

WWW.SWISSBORG.COM

TERMS OF USE

Welcome to SwissBorg website.

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The Website is available directly on Internet at www.swissborg.com and may also be available through other addresses or channels.

1. Description of the Website

The Website aims to present SwissBorg, the SwissBorg project, SwissBorg team, SwissBorg whitepaper, as well as to allow the CHSB Token Sale.

2. Acceptance of the Terms

The following Terms of Use (hereinafter: the "Terms") set out the legal terms and conditions on which SwissBorg allows you to access and use the Website. By accessing, browsing or otherwise using the Website, you acknowledge that you have read and understood these Terms and agree to be bound by them and to comply with all applicable laws and regulations. You warrant that you have the legal capacity to enter into these Terms. If you do not agree with these Terms, you shall immediately refrain from accessing and/or using the Website.

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3. Privacy

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You are entitled to use the Website only in conformity with the laws of your country of residence and of the country from which you access this Website. You may solely make a legal use of this website and any illegal or inappropriate use of the Website is banned.

In particular, you agree not to do any of the following in connection with your use of the Website:

- a) distribute or post spam, unsolicited or bulk electronic communications, chain letters or pyramid schemes on or through the Website;
- b) upload, post, transmit, distribute or otherwise make available on or through the Website any material that contains software viruses or any other computer code, files, Trojan horses or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any other technologies that may harm the Website or the interests or property of the visitors or users of the Website or of SwissBorg;
- c) copy, modify, or distribute rights or content from the Website, including photos or videos, in any way;
- d) use any content or information of the Website to compete with SwissBorg;
- e) commercialize any code (object or source code) or any information or software associated with or available on the Website;
- f) upload, post, transmit, distribute, store or otherwise make publicly available on the Website any personal data of users or of any third party without the person's prior explicit consent;
- g) use the Website in any way that, in the sole judgment of SwissBorg, is objectionable, illegal, inappropriate or which restricts or inhibits any other person from using the Website, or may harm or make liable SwissBorg or the users, including any pornographic, threatening, abusive or discriminatory content;
- h) facilitate or assist another person to do any of the above acts.

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The Website and content may not be available in all territories and jurisdictions, and we may restrict or prohibit use of all or a portion of the Website and content in certain territories and jurisdictions.

7. Network Costs

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These Terms set out the full extent of our obligations and liabilities with respect to the Website.

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IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SWISSBORG ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE WEBSITE EXCEED ONE HUNDRED DOLLARS (\$100). YOU AGREE THAT ANY CLAIM FILED MORE THAN ONE (1) MONTH AFTER THE DISCOVERY OF THE ALLEGED LIABILITY OF SWISSBORG SHALL BE TIME-BARRED.

11. INDEMNIFICATION

You agree to defend, indemnify and hold harmless SwissBorg and our affiliates, independent contractors and service providers, and each of our respective directors, officers, employees and agents from and against all third-party claims, damages, costs, liabilities and expenses (including, but not limited to, court and attorneys' fees) caused by, arising out of or related to (a) your use of, or inability to use, the Website; (b) your violation of these Terms or any other applicable terms, policies, warnings, warranties, or instructions provided by SwissBorg or a third party in relation to the Website, (c) your violation of any applicable law or any rights of any third party.

12. Assignment

You may not transfer or assign any rights or obligations under these Terms without SwissBorg's prior written consent.

SwissBorg may transfer all of its rights and obligations under these Terms without your prior written consent. To the extent such a consent would nonetheless be required by imperative law, SwissBorg shall notify the user of the transfer of his rights or obligations by e-mail. The user shall be deemed to have accepted the announced transfer unless he expressly refuses it within two weeks as from the notification by e-mail. In case of such a refusal from the user, SwissBorg shall

be entitled to terminate any agreement with the user that is subject to these Terms without notice.

13. Modifications

SwissBorg reserves the right to change, suspend, remove, discontinue or disable access to the Website or particular portions thereof, at any time and without notice. In no event will SwissBorg be liable for the removal of or disabling of access to any portion or feature of the Website.

14. Termination

SwissBorg may block, terminate or suspend your ability to use or access the Website, in whole or in part, without notice and at all time, at the sole discretion of SwissBorg, as well as close or interrupt the Website.

SwissBorg reserves the right to terminate your right to access and use the Website if you violate these Terms or any other terms, laws or policies referenced herein, or if you otherwise create risk or possible legal exposure for us.

15. Entire Agreement and Severability

These Terms, the Privacy Policy and the applicable policies, subject to any amendments or modifications made by SwissBorg from time to time, shall constitute the entire agreement between you and SwissBorg with respect to the Website.

If any provision of these Terms is found to be invalid by a court or competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

16. Governing Law and jurisdiction

These Terms and your use of the Website, as well as all matters arising out or in relation to them (including non-contractual disputes or claims and their interpretation) shall be governed by the laws of Switzerland, to the exclusion of the rules on conflicts of laws.

Any claim or dispute regarding these Terms or in relation to them shall (including for non-contractual disputes or claims and their interpretation) be subject to the exclusive jurisdiction of the Courts of Lausanne, Switzerland, subject to an appeal at the Swiss Federal Court.

You agree that any dispute is personal to you and SwissBorg, and that any dispute shall only be resolved by an individual litigation and shall not be brought as a class action, or any other representative proceeding. You agree that a dispute cannot be brought as a class or representative action or on behalf of any other person or persons.

17. Confidentiality

You shall maintain the confidentiality of any proceedings, including but not limited to, any and all information gathered, prepared, and presented for purposes of the litigation or related to the dispute(s) therein.

18. Nonwaiver

Any failure by SwissBorg to insist upon or enforce performance by you of any of the provisions of these Terms or of the Privacy Policy or to exercise any rights or remedies under these Terms, the Privacy Policy or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance; rather, the provision, right or remedy will be and remain in full force and effect.