

SWIPEX TERMS OF SERVICE

Effective Date: 24 January 2026

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IMPORTANT NOTICE (PLEASE READ):

SwipeX is a user interface (the “Platform”) made available by SAYFITECH, LTD (“SayFi”, “we”, “us”, “our”) that facilitates user-initiated interaction with third-party decentralized protocols and services, including Hyperliquid (collectively, “Third-Party Services”). SwipeX is a non-custodial interface: SayFi does not custody, hold, control, or have access to any user private keys, seed phrases, wallets, or digital assets at any time, and all transaction signing occurs locally on the user’s device. SayFi does not operate, control, or guarantee the functionality, security, availability, pricing, order matching, execution, settlement, or outcomes of any Third-Party Service, and the Platform is not the exclusive means of accessing such Third-Party Services. Any information, analytics, indicators, or outputs displayed through the Platform (including any trade-suggestion features) are provided solely for informational purposes and do not constitute investment advice, brokerage, portfolio management, execution, custody, or any other regulated financial service. **BY ACCESSING OR USING SWIPEX, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS; IF YOU DO NOT AGREE, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE PLATFORM. YOU ACKNOWLEDGE THAT YOUR AFFIRMATIVE ACT OF CLICKING “ACCEPT,” INSTALLING, OR OTHERWISE USING THE PLATFORM CONSTITUTES YOUR ELECTRONIC SIGNATURE AND ACCEPTANCE OF THESE TERMS.**

1. Definitions

“SayFi”, “we”, “us”, or “our” means SAYFITECH, LTD.

“Platform” or **“SwipeX”** means the SwipeX user interface and related software functionality made available by SayFi, through which users may initiate interactions with Third-Party Services, regardless of the technical channel, delivery method, or access medium through which such interface is provided.

“User”, “you”, or “your” means any individual or legal entity that accesses or uses the Platform.

“Third-Party Services” means any third-party decentralized protocol, blockchain network, service, application, smart contract, SDK, API, data provider, payment processor, infrastructure provider, or other external system that is integrated with, referenced by, or accessible through the Platform, including, without limitation, Hyperliquid, NOWPayments, Polygon.io, and similar services, each of which operates independently from SayFi.

“Non-Custodial” means that SayFi does not custody, hold, control, or have access to any user private keys, seed phrases, wallets, or digital assets, and that all transactions are authorized and cryptographically signed locally on the user’s device.

“HyperIntel” means an optional informational feature of the Platform that generates non-binding analytical outputs, indicators, or suggested parameters based on deterministic or algorithmic analysis, which are provided solely for informational and educational purposes and do not constitute advice, recommendations, or guarantees.

“Lightning Mode” means an optional user-enabled feature that allows a discrete user action to submit a transaction or order using parameters pre-configured by the user, without eliminating the requirement for user intent, authorization, or local transaction signing.

“Fees” means any charges disclosed through the Platform in connection with a user action, including, without limitation, (i) builder or referral fees attributed to SwipeX through third-party protocol mechanisms, (ii) relay, routing, or facilitation fees applicable to certain deposit or transaction flows, and (iii) fees imposed by Third-Party Services, such as payment processing fees or blockchain network fees.

“Prohibited Jurisdictions” means any jurisdiction in which access to or use of the Platform, or participation in activities made available via Third-Party Services (including, without limitation, perpetual futures, leveraged derivatives, or synthetic exposure to stocks/commodities), is prohibited or restricted, or would require licensing, registration, authorization, or other regulatory approval, including, without limitation, the United States of America and the European Union/European Economic Area (EU/EEA).

“Restricted Person” means any person or entity that (i) is located in, resident in, or ordinarily resident in a Prohibited Jurisdiction; (ii) is a Sanctioned Person; (iii) is owned or controlled by, or acting on behalf of or for the benefit of, a Sanctioned Person or Sanctioned Territory; or (iv) is otherwise prohibited from accessing or using the Platform under applicable law, sanctions, export controls, or these Terms.

“Sanctioned Person” means any person or entity that is subject to sanctions, asset-freezing measures, or similar restrictions administered or enforced by any relevant governmental authority, including (without limitation) the United Nations, the United States, the United Kingdom, the European Union, or the United Arab Emirates, or any successor authorities.

“Sanctioned Territory” means any country, region, or territory that is subject to comprehensive sanctions or broad jurisdictional restrictions imposed by relevant governmental authorities from time to time.

“High Risk Mode” means an optional user-enabled feature that applies a user-selected risk multiplier (e.g., 5x, 6x) to certain trade parameters (including, without limitation, Take Profit and Stop Loss distances and/or related risk settings), which may increase the magnitude and speed of gains and losses.

“Turbo Mode” (or “Turbo”) means any optional high-velocity trading interface experience made available through the Platform that may allow simplified, rapid trade initiation and/or directional or other simplified order experiences (including demo environments), subject to local signing and Third-Party Service processing.

“Demo” means any simulated or demonstration environment or mode intended for learning or testing that does not represent live market conditions and does not reflect actual execution, liquidity, slippage, liquidation dynamics, or costs.

“Live” means live trading mode in which user actions may result in real protocol-level orders and positions through Third-Party Services, with all associated risks and potential losses.

“Leaderboard” means any rankings, top-performer lists, win-rate (WR%), profit and loss (PnL), ROI, badges, “odds,” “stars,” confidence indicators, or similar performance or scoring displays made available through the Platform.

“Rewards” means any referral, points, incentive, or similar program (including “Referrals & Rewards”) made available through the Platform from time to time, whether administered by SwipeX/SayFi or a Third-Party Service.

2. Eligibility, Jurisdictional Limitations, and Access

2.1. You represent and warrant that you are at least eighteen (18) years old (or the age of majority in your jurisdiction) and have full legal capacity to enter into these Terms and to access or use the Platform.

2.2. SwipeX is a non-custodial software interface and is not intended to be offered to, marketed to, or used by persons located in, resident in, or ordinarily resident in any jurisdiction where access to or use of decentralized derivatives, perpetual contracts, stock-linked synthetic products, or similar instruments is prohibited, restricted, or would require licensing, registration, authorization, or other regulatory approval under applicable law, including, without limitation, the United States of America and the European Union/European Economic Area (EU/EEA). Nothing in these Terms constitutes an offer, solicitation, or inducement to engage in any activity that would be unlawful or regulated in any jurisdiction.

2.3. You are solely responsible for determining whether your access to and use of the Platform is lawful in your jurisdiction and for complying with all applicable laws, regulations, and third-party terms, including any restrictions applicable to derivatives, leverage, or synthetic products.

2.4. You represent and warrant that you are not a sanctioned person, are not located in or acting from a sanctioned territory, are not acting on behalf of or for the benefit of any sanctioned person or entity, and that your use of the Platform complies with applicable sanctions, export controls, and anti-money laundering laws.

2.5. SayFi reserves the right, but does not assume any obligation, to implement reasonable access controls, including geo-blocking, IP filtering, device-level checks, wallet-based restrictions, or similar measures, and to suspend or terminate access to the Platform where it reasonably believes that access would violate these Terms or applicable law.

3. Non-Custodial Architecture & Key Management

3.1. SwipeX is a non-custodial interface. SwipeX does not custody, hold, control, or have direct or indirect access to your private keys, seed phrase, or wallet credentials at any time. Any key generation functionality, if made available through the Platform, occurs locally on your device using cryptographically secure processes, and any storage of private keys occurs solely under your control. SwipeX does not receive, store, transmit, or retain private keys.

3.2. SwipeX does not provide private key recovery, backup, escrow, or administrative restoration. You are solely responsible for securely backing up and maintaining access to your private keys and any related credentials. If you lose access to your private key without a backup, your wallet and digital assets may be permanently unrecoverable, and neither SwipeX nor its operator will have any ability or obligation to assist in recovery.

3.3. All transactions submitted through SwipeX are authorized by you and cryptographically signed locally on your device. SwipeX may transmit or relay only user-authorized, pre-signed transaction data to relevant Third-Party Services for processing. SwipeX does not sign transactions on your behalf, does not initiate transactions without your action, and does not control whether any Third-Party Service accepts, executes, settles, or rejects a transaction.

3.4. Because SwipeX is non-custodial and relies on Third-Party Services for execution and settlement, SwipeX cannot freeze funds, reverse trades, stop withdrawals at the protocol layer, or guarantee execution outcomes, pricing, liquidity, settlement timing, or the availability of any Third-Party Service. Any interaction with Third-Party Services occurs entirely at your own risk.

3.5. Local Key Display; No Key Access by Swipex. If the Platform provides any functionality that displays, reveals, exports, or encodes private key material (including through QR codes or “reveal key” style features), such functionality is performed locally on your device for your convenience and remains under your sole control. SwipeX does not receive, collect, transmit, store, or have access to such key material.

3.6. Revealing or exporting your private key or seed phrase (including taking screenshots, storing in cloud backups, or sharing via messaging) materially increases the risk of theft and irreversible loss. Anyone with access to your private key or seed phrase can control your funds. You are solely responsible for safeguarding key material and for any loss arising from disclosure, compromise, or insecure storage.

3.7. Irreversibility. If you lose control of your private key/seed phrase, the associated wallet and assets may be permanently unrecoverable. Neither SwipeX nor the Platform has any ability or obligation to recover, reverse, or restore access.

4. Nature of the Service, No Advice, No Fiduciary Relationship

4.1. SwipeX is a software interface that facilitates user-initiated interaction with Third-Party Services. SwipeX does not operate as a broker, dealer, exchange, custodian, investment adviser, portfolio manager, execution venue, agent, or intermediary, and does not provide any regulated financial service. SwipeX does not solicit, arrange, execute, clear, settle, or match transactions; any execution, settlement, and protocol-level outcomes occur solely through Third-Party Services and their independent mechanisms.

4.2. Any information made available through SwipeX, including market data, charts, indicators, educational materials, interface displays, or other content, is provided for informational and educational purposes only and is not intended to constitute (and must not be construed as) investment advice, legal advice, tax advice, financial advice, a recommendation, an offer, or a solicitation to buy, sell, or enter into any transaction. SwipeX does not assess the suitability of any transaction, position, strategy, or use of

leverage for any user, and no communication or information provided via SwipeX creates any advisory relationship.

4.3. You are solely responsible for your decisions and actions, including whether to enter into any transaction, the size of any position, the use of leverage, and the selection of any Third-Party Service. You acknowledge that trading leveraged and derivative products (including perpetual futures and stock-linked synthetic exposure made available by Third-Party Services) involves substantial risk and may result in rapid and total loss of funds, including through liquidation, slippage, volatility, or protocol failures, and you accept all such risks in full.

4.4. Where the Platform displays or references “stocks,” “commodities,” or similar categories, any exposure available via Third-Party Services (if any) may be synthetic, derivative, or protocol-based and does not represent ownership of, or rights in, any underlying security, commodity, or regulated instrument. SayFi does not broker, custody, clear, settle, or facilitate ownership transfer of any underlying asset.

5. Optional Features

5.1 SwipeX may, from time to time, make certain optional informational or convenience features available within the Platform. Any such features are provided “as is” for informational and usability purposes only and do not constitute investment advice, a recommendation, a solicitation, or a guarantee of any outcome, and SwipeX does not evaluate the suitability of any transaction, position, strategy, or use of leverage for any user.

5.2 SwipeX does not autonomously place trades, execute transactions, or act on behalf of users. All transactions require explicit user intent and authorization, and are effected only through user-initiated signing actions performed locally on the user’s device and subsequent processing by Third-Party Services.

5.3. If made available, “Lightning Mode” is an optional user-enabled feature whereby a discrete user action (such as a swipe gesture) may submit an order or transaction request using parameters pre-configured by the user. Lightning Mode does not operate continuously or autonomously, does not involve SwipeX exercising discretion on the user’s behalf, and does not remove the user’s responsibility to configure, review, and authorize each action prior to submission.

5.4. By enabling Lightning Mode (if available), you acknowledge that it is a higher-risk mode of use. You remain solely responsible for all configurations and parameters (including position size, leverage, and order settings), all actions taken, and all resulting transactions and outcomes, including losses arising from volatility, liquidation, slippage, or Third-Party Service failures.

5.5. SwipeX may modify, suspend, or discontinue any optional feature, including Lightning Mode (if available), at any time for technical, security, legal, regulatory, or product reasons, and, to the maximum extent permitted by law, without liability.

5.6. If made available, High Risk Mode is an optional user-enabled feature that may increase risk by applying a user-selected multiplier to certain trade parameters (including, without limitation, Take Profit and Stop Loss distances and/or related settings). You acknowledge that High Risk Mode may amplify both potential gains and potential losses, may increase the probability and speed of liquidation, and may result in rapid total loss of funds.

5.7. Simplified Trading Interfaces. If made available, Turbo Mode (or any similar simplified or high-velocity trading interface) is provided for convenience and usability only. You acknowledge that simplified interfaces may reduce the time available to review parameters and increase the likelihood of user error. All protocol-level outcomes remain subject to Third-Party Service rules, pricing, and execution.

5.8. If the Platform provides a Demo environment, you acknowledge that Demo is simulated and may not reflect live market conditions, liquidity, execution quality, slippage, liquidation dynamics, fees, or outcomes. Demo results are not indicative of Live results. In Live mode, actions may create real positions and losses that are not reversible.

5.9. Any Leaderboard, “odds,” stars, confidence scores, or similar metrics displayed through the Platform are informational only, may be based on limited or delayed data, may be inaccurate or incomplete, and may be susceptible to manipulation or selection bias. Such displays do not constitute advice, a guarantee, an endorsement, or a recommendation, and you must not rely on them as a basis for any financial decision.

5.10. Any display of “top performers,” rankings, win rates, PnL, ROI, badges, or similar user-related information (even if anonymized) is not an endorsement by SayFi or SwipeX. SayFi does not verify user claims or performance and does not guarantee the authenticity or sustainability of any displayed results.

5.11. If made available, Rewards are offered on an “as available” basis and may be modified, suspended, revoked, or terminated at any time, including for suspected abuse, fraud, circumvention, or violations of these Terms. Rewards may be subject to additional conditions, eligibility rules, limits, and verification requirements disclosed in the Platform from time to time. You are solely responsible for any taxes or reporting obligations related to Rewards.

6. Third-Party Services, No Control, No Liability

6.1. SwipeX facilitates interaction with Third-Party Services and may, from time to time, integrate, reference, or provide connectivity to external protocols, networks, smart

contracts, services, applications, SDKs, APIs, data feeds, or infrastructure providers, including, without limitation, Hyperliquid and any related protocol components. Third-Party Services are operated independently from SwipeX and are not owned, managed, administered, or controlled by SwipeX.

6.2. SwipeX does not control and is not responsible for any Third-Party Service, including (without limitation) its terms, policies, availability, security, functionality, compliance processes, KYC/AML or sanctions decisions, pricing, market structure, order matching, execution quality, settlement, liquidations, risk parameters, governance decisions, or any outage, delay, suspension, or failure. Any interaction with a Third-Party Service occurs at your own risk, and SwipeX disclaims liability to the maximum extent permitted by law for losses arising from or related to any Third-Party Service.

6.3. Your use of Third-Party Services may be subject to separate terms, policies, disclosures, or rules imposed by such Third-Party Services. You are solely responsible for reviewing, understanding, and complying with any applicable third-party terms and for determining whether access to, and use of, any Third-Party Service is lawful in your jurisdiction.

6.4. Third-Party Services and decentralized systems involve inherent and evolving risks, including smart contract vulnerabilities, protocol exploits, validator or network failures, forks, governance changes, parameter updates, liquidity constraints, oracle or pricing anomalies, downtime, congestion, and other incidents that may result in partial or total loss. You acknowledge and accept all such risks, and you understand that SwipeX has no ability to prevent, reverse, remedy, or guarantee outcomes at the protocol layer.

7. Deposits, Withdrawals, and Payment Flows

7.1. SwipeX may make available technical interface functionality that enables users to initiate deposits or funding actions through Third-Party Services. Any payment processing, acceptance or rejection decisions, compliance or fraud checks, identity or risk screening, and any conversion or settlement activity are performed (if at all) by the relevant Third-Party Service under its own terms and policies. SwipeX acts solely as a technical interface and does not operate as a payment processor, money transmitter, financial intermediary, broker, or custodian.

7.2. Where crypto-based deposits or funding actions are supported by Third-Party Services, such Third-Party Services (and/or decentralized protocols) may perform conversion, routing, swapping, bridging, or other processing steps in order to deliver assets to an address, protocol account, or collateral environment designated by the user. SwipeX does not control these processes and does not guarantee rates, execution, timing, confirmations, or successful delivery, all of which are subject to third-party, network, and protocol risks.

7.3. Withdrawals and transfers are executed through Third-Party Service and/or protocol mechanisms based on user-authorized, locally signed instructions that may be transmitted or relayed through the Platform. SwipeX does not control settlement timing, confirmations, execution outcomes, availability of withdrawal routes, network performance, or any Third-Party Service's processing, and SwipeX is not responsible for delays, failures, or losses arising from such mechanisms.

7.4. Unless expressly stated within the Platform at the time of the relevant action, SwipeX does not provide fiat off-ramp services or cash-out functionality. Users may need to rely on independent Third-Party providers to convert digital assets into fiat currency, and SwipeX has no responsibility for such third-party conversion services.

7.5. Blockchain and protocol-level transactions may be irreversible. You are solely responsible for verifying all transaction details prior to submission, including addresses, networks, destination environments, and parameters. SwipeX is not responsible for losses arising from user error, including incorrect addresses, wrong networks, or incorrect transaction parameters.

8. Fees, Disclosures, and Taxes

8.1. SwipeX will disclose, through the Platform, any fees that SwipeX charges or attributes to a user action prior to confirmation to the extent reasonably practicable. You acknowledge that certain fees (including Third-Party Service fees and network fees) may be variable, may change over time, and may be displayed as estimates or may only be determinable at the time of execution or confirmation by the relevant Third-Party Service or network.

8.2. Where supported by a Third-Party Service, certain transactions initiated through the Platform may include a builder, referral, or similar protocol-level fee mechanism that is attributable to SwipeX (for example, through a third-party protocol feature). If applicable, the rate and nature of such fee will be disclosed in the Platform, and you acknowledge that it may be reflected in transaction data you authorize and sign locally on your device.

8.3. Where the Platform enables deposit, funding, or routing flows through Third-Party Services, a relay, routing, or facilitation fee may apply (for example, a percentage fee) to cover third-party processing, conversion, or delivery costs and/or Platform-related facilitation. Any such fee, if applicable, will be disclosed through the Platform prior to confirmation to the extent reasonably practicable.

8.4. In addition to any SwipeX-related fees, you may incur fees imposed by Third-Party Services and networks, including payment processing fees, spreads, conversion fees, protocol fees, withdrawal fees, validator or bridge-related fees, and blockchain network fees (such as gas). SwipeX does not control Third-Party Service fees and is not responsible for their calculation, changes, or collection.

8.5. You are solely responsible for determining and paying any taxes, duties, levies, or reporting obligations arising from your access to or use of the Platform and any transactions you initiate through Third-Party Services, including any obligations related to digital assets, derivatives, or cross-border activity.

9. Account, Authentication, and Security

9.1. SwipeX may require users to authenticate through one or more methods made available within the Platform, including passwordless authentication or other third-party identity mechanisms. SwipeX may also associate a wallet address with a user profile or session for operational purposes, which may require a cryptographic signature to prove control of the relevant address. SwipeX does not obtain, store, or access private keys as part of authentication.

9.2. You are solely responsible for maintaining the security of your device(s), any accounts or credentials you use to access SwipeX, and your private keys and wallet credentials. You must take appropriate measures to prevent unauthorized access, including safeguarding devices, enabling available security features, and maintaining secure backups of key material. If your device, credentials, or private keys are compromised, you may suffer partial or total loss of assets, and SwipeX will not be responsible for such loss.

9.3. SwipeX may suspend, restrict, or terminate access to the Platform, in whole or in part, at any time where SwipeX reasonably suspects or determines abuse, fraud, prohibited or circumvention activity, security incidents, sanctions or restricted-person issues, legal or regulatory risk, or any other risk to the Platform, users, or Third-Party Services. Such actions may be taken without prior notice where reasonably necessary for security, legal, or operational reasons.

10. Prohibited Uses

10.1. You must not access or use SwipeX if you are a Restricted Person, are located in, resident in, or ordinarily resident in a prohibited jurisdiction, or if your use is for the benefit of any prohibited jurisdiction, sanctioned person, or sanctioned territory. You must not attempt to bypass or evade any access restrictions, including by using VPNs, proxies, location-masking tools, device spoofing, false statements regarding residency/citizenship, or any other circumvention technique.

10.2. You must not use any bots, scripts, automation, scraping, or other automated means to access or interact with SwipeX in a manner that manipulates, abuses, or interferes with Platform functionality, including any fee attribution, referral or builder mechanisms (if applicable), rate limits, or technical safeguards.

10.3. You must not attempt to obtain, solicit, harvest, or compromise private keys, seed phrases, credentials, authentication codes, or other sensitive information of any other user, nor attempt to access any account, wallet, or device that you do not own or control.

10.4. You must not engage in fraud, misrepresentation, phishing, laundering of proceeds of crime, sanctions violations, or any other unlawful conduct, and you must not use SwipeX to facilitate market manipulation or abusive trading practices (including wash trading, spoofing, coordinated manipulation, or attempts to exploit liquidation, pricing, or protocol mechanics).

10.5. You must not use SwipeX in any manner that violates applicable law, regulation, or any applicable Third-Party Service terms, policies, or rules, including laws relating to financial crime, consumer protection, data protection, intellectual property, or export controls.

10.6 You must not interfere with, disrupt, or compromise the security, availability, or integrity of SwipeX or any supporting system, including through reverse engineering (except to the extent permitted by mandatory law), vulnerability probing, penetration attempts, malware, denial-of-service attacks, exploitation of bugs or unintended features, or any attempt to bypass security or access controls.

11. Intellectual Property

11.1. SwipeX, the Platform, and all related materials and functionality—including software, source code and object code, user interface and design elements, trademarks, logos, brand assets, text, documentation, workflows, and know-how—are owned by, or licensed to, the operator of SwipeX and its licensors, and are protected by intellectual property and other applicable laws. Except for the limited rights expressly granted under these Terms, no rights are granted to you, whether by implication, estoppel, or otherwise.

11.2. Subject to your ongoing compliance with these Terms, you are granted a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use SwipeX solely for your personal or internal lawful purpose of interacting with Third-Party Services through the Platform. SwipeX may suspend, revoke, or terminate this license at any time as permitted under these Terms.

11.3. You must not, and must not permit any third party to, copy, reproduce, modify, translate, adapt, distribute, publish, sell, lease, sublicense, assign, or otherwise exploit SwipeX or any portion of it; create derivative works; reverse engineer, decompile, disassemble, or attempt to extract source code; remove or obscure proprietary notices; or use SwipeX to build or assist a competing product or service, except to the extent such restriction is prohibited by mandatory applicable law.

12. Privacy & Data Minimization

12.1. SwipeX is designed to minimize the collection and processing of personal data. To operate, secure, and improve the Platform, SwipeX may process limited categories of data such as technical and diagnostic logs, device and session identifiers, IP-derived or approximate location signals for access control, wallet address and transaction-related metadata, and authentication identifiers (such as an email address or other identifier used to access the Platform). Certain data elements (including wallet addresses) may, depending on context and jurisdiction, be treated as personal data.

12.2. Third-Party Services and infrastructure providers that you use in connection with SwipeX may collect, process, or share data under their own terms and privacy policies. SwipeX does not control such third-party data practices and is not responsible for how Third-Party Services handle your data; you are responsible for reviewing and understanding any applicable third-party privacy terms before using those services.

13. Risk Disclosures

13.1. You acknowledge that interacting with leveraged and derivative products (including perpetual futures and any synthetic exposure products that may be available via Third-Party Services) involves substantial risk and is not suitable for most users. You may lose all funds rapidly, including through liquidation.

13.2. Markets can be highly volatile. Slippage, partial fills, price discrepancies, and execution failures may occur. SwipeX does not control execution, matching, settlement, or outcomes, which are determined solely by Third-Party Services and network conditions.

13.3. Third-Party Services may change margin requirements, liquidation parameters, funding rates, risk limits, supported markets, or other settings at any time, including through governance actions, outages, or emergency measures. Such changes may cause liquidations or losses without notice.

13.4. Decentralized protocols and networks involve risks including smart contract vulnerabilities, bridge failures, oracle anomalies, congestion, validator failures, forks, and exploits, which may result in partial or total loss. Transactions may be irreversible.

13.5. If you enable High Risk Mode or any multiplier-based settings, you acknowledge that potential profits and losses may be amplified and realized faster, increasing the likelihood of liquidation and rapid total loss.

13.6. If you enable Lightning Mode or similar rapid-submission features, you acknowledge that reduced friction may increase the likelihood of accidental orders, incorrect parameters, or failure to review key details, and you accept all resulting outcomes.

13.7. Any Demo results, screenshots, or simulated performance are not indicative of Live results and may not include real-world costs, slippage, liquidity constraints, or liquidation

dynamics. Any promotional, illustrative, or example results (including screenshots) are provided for demonstration only and do not represent typical or expected outcomes.

13.8. Leaderboards, Odds, Stars, and Metrics May Mislead. Leaderboards, win rates, PnL/ROI, “odds,” stars, and confidence indicators may be inaccurate, incomplete, delayed, or manipulated and do not constitute advice, a recommendation, or a guarantee. Past performance is not indicative of future results.

13.9. Key Management and Device Security. If your device, email, Telegram account, or private keys are compromised, you may lose funds. If you reveal or export your private key/seed phrase, anyone with that information can control your assets. SayFi cannot recover keys or reverse protocol-level actions.

13.10. Regulatory and Geographic Risk. Laws, regulations, and enforcement approaches to digital assets and derivatives vary by jurisdiction and may change. Access may be blocked or restricted without notice. You are solely responsible for compliance and for determining legality in your jurisdiction.

13.11. No Advice. Any information, analytics, charts, indicators, or HyperIntel outputs are informational only, may be wrong, and do not constitute investment advice or a recommendation.

14. Disclaimers

14.1. The Platform is provided on an “AS IS” and “AS AVAILABLE” basis, with all faults, and without warranties of any kind, whether express, implied, statutory, or otherwise, to the maximum extent permitted by applicable law.

14.2. To the maximum extent permitted by applicable law, all warranties are disclaimed, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, title, and any warranties arising from course of dealing or usage of trade. Without limiting the foregoing, SwipeX does not warrant that the Platform (or any content or data made available through it) will be accurate, complete, reliable, secure, timely, or available at any particular time or location, or that access will be uninterrupted or error-free, that defects will be corrected, or that the Platform or any communications will be free of viruses or other harmful components.

14.3. SwipeX does not guarantee any profits, returns, performance, prices, execution quality, liquidity, routing outcomes, settlement timing, or the availability, functionality, security, or continued operation of any Third-Party Service, protocol, network, market, or asset.

15. Limitation of Liability

15.1. To the maximum extent permitted by applicable law, neither SwipeX nor its affiliates, and each of their respective managers, officers, directors, employees, contractors, agents, licensors, and service providers, shall be liable to you for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for any loss of profits, loss of revenue, loss of goodwill, loss of data, diminution in value, business interruption, or other intangible losses, arising out of or relating to your access to or use of (or inability to access or use) the Platform or any Third-Party Service, regardless of the legal theory on which the claim is based (contract, tort, negligence, strict liability, or otherwise), and even if advised of the possibility of such damages.

15.2. Without limiting Section 15.1, and to the maximum extent permitted by applicable law, SwipeX shall not be liable for any losses, damages, or claims arising from or relating to: (a) any Third-Party Service, including Hyperliquid or any protocol, validator set, smart contract, market, liquidation mechanism, governance action, parameter change, outage, delay, or failure; (b) any network, blockchain, bridge, oracle, routing, conversion, or settlement failure (including where applicable); (c) any hacking, phishing, fraud, scam, social engineering, or other unauthorized access affecting you, your device, your credentials, or your wallet; (d) any user error, including incorrect addresses, wrong networks, or incorrect transaction parameters; (e) market volatility, slippage, partial fills, price discrepancies, liquidation events, or trading losses; (f) any inaccuracies, delays, or interruptions in data displayed through the Platform; or (g) any regulatory, legal, or tax consequences arising from your use of the Platform or any Third-Party Service.

15.3 To the maximum extent permitted by applicable law, SwipeX's total aggregate liability arising out of or relating to the Platform or these Terms shall not exceed the greater of: (a) USD 100; or (b) the total fees (if any) actually paid by you directly to SwipeX (excluding third-party fees) in the three (3) months immediately preceding the first event giving rise to the claim.

15.4. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations in these Terms may not apply to you, and in such jurisdictions SwipeX's liability will be limited to the maximum extent permitted by law.

15.5. Nothing in these Terms limits or excludes liability that cannot be limited or excluded under applicable law, including liability for fraud or willful misconduct (where such limitation is prohibited).

16. Indemnity

16.1. You agree to defend, indemnify, and hold harmless SwipeX, its operator (SAYFITECH, LTD), and each of their respective affiliates, and each of their respective managers, officers, directors, employees, contractors, agents, licensors, and service

providers (collectively, the “Indemnified Parties”) from and against any and all claims, demands, actions, suits, proceedings, losses, damages, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys’ fees and court costs) arising out of or relating to: (a) your access to or use of the Platform; (b) your breach of these Terms or any applicable law, regulation, or rule; (c) your communications, content, instructions, or conduct in connection with the Platform; (d) your interaction with any Third-Party Service, including any trading activity, positions, liquidations, transfers, deposits, withdrawals, or other transactions; (e) any allegation that you are a Restricted Person, accessed or used the Platform from a prohibited jurisdiction, or attempted to circumvent access controls; or (f) any infringement or alleged infringement by you of any intellectual property or other rights of any person or entity.

16.2. SwipeX reserves the right, at your expense, to assume exclusive control of the defense and settlement of any matter subject to indemnification, and you agree to cooperate fully in asserting any available defenses and in the defense and settlement of such matter. You may not settle any such matter without SwipeX’s prior written consent (not to be unreasonably withheld), unless the settlement fully and unconditionally releases the Indemnified Parties from all liability.

16.3. Your indemnification obligations under this Section are in addition to, and not in lieu of, any other indemnities set forth in these Terms, and shall survive termination of your access to or use of the Platform.

17. Termination; Suspension

17.1. SwipeX may suspend, restrict, or terminate your access to the Platform (in whole or in part) immediately and at any time if SwipeX reasonably believes or determines that: (a) you have violated these Terms; (b) you have created, contributed to, or increased risk to SwipeX, other users, or any Third-Party Service; (c) you are a Restricted Person, are located in a prohibited jurisdiction, have used the Platform for the benefit of a prohibited jurisdiction or sanctioned party, or have attempted to circumvent access controls (including via VPNs, proxies, or location masking); (d) you have engaged in abusive, deceptive, fraudulent, manipulative, or otherwise unlawful conduct; or (e) suspension or termination is required or advisable to comply with applicable law, regulation, sanctions, or a governmental, regulatory, or court request.

17.2. You may discontinue use of the Platform at any time. SwipeX may, but is not obligated to, provide notice of suspension or termination where reasonably practicable; however, you acknowledge that immediate action may be necessary for security, legal, or risk-management reasons.

17.3. Suspension or termination affects only your access to the Platform and does not reverse, unwind, or otherwise affect any transactions, positions, collateral, or balances held

or maintained through any Third-Party Service or protocol. You acknowledge that you may need to access the relevant Third-Party Service directly to manage, modify, close, or withdraw any positions or assets, and SwipeX has no responsibility for losses arising from your inability to access Third-Party Services or from any resulting liquidation, execution, or settlement outcomes.

17.4. Sections that by their nature should survive termination (including, without limitation, Sections 11 (Intellectual Property), 13 (Risk Disclosures), 14 (Disclaimers), 15 (Limitation of Liability), 16 (Indemnity), and 19 (Governing Law; Dispute Resolution)) shall survive any suspension or termination.

18. Changes to the Platform or Terms

18.1. SwipeX may update, modify, or discontinue (in whole or in part) these Terms, the Platform, any feature, integration, supported Third-Party Service, or any fee or fee structure, at any time in its sole discretion.

18.2. Updated Terms will be made available through the Platform and/or on SwipeX's website and will be identified by an updated "Last Updated" date. Unless otherwise required by applicable law, the updated Terms will be effective upon posting.

18.3. By continuing to access or use the Platform after updated Terms become effective, you agree to be bound by the updated Terms. If you do not agree to the updated Terms, you must stop using the Platform.

18.4. To the maximum extent permitted by applicable law, SwipeX shall not be liable to you for any modification, suspension, or discontinuance of the Platform or any feature, integration, Third-Party Service access, or fee structure.

19. Governing Law; Dispute Resolution

19.1. These Terms, and any non-contractual obligations or claims arising out of or in connection with them, are governed by the laws of the Dubai International Financial Centre ("DIFC"), without regard to conflict of laws principles. Nothing in these Terms is intended to exclude or limit any mandatory consumer rights that cannot be waived under applicable law.

19.2. Except for claims seeking interim or injunctive relief as set out in Section 19.5, any dispute, controversy, or claim arising out of or relating to these Terms, the Platform, or your access to or use of the Platform (each, a "Dispute") shall be finally and exclusively resolved by arbitration administered by the Dubai International Arbitration Centre ("DIAC") under the DIAC Arbitration Rules in force at the time the arbitration is commenced.

19.3. The seat of arbitration shall be the DIFC, Dubai, United Arab Emirates. The arbitration shall be conducted in English. The tribunal shall consist of one (1) arbitrator appointed in accordance with the DIAC Arbitration Rules. The arbitrator shall have authority to award any remedy that would be available in a court of competent jurisdiction, except to the extent such remedy is restricted by these Terms or applicable law.

19.4. Arbitration shall be conducted on an individual basis only. To the maximum extent permitted by applicable law, you and SwipeX agree that no Dispute may be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, and the arbitrator may not consolidate the claims of more than one person or entity or preside over any form of representative proceeding.

19.5. Nothing in this Section prevents either party from seeking interim, conservatory, or injunctive relief from the DIFC Courts (or any other court of competent jurisdiction, where required to obtain effective relief) to protect confidentiality, intellectual property, data security, or to prevent unauthorized access, circumvention, or unlawful use of the Platform. Seeking such relief shall not be deemed a waiver of the obligation to arbitrate.

19.6. If any portion of this Section 19 is found unenforceable, the unenforceable portion shall be severed and the remainder shall be enforced to the maximum extent permitted by law, provided that if Section 19.4 (Class/Representative Action Waiver) is found unenforceable with respect to a particular claim, then that claim shall proceed in the DIFC Courts (and not in arbitration), unless applicable law requires otherwise.

20. Miscellaneous

20.1. These Terms constitute the entire agreement between you and SwipeX (operated by SAYFITECH, LTD) regarding your access to and use of the Platform and supersede all prior and contemporaneous understandings, communications, representations, and agreements, whether written or oral, relating to the Platform.

20.2. If any provision of these Terms is held to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect. Where permissible, an invalid or unenforceable provision shall be deemed modified so as to give effect as nearly as possible to the parties' original intent.

20.3. No failure or delay by SwipeX in exercising any right, power, or remedy under these Terms shall operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise of that or any other right, power, or remedy.

20.4. SwipeX may assign, transfer, or novate these Terms, and any rights or obligations under them, in whole or in part, to any affiliate or in connection with any merger,

acquisition, reorganization, sale of assets, or similar corporate transaction, without notice to you where permitted by applicable law. You may not assign or transfer these Terms, or any rights or obligations under them, without SwipeX's prior written consent, and any attempted assignment in violation of this Section shall be null and void.

20.5. SwipeX shall not be liable for any delay, failure, or interruption in performance arising out of or relating to events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, power or internet outages, cyberattacks, governmental actions, sanctions, failures or disruptions of blockchains or decentralized networks, protocol or validator failures, network congestion, or failures of Third-Party Services.

21. Contact

For support or legal notices, contact: contact@swipex.com