



TERMS OF USE

December 22^{sd}, 2020

Version 2

LEGAL NOTICE

ParaSwap is an online service made available by ParaSwap NETWORK, a French company (*société par actions simplifiée*) registered with the Nanterre Trade and Companies Register under number 882 344 039, located at 128, rue La Boétie, 75008, PARIS (FR).

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The Website is mainly hosted by Heroku.com

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1. Definitions

API	Refers to the Application Programming Interface (“API”) that allow its user to integrate the Service in its own Third-Party Service.
Company	Refers to ParaSwap NETWORK, a French company (<i>société par actions simplifiée</i>) registered with the Nanterre Trade and Companies Register under number 882 344 039, located at 128, rue La Boétie, 75008, PARIS (FR), who operates the Services and the Website.
Cryptocurrency	Refers to any utility token or digital asset designed to work as a medium of exchange on blockchain and available through the Services.
Currency	Refers to any currency being legal tender (euro, dollar, etc.).
Intellectual Property (IP)	Refers to patents, rights to inventions, copyrights, trademarks, trade names, domain names, database names, software programs and any other intellectual property rights of Company or licensed to Company.
Partnership API	Refers to the API selected by the User with the sharing revenue feature, whose utilization is subject to adherence to the specific provisions included in these T&Cs.
Third-party Services	Refers to services not directly operated by Company but used to provide the Services such as decentralized exchanges where the User’s orders are executed through the Services.
Section	Refers to a numbered paragraph section of these Terms.
Services	Refers to all the services provided by Company on its Website or through the API.
Terms of Use (Terms)	These Terms of Use constitute a legally binding agreement (hereinafter, the “ Terms ”) between you and Company (as defined above) governing your access to and use of the Website and all associated Services.
Third-Party Services	Refers to the services not operated by Company, but used to provide content or additional features to the Users such as payment services, content on Players, marketing materials, marketplaces of Collectibles, access to the blockchain, etc.
Wallet	Refers to the Cryptocurrency Wallet of the User and under his/her sole control.
Website	Refers to the website paraswap.io including any subdomains thereof, and any other websites through which Company makes its Services available.
User	Refers to any natural person who is at least eighteen (18) years old or legal person using the Services or visiting its website with a full legal capacity and who is not acting for purposes relating to his/her trade, business, craft or profession.
You, Your, Yourself	Refers to you as a User.

2. Foreword

Don't jump over this Section, it contains important information !

- 2.1.1. Please read these Terms carefully before using the Website.
- 2.1.2. The Website is intended to You who is at least eighteen (18) years old.
- 2.1.3. These Terms shall apply from Your first access to the Website and shall remain applicable as long as You use the Website. These Terms apply to all visitors and Users who access the Website.
- 2.1.4. By using the Service, You confirm that You have in Your country, the capacity to contract and to subscribe to the Service and You are deemed to have read and accepted these Terms exhaustively and unconditionally. In the event You do not accept the whole or part of these Terms, You must immediately stop using the Service.
- 2.1.5. These Terms apply, without restriction or reservation, to any use of the Service by Users on its Website.
- 2.1.6. By using the Service, You acknowledge to be aware of the economical and technical risks linked to the use of the blockchain technology and Cryptocurrencies, particularly that :
 - Cryptocurrencies are based on blockchain, an emerging technology that may be at risk of failure, bug, malfunction, breakdown, evolution or disruption;
 - Cryptocurrencies operate on a network without intermediaries and do not benefit from legal tender, unlike currencies issued by central banks;
 - the legal framework of Cryptocurrencies varies according to the jurisdiction in which You are located. Cryptocurrencies may be banned or subject to a regulatory framework that could significantly or totally lower its value;
 - Cryptocurrencies are digital assets whose value is not inherently guaranteed and depends on unregulated markets (in which fraudulent acts may occur under traditional financial regulation). You are exposed to high risks of loss in the event of a drop of Cryptocurrencies' value;
 - the Service may be subject to cyber-attacks (malware, denial of service attacks, Sybil, consensus-based attacks, etc.) and hacking in the course of the whole process from transmitting Your order to the Third-Party Services to its execution and the validation of transactions on the blockchain.
- 2.1.7. If You do not agree to these Terms, You should not use the Website.
- 2.1.8. These Terms are accessible at any time on the Website and will prevail over any other version or any other contradictory document.

3. Services

Refers to what ParaSwap is committed to be doing today and tomorrow and to the best of its ability: allowing you to **get the best prices on the Crypto DEXes**.

If ParaSwap makes you become the King of Cryptocurrencies, you are expected to **read these Terms** and accept them entirely.

3.1. Scope

- 3.1.1. Company, develops, operates and provides the Service, an online application that enables You to benefit from a Decentralized Exchange's aggregator platform, offering You the best prices on the market regarding token swaps on Ethereum's blockchain.
- 3.1.2. The Service is free of charge, Third-Parties and transactions fees excluded.
- 3.1.3. For more information, You are invited to consult our documentation at <https://paraswap.io/docs> where all information relating to the Service are available.

3.2. Swap

- 3.2.1. The Swap section allows You to get the best rate when placing an order executed by Third-Party Services to exchange Cryptocurrencies into other Cryptocurrencies.
- 3.2.2. Company does not hold on any of Your Cryptocurrencies but solely provides an aggregator Service interacting with Third-Party Services.

3.3. Swap and Transfer

- 3.3.1. The Swap and Transfer section allows You to use the above mentioned Swap service and send the resulting amount to another address.

3.4. ParaSwap Pool

- 3.4.1. ParaSwap Pools (hereinafter the "**Pool**") is a liquidity pool operated by Third Party Services that offer an exchange rate on specific pairs. The Pool is not favoured by the algorithm for rate calculation between Third Parties which is carried out fairly and equally.
- 3.4.2. The Pool Service is provided free of charge and at Your own risk. Company may under no circumstances be held liable for any damage resulting from a transaction carried out through a Pool.

3.5. Price alert

- 3.5.1. Price alert Service allows You to provide his contact information (email, URL, etc.) to be notified when the price of a Cryptocurrency reaches a given threshold.
- 3.5.2. This Service is not guaranteed by Company, which shall not be held liable in the event of failure of the alert.

3.6. Support

- 3.6.1. Support is available through the Website chat or at this email address: contact@paraswap.io.
- 3.6.2. Company undertakes to respond without undue delay, depending on the number of requests in process.

4. User's Wallet

Connect your Wallet to get the most out of ParaSwap!

- 4.1.1. You can connect Your Wallet to the Services which allows the Services to collect and display the Your Wallet information.
- 4.1.2. You may, at any time, log off Your Wallet from the Services.
- 4.1.3. Company endeavours to ensure the security of the Website. Nevertheless, it is Your responsibility to take additional measures to secure the Wallet (e.g. *keeping the Wallet locked when not in use*).

5. API Availability

ParaSwap can be everywhere, be ready!

- 5.1.1. Company makes available to You, on request or through the Website, an Application Programming Interface (hereinafter an "**API**") giving access to the Services to Third-Party end users. The API allows You to set a fee shared between You and the Service according to a specified rate on the API documentation. API offers You a series of features to customize the service to the end-users.

- 5.1.2. The use of the API is subject to the fulfilment of any and all the provisions under these Terms, without exception.
- 5.1.3. The use of the API is subject to the following conditions:
- to select the relevant configuration;
 - to use it for Yourself;
 - to use it on a fee-based purpose, You agree to select the Partnership API.
- 5.1.4. In the event of failure to comply with the above, Company reserves the right to immediately suspend Your use of the Services without prior notice, in the conditions set forth in Section 6.1.4.

6. Pricing

- 6.1.1. The Service is delivered out of charges, whether on the Website or through the API.
- 6.1.2. However, the use of the Partnership API is subject to a fee based on the conditions available via this link : <https://learn2swap.com/l2s/understanding-paraswap/fees>

7. Liability of the User

ParaSwap has obligations, but so do you...

- 7.1.1. You guarantee the Services against any breach, exceeding the foreseeable risk, that may result from the Services' use.
- 7.1.2. You undertake to use the Services only following these Terms. It is not authorized to reconstruct the Services, decompile, disassemble or circumvent the technical restrictions it contains, except to the extent that such operations would be permitted by applicable laws. It is also prohibited to lend, rent, lease, resell, transfer or host the Services to or for Third-Parties, unless expressly authorized by Company.
- 7.1.3. While using the Website, You shall refrain from any act and/or omission which could: (i) impair the proper functioning of the Website, especially if it interferes with the use of the Services by other Users; (ii) damage Company's interests, rights and/or reputation; (iii) damage Third-Parties' interests, rights and/or reputation (e.g. the Platform); (iv) be contrary to public order; and (v) be deemed and/or held illicit, illegal or amounting to a contractual breach.
- 7.1.4. Company reserves the right to suspend Your access to the Services, at any time and by any means, without compensation or prior notice, and to seek damages and other legal remedies if You engage in any conduct or activity that is in violation of these Terms, unlawful, fraudulent or detrimental to other Users or the Service.

- 7.1.5. You guarantee Company against any error in the amount of money sent to the Services from Your bank account.

8. No warranties

8.1. Nature of the Service

- 8.1.1. The Service is provided on an “AS IS” and “AS AVAILABLE” basis, free of charge, without warranties of any kind and must be operated under Your exclusive responsibility.
- 8.1.2. To the fullest extent permitted by law, Company disclaims any representations and warranties of any kind, whether express, implied, or statutory.
- 8.1.3. You acknowledge and agree that Your use of the Service is at your own risk.

8.2. Nature of the information provided on the Website

- 8.2.1. To the exception of these Terms, please note that the information on the Website shall not be regarded as information of a contractual nature and nothing on the Website should be construed as an offer, invitation or solicitation to buy or to sell, or as an offering of Cryptocurrencies.
- 8.2.2. The information available on the Website is provided solely for informational purposes. Even though Company strives to publish complete, accurate, reliable and up-to-date information on the Website, Company does neither represent nor warrant that such information is ultimately complete, accurate, up-to-date and/or fitted to Your particular situation as of the date You access it.
- 8.2.3. As a result, You shall take any and all steps to check and verify the completeness, accuracy, validity and suitability of any and all information accessible on the Website.

8.3. Accessibility of the Website

Company does not warrant that Your access and use of the Website, will be uninterrupted, timely and free from errors, defects, malfunctions, viruses, malicious codes or other harmful elements of any kind whatsoever.

9. Liability of Company

ParaSwap works hard to provide you with a service working day and night, summer and winter. But our team is human and is not immune to accidents or mistakes.

If we make a mistake in the execution of our mission, we will be accountable!

However, we will not be able to pay you more than what you have given us in the previous months, unless the law provides otherwise...

9.1. Limitation of liability

9.1.1. Company undertakes to implement all the necessary means to ensure the best delivery of the Service provided.

9.1.2. However, under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the amount you paid to us in exchange for access to and use of the Service, or \$1,000.00, whichever is greater.

9.2. Exclusion of liability

9.2.1. Unless otherwise specified by applicable legal provisions, Company shall not be held liable for any claim occurred or aggravated due to the action, intervention or omission of Users, or for: (i) Users errors or omissions in, or loss or damage incurred as a result of the use of any content made available through the Service, including but not limited to the loss by a User of the control over his/her Wallet; (ii) personal injury or property damage, of any nature whatsoever, resulting from any access or use of the Service; (iii) unauthorized access or use of any secure server or database in our control, or the use of any information or data stored therein; (iv) interruption or cessation of function related to the Service; (v) unusual or illegal use of the Service offered, by a Third-Party or a User, including in the context of transactions carried out through Pools; (vi) the prices displayed on the Website, provided by Third Party Services; (vii) any immaterial, indirect, successive, special, exemplary, punitive or consequential damage, arising out of or in connection with these Terms such as a commercial loss, loss of profit or commercial disorder; (viii) external events outside of Company's control, including but not limited to breakdowns or malfunctions of the Service not caused by Company (cyberattack), bugs, viruses, requirements and risks inherent to the protocol (in particular technical failures and volatility of ETH prices), (ix) regulations in force and mandatory in the country of the User; and (x) force majeure events, within the meaning of [Article 1218](#) of the French civil code.

9.2.2. You acknowledge and agree that it is your sole responsibility to evaluate and select the Third Party Service you choose to operate the Service. The Service is solely an intermediary, acting as an aggregation platform for Third Party Services, that transmits the User's orders to such Third Party Services. Thus, Company cannot be held liable for any losses resulting from the operation of a Third Party Service.

9.3. Insurance

We have an insurance umbrella above our head to protect us... just in case !

- 9.3.1. You are informed that Company has subscribed to an insurance policy with unslashed.finances service (the "**Insurance company**") to cover a variable amount of Cryptocurrency loss.
- 9.3.2. You are not the beneficiary of this insurance policy which only covers a certain area of damage, a given amount and under the conditions defined between Company and the Insurance company. As a consequence, You may not, under any circumstances, invoke this policy to claim compensation for Your prejudice beyond the conditions stipulated by these Terms.
- 9.3.3. You are informed that the terms and conditions established by the Insurance company, especially its cooperative nature, are fully enforceable vis-à-vis or against Company in the event of the occurrence of a claim under the policy.
- 9.3.4. For more information on the cover, You are invited to read the Insurance documentation.

10. Intellectual property

In case you are wondering, ParaSwap is, and will remain, the owner of its brand, its design, its algos and its know-how. In other words, do not try to steal its elements at the risk of being pursued by his army of lawyers.

- 10.1.1. All Intellectual Property rights on the Website and on any related software, computer code and programs, systems architecture, structure, organization and source code, whether based on blockchain technology, excluding the Users content, constitute the sole and exclusive property of Company and/or its licensors or suppliers, as applicable.
- 10.1.2. Subject to Your strict compliance with these Terms, Company grants You a worldwide, royalty-free, limited, revocable, non-transferable and revocable licence to use the Service. As a result, You shall use the Service for Your personal purposes only, excluding notably any commercial use, total or partial, without the prior written consent of Company.
- 10.1.3. Company is the Service's database producer. Any total or partial representation and/or reproduction and/or extraction and/or use for other purposes of the Website and Services' content protected by intellectual property rights (including database rights), regardless of the framework and medium used, without the express, prior and written authorization of Company is prohibited.

- 10.1.4. You agree to indemnify, defend, and hold harmless Company, its Affiliates, employees and agents, from and against any and all costs, liabilities, losses, and expenses (including without limitation reasonable attorneys' fees) resulting from any claim, suit, action, or proceeding brought by any Third-Party against Company, its Affiliates, employees or agents alleging Your infringement or misappropriation of any Intellectual Property Rights relating to the delivery or use of the Services.

11. Privacy policy

ParaSwap is fully committed to **respecting your privacy and the confidentiality of your data**, which is the least we can do for a "crypto" service.

More precisely, our service is compliant with the GDPR: if you wish to exercise your rights, send a detailed and motivated email to contact@paraswap.io.

- 11.1.1. For Your perfect information, please note that information enabling to identify You directly or indirectly (hereinafter "**Personal Data**") is processed by Company in relation to Your use of the Website, including by means of cookies.
- 11.1.2. To know more about the processing of Personal Data implemented by Company as well as its use of cookies, please refer to the Privacy Policy accessible on the Website.

12. Hyperlinks

If you click on a link that leaves the Website, ParaSwap is not responsible for what happens on the other side!

- 12.1.1. The Service may contain links or content from Third-Party Services that may be subject to different terms and conditions and privacy obligations.
- 12.1.2. Company shall not be liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from them.
- 12.1.3. Links to such Third-Party Services are not an endorsement by the Service of such services.
- 12.1.4. In this respect, please note that Company has no control over and does not monitor the content published by these Third-Parties. Consequently, Company shall not be held liable for any content published by any Third-Party whatsoever.
- 12.1.5. Links redirecting to the Service are only authorized subject to Company's prior written consent.

13. Amendment

Nothing is immutable (except Cryptos): ParaSwap will be able, in your interest or its own, to add, modify or delete its services but also the rules of the game!

- 13.1.1. Company reserves the right to modify or stop the accessibility of all or part of the Services and/or the Website and/or the applications at any time.
- 13.1.2. Company reserves the right to modify, at any time, all or part of these Terms. User's use of the Services constitutes its acceptance of the Terms amendment. The applicable version of these Terms is the latest version published on the date of use of the Services offered by Company.

14. Non-waiver

The fact that ParaSwap does not invoke a clause in the spring does not mean that it will not be able to invoke it in the summer. Similarly, if a clause is no longer valid – because of a change in legislation, for example – the rest of the Terms and Conditions will continue to apply as if nothing had happened.

- 14.1.1. Failure by Company at any time to require the other party to perform any of its obligations under these Terms will not affect the right of Company to request their execution thereafter.
- 14.1.2. The nullity of any Section of these Terms does not affect the validity and the obligation to respect the other Section.

15. Complaints and support

- 15.1.1. Company has established and maintains an effective procedure for the reasonable and prompt handling of Your complaints and questions linked to the Service. Any complaint or question can be sent to Company at this email address: contact@paraswap.io.
- 15.1.2. Company undertakes to respond as quickly as possible, depending on the number of requests in process.

16. Jurisdiction and applicable law

As the Dalai Lama says, "*Don't let a small argument break a great friendship*".

However, if a "*small dispute*" should occur between us, here are the rules: on the Terms, you will base yourself; French law, you will apply; an amicable resolution, you will try; in case of failure, a Parisian court you will refer to.

16.1. Applicable law

These Terms are governed by French law solely.

16.2. Dispute and Mediation

- 16.2.1. In the event of a dispute arising between Company and a User, the latter undertakes to inform Company at the following address: contact@paraswap.io. You shall specify his contact details and provide any information allowing to appreciate the origin and the implications of the dispute.
- 16.2.2. You may call an independent Ombudsman for free by sending a request to this effect, by post, to the address of Company or by email at the following address : contact@paraswap.io. Upon receipt, Company undertakes to organize a mediation as soon as possible.
- 16.2.3. You can also contact the online dispute resolution service of the European Commission at the following address: <https://ec.europa.eu/consumers/odr>.

16.3. Jurisdiction

- 16.3.1. No legal action may be brought against Company without prior formal notice by registered letter with acknowledgement of receipt.
- 16.3.2. Failing to reach an amicable solution to the dispute, You and Company irrevocably consent that the courts of Paris, France, shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these Terms.