound by Google's Terms of Service;

o) Agree to receive communication from us in various forms, such as, but limited to, emails, text messages, newsletters and other service announcements;

p) Agree that we are at full liberty to modify or vary, any and all services being provided by us at our website without your prior consent nor agreement at our sole discretion;

q) Agree that we are at liberty to delete your account if you do not rectify your post, listing or advertised contents, including photographs, videos and multi-media (in any form) or if you conduct yourself in manner that is offensive to other users of our website or if you conduct yourself in a manner that is deemed by us to be detrimental to KingSwap, after being issued with a written warning by us to do so or without being issued with a prior warning, and also block you from our website subsequently, without being liable to you;

r) Will not use, in any manner, our website for your own commercial purposes or for the commercial ventures of others;

- s) Will not send unsolicited messages, either in mass or otherwise, that is/are not expressly approved by us in writing to other members/users of the website; and,
- t) Will review the Terms and Conditions at regular intervals and undertake to update yourself of the changes that are being made to it without any notice to you.
- u) Warrant that the wallet address that you provide in our website belongs to you and that we are not liable for anything related to it that might happen by the transfer of tokens to our designated wallets.

Although we will maintain operation of the website, we do not guarantee that there will not be any disruptions or interruptions to access, and will not be held liable in any manner should the services at the website or the website becomes inaccessible. We will take all the necessary steps to resume the full operation of the website. You agree that you will comply with all the relevant laws of the Republic of Singapore., your country of domicile and your country of citizenship when using our website. You will refrain from posting information/material that is offensive, inaccurate, defamatory or breaching the intellectual property laws or any other laws of the Republic of Singapore and/or your country of domicile and citizenship that are in force.

3. Reliance on Information

All information contained on the website is general information for use at your discretion. None of them constitute legal or professional advice. You accept that you will need to independently verify the truth or accuracy of the contents of the website. Should you have any queries, you should seek legal advice from a qualified professional.

Further, the website may contain hyperlinks to other websites. Again, these sites are general information for use at your discretion. We have no control over the contents of these sites and will not be liable for any damage or loss caused by reliance on information provided by these sites. It is deemed that you accept the risks associated with entering these other sites.

4. Intellectual Property rights

You acknowledge that the website and its contents, including graphics, logos, designs, page headers, button icons, scripts, and service names but not limited thereto are protected by Intellectual Property rights and which rights belong to us. Accordingly, you are not permitted to copy, reproduce (with or without modifications), upload, transmit or distribute any of the contents of the website, unless we have authorised you (in writing) to do the same. Without the said written authorization, you shall be deemed to be infringing our Intellectual Property rights and we may commence legal proceedings against you besides suspending or deleting your account without being liable to you. You are also not to modify the contents of the website other than those contents that you have been authorised to modify by virtue of your subscription to our website. Any unauthorized modifications will be dealt with accordingly by law.

We are authorized to remove any matter or material that is deemed inappropriate by us in our absolute discretion without being liable to you and you consent to the same by the usage of the website.

You agree to not access the website and/or operate our website in any other manner than as provided for at our website.

5. Limitation of Liability

We will use reasonable efforts to ensure that the information posted on the website is true and accurate. However, you acknowledge that, despite our reasonable efforts, there may still be inaccuracies/delays present, including but not limited to inaccuracies which may arise due to the passage of time such that information might have become outdated or inaccuracies from the erroneous input of data etc. We will not be held liable for any inaccuracies or mistakes or misrepresentations on the website and/or for the failure of the website, either partially or completely, by reason of our negligence, errors or omission that may or may cause you any loss or damage etc. You agree that you have been advised to independently verify all information and also only rely on the information at your own risk and you agree that you will not hold us liable for the same.

We are, at our absolute discretion, at liberty to delete or deactivate any account that has been dormant and has no value in it for more than a continuous period of not less than three (03) calendar months without being liable to you for any loss, expense or damages.

We may provide you with links to other third party sites at our website and you should only proceed to such third party sites if you agree that we would not be liable for any loss or damage that you may suffer by reason of the same as we are not in control of the said third party sites and you would not hold us liable for any loss/damage that is occasioned to you.

You agree that you accept that there are risks involved in dealing with others on the internet and that you accept the said risks and will not hold us liable in any manner whatsoever should you suffer any loss or damage by reason of the same.

6. Security

We use cookies for the website. By accessing the website, you consent to the usage of cookies by us. We will not be liable for any loss or damage which resulted from the usage of cookies.

We will use reasonable efforts to keep our website virus-free through available technology. However, you agree not to hold us liable for any damage or loss caused by viruses or unauthorized software due to accessing the website. You will also not hold us liable for any damage or loss caused by viruses or unauthorized software as a result of accessing one of the hyperlinks on the website, which we have no control over.

7. Internet Communications

We will use reasonable efforts to protect communications which are made through our website. However, you agree that we will not be liable for any issues relating to the security, legitimacy, authenticity and confidentiality of any communication or any transaction made through the website.

You agree that internet communication may be exposed to third party intervention and you agree that we will not be held liable for any losses sustained by any such third party intervention.

8. Miscellaneous

We reserve the right to shut down the website at any time, without any notice to you. Further, we reserve the right to change any of the hyperlinks to our websites or disable them, at any time, without any notice to you.

You agree that our officers, employees, agents, suppliers, and licensors shall not be liable to you for any cost, claim, liability, expense, demand or damages whatsoever (including any loss of profits, lost savings, direct, indirect, special, incidental or punitive losses or consequential damages) by reason of negligence of any nature and/or due to any act or omission or by reason of any breach of contract.

You agree that if any term or provisions of the Terms and Conditions shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of the Terms and Conditions.

You agree that we are at liberty to commence legal proceedings to enforce our rights herein should you breach any of the provision of the Terms and Conditions and seek the necessary relief against you with or without prior written notice to you.

9. Governing Law

The Terms and Conditions will be governed by the laws of the Republic of Singapore. Any dispute regarding the Terms and Conditions shall be resolved in the Republic of Singapore's courts, which remain the exclusive forum for the resolution of all such disputes.