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**ApySwap**

(Hereinafter referred to as “the Company”,  
“We,” “Us”, “Our”)

<https://apyswap.com/>

(Hereinafter referred to as “the Website”)

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THE COMPANYS RESPONSIBILITIES ARE LIMITED TO FACILITATING THE AVAILABILITY OF THE WEBSITE, EXCHANGE AND PLATFORM AND THE SERVICE MODEL CONTAINED THEREIN.

## **PROHIBITED USE, PROHIBITED BUSINESSES AND CONDITIONAL USE**

1. Prohibited Use. Users may not use their Vault to engage in the following categories of activity, the specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Services involves a Prohibited Use or have questions about how these requirements apply to you, please contact us.

1.1. Unlawful Activity: Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation or sanctions programs administered in the countries where the Company conducts business, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.

1.2. Abusive Activity: Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorised access to the

website or Vaults, computer systems or networks connected to the website, through password mining or any other means; use Vault information of another party to access or use the website, unless by operation of law or with the express permission of the Company.

1.3. Abuse Other Users: Interfere with another individual's or entity's access to or use of any Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights, such as, but not limited to, rights of privacy, publicity and intellectual property, of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the website about others, including without limitation email addresses, without proper consent.

1.4. Fraud: Activity which operates to defraud the Company, Users, or any other person; provide any false, inaccurate, or misleading information to the Company.

1.5. Intellectual Property Infringement: Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of the Company intellectual property, name, or logo, including use of Company trade or service marks, without express consent from the Company or in a manner that otherwise harms the Company or brand; any action that implies an untrue endorsement by or affiliation with the Company.

2. Prohibited Businesses. In addition to the Prohibited Uses described above, the following categories of businesses, business practices, and sale items are barred. Most Prohibited Businesses categories are imposed by card network rules or the requirements of our providers or processors. The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of the Services involves a Prohibited Business, or have questions about how these requirements apply to you, please contact us immediately. By opening a Vault, you confirm that you will not use the Website or Services in connection with any of following businesses, activities, practices, or items:

2.1. Investment and Credit Services: Securities brokers; mortgage consulting or debt reduction services; credit counselling or repair; real estate opportunities; investment schemes,

2.2. Restricted Financial Services: check cashing, bail bonds; collections agencies,

2.3. Intellectual Property or Proprietary Rights Infringement: sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate

authorization from the rights holder,

- 2.4. Counterfeit or Unauthorized Goods: unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen,
- 2.5. Regulated Products and Services: Sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials,
- 2.6. Drugs and Drug Paraphernalia: Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs,
- 2.7. Pseudo-Pharmaceuticals: Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body;
- 2.8. Substances designed to mimic illegal drugs: Sale of a legal substance that provides the same effect as an illegal drug, for example salvia or kratom.
- 2.9. Adult Content and Services: Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features,
- 2.10. Multi-level Marketing: Pyramid schemes, network marketing, and referral marketing programs,
- 2.11. Unfair, predatory or deceptive practices: Investment opportunities or other services that promise high rewards; sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers; and