

MUTESWAP — TERMS OF SERVICE

Last updated: 14 January 2026

1. Introduction and Acceptance

Please read these Terms of Service (this "**Agreement**") carefully before using Muteswap.

This Agreement governs your access to and use of the website located at www.muteswap.com (the "**Website**"), together with any other websites, subdomains, or applications operated by us on which this Agreement is posted (collectively, the "**Sites**"), and our non-custodial front-end interface, API integrations, embeddable components, and transactional functionality (collectively, the "**Apps**"). The Sites, the Website and the Apps are referred to together as the "**Services**".

References to "**we**", "**us**" and "**our**" mean Mute Labs Ltd., a business company organised under the laws of the British Virgin Islands. References to "**you**", "**your**" and "**user**" mean any individual who accesses the Services. If you access the Services on behalf of a company or other legal entity, you confirm that you have authority to bind that entity, and "you" will refer to that entity.

By accessing, browsing, or using the Services — or by clicking to accept this Agreement where that option is presented — you confirm that you have read, understood, and agree to be legally bound by this Agreement in full, together with our Privacy Policy, which is incorporated by reference and describes how we handle personal data.

If any term of this Agreement is unacceptable to you, do not access or use the Services.

Where any part of the Services is subject to additional terms, and those additional terms conflict with this Agreement, the additional terms will prevail in respect of that part of the Services.

2. Changes to This Agreement

We may revise this Agreement at any time at our discretion, with or without notice to you. The current version, together with its update date, will always be available on this page.

Your continued access to or use of the Services after any revision constitutes your acceptance of the revised Agreement. You should therefore review this page periodically. If you do not accept a revision, your sole remedy is to stop using the Services.

3. Eligibility and Restricted Persons

THE SERVICES ARE NOT OFFERED TO, AND WERE NOT DEVELOPED FOR:

- **Politically exposed persons ("PEPs")**, or their immediate family members or close associates;
- Any person or entity that resides in, is a citizen of, is located in, is incorporated in, or has a registered office or principal place of business in **the United States of America** (including its territories and possessions);

- Any person or entity in a country or territory subject to comprehensive sanctions, embargoes, or comparable restrictions imposed by the United States, the United Kingdom, the European Union, Canada, the United Nations, or any other applicable authority (each a "**Restricted Jurisdiction**");
- Any person listed on, or owned or controlled by a person listed on, any sanctions or designated-persons list maintained by any of the authorities named above;
- Any person affiliated with, or acting on behalf of, any of the foregoing.

The persons and entities described above are together "**Restricted Persons**". **There are no exceptions.**

By using the Services you represent and warrant that:

- (a) you are not a Restricted Person and are not acting for or on behalf of one;
- (b) you will not coordinate, conduct, or control your use of the Services from within a Restricted Jurisdiction;
- (c) you are of legal age to form a binding contract, or, if an entity, are validly formed and in good standing in your jurisdiction of organisation;
- (d) you are not using the Services in connection with the proceeds of any criminal, fraudulent, or otherwise unlawful activity; and
- (e) you will not use any technology or method to circumvent the restrictions in this Agreement.

Use of virtual private networks (VPNs), onion routing, proxy servers, or any other location-masking or identity-obscuring technology to circumvent or attempt to circumvent geographic or eligibility restrictions is strictly prohibited, constitutes a material breach of this Agreement, and immediately terminates your licence to use the Services.

4. Accessing the Services

We may withdraw, amend, restrict, or suspend the Services, or any part of them, at our sole discretion and without notice. We will not be liable if the Services are unavailable at any time or for any period.

You are responsible for:

- making all arrangements necessary to access the Services, including hardware, connectivity, and wallet software; and
- ensuring that anyone who accesses the Services on your behalf is aware of and complies with this Agreement.

Access may require you to connect a self-custodial digital wallet or create login credentials. You must notify us immediately of any unauthorised access to or use of your wallet or credentials, or any other security breach. Exercise particular caution when accessing the Services from public or shared devices so that your seed phrase, private keys, or password cannot be observed or recorded.

We may disable any username, password, wallet connection, or other identifier at any time, at our sole discretion, for any reason or no reason, including where we believe you have breached this Agreement.

You acknowledge that your activity may be transmitted unencrypted across various networks, and that transactions recorded on a public blockchain are permanently visible to anyone.

5. Nature of the Services; Transactions

Muteswap operates a **web-based, non-custodial front-end aggregator** that provides access to third-party networks and protocols through a single interface.

We do not: operate a digital-asset exchange; clear, settle, or execute transactions; take custody of, hold, escrow, transmit, convert, broker, mint, or mine any digital assets; or act as a money transmitter, broker-dealer, or financial institution.

When you use the Apps, you interact directly with third-party blockchain networks and protocols (each, a "**Blockchain**") that we do not own, control, or operate. Any swap, send, cross-chain swap, or comparable operation you initiate (each, a "**Transaction**") involves cryptocurrency, tokens, or other digital assets ("**Digital Assets**") and is executed by those third parties, on those third parties' terms, at your sole discretion and risk.

You acknowledge and accept that:

- A Transaction may fail, be substantially delayed, or return an outcome different from what was displayed to you prior to initiation.
- Once a Transaction is recorded on a Blockchain it is **immutable**. It cannot be reversed, cancelled, or modified by us or by anyone else.
- Where an issue arises from network congestion, protocol failure, smart-contract defects, oracle failures, or protocol-level exploits, **we have no ability to intervene, reverse, or remediate**.
- You bear all risk arising from incorrect inputs (including incorrect destination addresses), slippage, network and protocol errors, and third-party failure.
- You are responsible for all network validation fees ("gas"), protocol fees, and any other charges imposed by third parties. These are set by parties outside our control and may fluctuate significantly.

ANY FEE, RATE, ROUTING, OR TIMING INFORMATION DISPLAYED THROUGH THE SERVICES IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, IS NOT A QUOTE OR AN OFFER, AND MAY NOT REFLECT THE ACTUAL COST OR OUTCOME OF A TRANSACTION. WE DO NOT GUARANTEE THAT ANY TRANSACTION WILL BE PROCESSED OR CONFIRMED. WE CANNOT EFFECT THE TRANSFER OF TITLE OR RIGHTS IN ANY DIGITAL ASSET. IT IS YOUR SOLE RESPONSIBILITY TO VERIFY EVERY DETAIL OF A TRANSACTION BEFORE INITIATING IT.

6. Third-Party Services

The Services rely on, link to, or incorporate application programming interfaces, liquidity sources, routing providers, analytics providers, and Blockchain networks operated by third parties (each a "**Third-Party Service**").

Third-Party Services are independent of us and are governed by their own terms, privacy policies, fee schedules, eligibility criteria, and geographic restrictions. Those terms may differ materially from ours, may impose separate fees, and may restrict, limit, or prohibit your access. You should read and understand them before proceeding. You agree to comply with all terms applicable to any Third-Party Service you use.

TRANSACTIONS ARE NOT PROVIDED BY US AND ARE THE SOLE RESPONSIBILITY OF THIRD-PARTY PROVIDERS. YOU RELEASE US FROM ANY LIABILITY ARISING FROM THE ACTS, OMISSIONS, OR SERVICES OF ANY THIRD-PARTY PROVIDER.

Third-Party Resources and Promotions

The Services may reference or link to third-party resources, content, or promotions. We do not endorse or assume responsibility for any of them. If you access them or participate in them, you do so at your own risk, this Agreement does not govern that relationship, and you release us from all resulting liability.

7. Embedded Interface / iFrame and API Integration

If we approve your use of our embeddable interface ("**iFrame**") or API tools, then by embedding, hosting, or accessing them you agree to this Agreement and to the following additional terms:

- We grant you a **revocable, non-exclusive, non-transferable, non-sublicensable licence** to display the iFrame solely to facilitate end-user access to our front-end interface.
- You are solely responsible for ensuring that your platform's end users satisfy the eligibility and geographic restrictions in Section 3, which apply to them as they apply to you.
- You will **indemnify, defend, and hold us harmless** from any third-party claim, regulatory enforcement action, investigation, or dispute arising directly or indirectly from your implementation, maintenance, distribution, or hosting of the iFrame or API tools.
- We may revoke the licence and disable your integration at any time, without notice or liability.

To request an integration, contact MuteAdmin@proton.me.

8. Compliance and Screening

The Services may not be available or appropriate for use in every jurisdiction. **You are solely responsible for compliance with all laws and regulations applicable to you.** We have no obligation to inform you of any potential liability or violation arising from your use of the Services, and we are not liable for any failure by you to comply.

We may use publicly available information, together with personal information collected in accordance with our Privacy Policy, to assess risks associated with illicit or non-compliant activity, fraud, phishing, and other threats. You acknowledge that compliance assessments of your activity may be performed by Third-Party Services whose results are at their sole discretion, whose accuracy we cannot verify, and over which we have no control.

We reserve the right — but assume no obligation — to deploy automated screening (including blockchain analytics and IP geolocation) to detect illicit activity, fraud, or sanctioned persons, and to block or restrict access accordingly.

If you believe your access or wallet address has been restricted in error, contact MuteAdmin@proton.me. Where the issue results from a network or protocol condition, we may be unable to assist.

9. Risk Alerts

We may from time to time surface phishing warnings, contract risk flags, or similar alerts. These are informational only, are provided on an "as-is" basis, and carry no representation or warranty as to accuracy, completeness, or reliability. Absence of an alert is not an indication of safety. You are solely responsible for

evaluating and acting on such information, and we accept no liability for any claim, loss, or damage relating to alerts given or not given.

10. Taxes

You are solely responsible for determining and satisfying any tax obligations arising from your use of the Services. We do not report your activity to any tax or governmental authority, and third-party networks and protocols may not do so either. You are responsible for reporting and remitting any taxes, duties, or similar assessments, and for maintaining records as required by applicable law.

11. No Financial or Investment Advice

We do not act as your financial adviser, investment manager, arranger, introducer, broker, or trading adviser.

No financial, investment, tax, legal, accounting, or securities advice is provided through or in connection with the Services. No content on the Services — whether produced by us, our partners, Third-Party Services, or other users — should be construed as such advice.

All decisions about how, when, whether, and with whom you transact are made solely by you. It is your responsibility to understand Digital Assets, smart contracts, and the substantial risks involved. Nothing about the operation or your use of the Services creates a fiduciary, advisory, or agency relationship.

12. Risks

Without limiting anything else in this Agreement, you acknowledge:

- **Market risk.** Digital Asset values are volatile. Under certain market conditions it may be difficult or impossible to trade a Digital Asset, or to do so at an expected price.
 - **Timing risk.** Fees and outcomes vary with timing, which is frequently outside your control.
 - **Security risk.** The Services and your use of them may be subject to theft, expropriation, or unauthorised access. Malicious actors may deploy malware, denial-of-service attacks, Sybil attacks, address poisoning, front-running, or spoofing.
 - **Information risk.** Information on the Services may be inaccurate, incomplete, stale, or subject to sudden change. Verify all information before relying on it.
 - **Availability risk.** The Services are subject to outages, latency, maintenance, capacity constraints, and system limitations, and are not guaranteed to be error-free or uninterrupted.
 - **Regulatory risk.** Laws applicable to Digital Assets may change, and such changes may adversely affect the Services or your holdings.
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13. Intellectual Property

The Services and all of their contents, features, and functionality — including software, text, displays, images, video, audio, and the design, selection, and arrangement thereof — are owned by us, our licensors, or other providers, and are protected by copyright, trademark, patent, trade-secret, and other intellectual property

laws.

You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any material from the Services, except that:

- your device may temporarily cache copies incidental to viewing;
- your browser may automatically cache files for display purposes;
- you may print or download one copy of a reasonable number of pages for your own personal, non-commercial use;
- where we make an application available for download, you may install a single copy for your own use, subject to any applicable end-user licence; and
- you may use any social sharing features we provide, as enabled.

You must not:

- modify copies of any materials, or the underlying software or systems;
- use illustrations, photographs, video, audio, or graphics separately from accompanying text;
- remove or alter any copyright, trademark, or proprietary notice; or
- use any part of the Services or its materials for commercial purposes.

If you use or provide any person with access to any part of the Services in breach of this Agreement, your right to use the Services ends immediately and you must destroy all copies you have made.

No right, title, or interest in the Services passes to you. All rights not expressly granted are reserved.

Trademarks. Our name, logos, and all related names, logos, product and service names, designs, and slogans are our trademarks or those of our affiliates or licensors. You may not use them without our prior written permission in each instance.

14. Prohibited Use

You may use the Services only for lawful purposes and in accordance with this Agreement. You agree not to:

General conduct

- Use the Services in any way that violates any applicable law or regulation, including export-control laws.
- Exploit or harm minors, or attempt to do so, in any way.
- Transmit or procure the sending of unsolicited advertising or promotional material, junk mail, chain letters, or spam.
- Impersonate us, our personnel, another user, or any other person or entity.
- Engage in conduct that restricts or inhibits any other person's use of the Services, or that may harm us or our users or expose us or them to liability.
- Direct abusive, threatening, harassing, or discriminatory language or conduct toward our personnel, including our support team.

Technical

- Disable, overburden, damage, or impair the Services, or interfere with any other party's use, including real-time activity.
- Use any content or output from the Services to train or fine-tune any machine-learning or artificial-intelligence model, tool, or platform.

- Use any content or output from the Services to identify a specific individual or extract personal information.
- Use any robot, spider, scraper, or automated means to access the Services for any purpose, including monitoring or copying material.
- Use any manual process to monitor or copy material without our prior written consent.
- Introduce viruses, trojan horses, worms, logic bombs, or other malicious or technologically harmful material.
- Attempt to gain unauthorised access to, interfere with, damage, or disrupt any part of the Services or any connected server, computer, or database.
- Copy, mirror, replicate, or reproduce the Services.
- Launch any denial-of-service or distributed denial-of-service attack.
- Exploit or attempt to exploit any vulnerability, bug, or malfunction, including for personal gain.
- Deploy or interact with any smart contract or code designed to extract data or assets from other users or from the Services without consent.
- Access the Services through unauthorised integrations or smart-contract calls, or use another user's wallet or credentials without authorisation.

Compliance and market integrity

- Violate or circumvent any compliance measure we implement.
- Provide false, inaccurate, or misleading information in connection with the Services.
- Engage in, promote, or facilitate money laundering, terrorist financing, proliferation financing, sanctions evasion, or any other unlawful financial activity.
- Transact on behalf of, or for the benefit of, any Restricted Person or any person located in a Restricted Jurisdiction.
- Collect or harvest wallet addresses, transaction data, or personal information belonging to other users.
- Attempt to deanonymise or re-identify any user from blockchain data.
- Engage in coordinated, collusive, or deceptive trading, including wash trading, spoofing, layering, or front-running.
- Engage in any activity that, in our sole judgment, creates a risk of legal liability, regulatory exposure, reputational harm, or disruption to the integrity or operation of the Services.

15. Suspension and Termination

We may change, suspend, discontinue, or terminate any aspect of the Services, or your access to them, at any time and without notice, at our sole discretion. We accept no responsibility for any direct or indirect loss you may incur as a result.

We may suspend or cancel your access for any reason, including where we believe you have engaged in or are about to engage in fraud or unlawful activity, where required by applicable law, or where you have breached this Agreement. We may notify you of a suspension but are not obliged to.

16. Feedback

You may provide comments, suggestions, ideas, bug reports, or other feedback ("**Feedback**"). You retain ownership of your intellectual property in Feedback, but by submitting it you grant us a worldwide, royalty-free, fully paid-up, perpetual, irrevocable, transferable, sublicensable licence to use, copy, distribute, publish, create derivative works from, display, and perform that Feedback in any manner permitted by applicable law. All Feedback is treated as non-confidential and non-proprietary.

You represent that you own or control all rights in your Feedback and that it complies with this Agreement.

17. Force Majeure

We will not be liable for any delay, failure of performance, or interruption of the Services resulting directly or indirectly from any cause beyond our reasonable control, whether or not foreseeable, including acts of God, natural or nuclear disaster, epidemic, action or inaction of civil or military authorities, war, terrorism, sabotage, civil disturbance, labour dispute, state of emergency, accident, or the loss or malfunction of equipment, utilities, communications, computer hardware or software, internet access, or network provider services.

18. Disclaimer of Warranties

We do not guarantee that the Services or any content on them will be free of viruses or other destructive code. You are responsible for implementing your own anti-virus protection, input/output validation, and means of reconstructing any lost data.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT INFECTS YOUR DEVICES, PROGRAMS, DATA, OR OTHER MATERIAL AS A RESULT OF YOUR USE OF THE SERVICES.

YOUR USE OF THE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THEM IS AT YOUR OWN RISK. THE SERVICES AND ALL CONTENT — INCLUDING ANY CONVERSION RATE OR PRICE INFORMATION — ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. NEITHER WE NOR ANY PERSON ASSOCIATED WITH US WARRANTS THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES, OR THAT THEY WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES WILL MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

19. Limitation of Liability

All information provided through the Services is for informational purposes only and is not professional advice. You should not act or refrain from acting on the basis of anything displayed through the Services, including blog posts, articles, links, news feeds, tutorials, social media posts, or videos. Seek independent, licensed professional advice before making any financial, legal, or tax decision.

This Agreement does not create, and expressly disclaims, any fiduciary duty. To the fullest extent permitted by law, you agree that we owe you no fiduciary duties, that any such duties existing at law or in equity are irrevocably waived and eliminated, and that our only obligations to you are those expressly stated in this Agreement.

WE, OUR AFFILIATES, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SERVICE PROVIDERS, LICENSORS, SUPPLIERS, SUCCESSORS, AND ASSIGNS (TOGETHER, THE "COMPANY PARTIES") SHALL HAVE NO LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT DAMAGES, HOWEVER ARISING AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY PARTIES' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US\$100).

Nothing in this Agreement excludes or limits any liability that cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

20. Indemnification

You agree to defend and indemnify the Company Parties from and against all third-party claims, suits, actions, proceedings, damages, judgments, awards, losses, liabilities, costs, and expenses (including reasonable legal fees) (together, "**Claims**") arising out of or relating to: (a) your breach of this Agreement; (b) your use of the Services; (c) any content, input, instruction, or material you submit or transmit through the Services; (d) your violation of any applicable law or regulation; (e) your use of illicit funds or violation of any anti-money-laundering or sanctions law; or (f) your violation of any third-party right, including intellectual property or privacy rights.

21. Release

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY PARTIES SHALL HAVE NO LIABILITY FOR, AND YOU HEREBY RELEASE, WAIVE, AND HOLD THE COMPANY PARTIES HARMLESS FROM, ALL CLAIMS ARISING OUT OF OR RELATING TO:

- (a) your use of, or inability to use, the Services;
- (b) any inaccuracy, delay, interruption, error, or omission in any information, content, or functionality provided through the Services;
- (c) any modification, suspension, interruption, or discontinuation of the Services, including outages, maintenance, system failures, or degraded performance;
- (d) your devices, networks, systems, software, or connectivity, including malfunctions, delays, security breaches, or unauthorised access;
- (e) any Third-Party Service, network, protocol, or material, or the actions of any third party;
- (f) any action or inaction by any Company Party, or by law enforcement or a governmental authority, in connection with any investigation relating to the Services or our users;
- (g) your failure to comply with this Agreement or with any applicable law, regulation, or third-party terms;
- (h) any fees or charges you incur through the Services or any third-party network or protocol;
- (i) any decision you make or action you take;
- (j) any interaction, communication, transaction, or dispute between you and any other party;
- (k) any taxes, duties, or governmental charges arising from your use of the Services, including any failure to report or pay them;
- (l) any unauthorised access to or use of your wallet or account, including any failure to safeguard your seed phrase or private keys;
- (m) any event beyond our reasonable control; or

(n) any automatic liquidation, foreclosure, or comparable enforcement event occurring under the terms of any smart contract or as a result of market conditions, oracle data, or protocol rules, whether or not notice was given.

22. Code of Conduct

We expect you to treat our team, including our support personnel, with respect. Verbal threats, harassment, aggressive or discriminatory comments, and other disrespectful conduct are prohibited and constitute a breach of this Agreement. If you engage in such conduct we will ask you to stop; if it continues, we will take any steps necessary to prevent further communication with us, up to and including terminating your access.

23. Press and Media

Press and media may refer to Muteswap provided that any reference is accompanied by attribution to Muteswap and, where possible, a hyperlink to muteswap.com. For press and media enquiries, email MuteAdmin@proton.me.

24. Dispute Resolution and Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO BRING A CLAIM IN COURT AND TO PARTICIPATE IN A CLASS ACTION.

24.1 Informal resolution (condition precedent)

Before commencing arbitration, the party seeking relief must send a written Notice of Dispute ("**Dispute Notice**") to the other. A Dispute Notice to us must be sent to MuteAdmin@proton.me. A Dispute Notice to you will be sent to the email address or contact handle you have made available to us.

A Dispute Notice must include: (a) the sender's name, address, and email address; (b) a description of the nature and basis of the dispute; and (c) the specific relief sought and the basis for it. A Dispute Notice must be individualised — it may concern only the sending party's own dispute.

Following a Dispute Notice, each party agrees to participate, at the other's reasonable request, in an individualised discussion by telephone or an agreed platform to explore resolution. Multiple claimants may not participate in the same conference without mutual agreement.

Compliance with these procedures is a condition precedent to commencing arbitration, and the arbitrator shall dismiss any arbitration filed without full compliance.

If no resolution is reached within **60 days** of receipt of a complete Dispute Notice, either party may commence arbitration. Where a Dispute Notice is incomplete, the 60-day period begins on receipt of a complete notice; where a telephone discussion is requested, it begins after that discussion. Limitation periods and filing deadlines are tolled during this process.

24.2 Binding arbitration

Subject to the remainder of this Agreement, any controversy, claim, or dispute arising out of or relating to this Agreement or the Services — past, present, or future, including questions as to the scope or applicability of this arbitration provision — shall be resolved solely and exclusively by final and binding arbitration administered by the British Virgin Islands International Arbitration Centre ("**BVI IAC**") under its arbitration rules then in effect (the "**Rules**"), with the **seat (legal place) of arbitration** being Road Town, Tortola, British Virgin Islands. The arbitration shall be governed by the BVI Arbitration Act, 2013 (as amended), and the Commercial Division of the Eastern Caribbean Supreme Court sitting in the British Virgin Islands shall be the supervisory (curial) court. Hearings may be held at any mutually agreed location, or remotely by video conference, without affecting the seat. The language of the arbitration shall be English.

The arbitration shall be conducted by one neutral arbitrator. Each party bears its own legal fees and costs, unless otherwise available under applicable law or unless the arbitrator finds a claim, counterclaim, or defence frivolous or brought for an improper purpose. Pleadings submitted for an improper purpose — including to harass, cause delay, or increase costs — may attract sanctions. The arbitrator may order discovery sufficient for each party to prepare its case, taking into account that arbitration is intended to be speedy and efficient.

The arbitrator may award any remedy, legal or equitable, that a court of competent jurisdiction could award on an individual claim, and nothing more, but may not award punitive or exemplary damages unless otherwise available under applicable law. Awards are final and conclusive, and both parties agree to abide by them. Either party may apply to any court of competent jurisdiction — including the courts of the British Virgin Islands or the courts of any jurisdiction in which assets are located — for recognition and enforcement of an award, and both parties waive any objection to venue in such proceedings. Arbitration proceedings shall be kept strictly confidential.

24.3 Class action and jury trial waiver

YOU AND MUTESWAP AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS. THIS AGREEMENT DOES NOT PERMIT CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTIONS OR ARBITRATIONS, OR PRIVATE ATTORNEY GENERAL CLAIMS (the "CLASS ACTION WAIVER"). No tribunal may consolidate more than one claimant's claims or preside over any representative or class proceeding. Nothing here prohibits settlement on a class-wide basis.

If any portion of this arbitration clause is held invalid or unenforceable, the remainder stays in force. Where a dispute is filed as a class or representative action and there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, that portion must be litigated in a civil court of competent jurisdiction, while the enforceable portion is enforced in arbitration. Where a court determines that a public injunctive relief claim may proceed notwithstanding the Class Action Waiver, that claim will be decided by the court after any individual claims have been arbitrated, and the parties will ask the court to stay it in the meantime.

To the fullest extent permitted by law, both parties **wave any right to trial by jury** in any action, proceeding, or counterclaim arising out of this Agreement, and — if arbitration is for any reason inapplicable — submit to the exclusive jurisdiction and venue of the courts of the British Virgin Islands and agree not to bring proceedings in any other court in any other jurisdiction.

24.4 Injunctive relief

Notwithstanding the foregoing, we may seek injunctive relief in any applicable jurisdiction to protect the Services, enforce our intellectual property rights, or prevent harm to us, our users, or our partners.

This dispute resolution section governs all disputes between you and us, and prevails over any other agreement between the parties. A printed version of this Agreement is admissible in judicial and administrative proceedings.

25. General Provisions

Severability. If any provision is held invalid or unenforceable, it will be modified and interpreted to accomplish its objectives to the greatest extent possible under applicable law, and the validity and enforceability of the remaining provisions will not be affected.

Change of control. If we or our business are acquired by or merged with a third party, we may transfer or assign information we have collected from you as part of that transaction.

Survival. All provisions that by their nature extend beyond termination or expiry survive, including those relating to suspension, investigations, remedies for breach, termination, amounts owed, intellectual property, disclaimers, limitation of liability, indemnification, release, and dispute resolution.

Interpretation. Headings are for convenience only. Unless the context requires otherwise: "hereof", "herein", and similar terms refer to this Agreement as a whole; singular terms include the plural and vice versa; "include", "includes", and "including" mean "without limitation"; "to the extent" means the degree to which something extends and does not simply mean "if"; and "or" is not exclusive.

English language controls. Any translation of this Agreement is provided for convenience only. The English-language version governs.

Assignment. You may not transfer or assign this Agreement or your rights or obligations under it. We may assign it without restriction. Any attempted transfer by you is void. Subject to that, this Agreement binds and benefits the parties, our successors, and permitted assigns.

Governing law. This Agreement, your use of the Services, and all matters arising out of or relating to them (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the British Virgin Islands, without regard to conflict-of-law principles.

No third-party beneficiaries. Except as expressly provided in respect of the Company Parties, this Agreement is for the sole benefit of you and us and creates no third-party beneficiary rights.

Entire agreement. This Agreement, together with the Privacy Policy, constitutes the entire agreement between you and us regarding its subject matter and supersedes all prior understandings.

26. Contact

Mute Labs Ltd. (a BVI business company)

Registered office: Suite 13, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands

General enquiries: MuteAdmin@proton.me

Support: MuteAdmin@proton.me

Partnerships: MuteAdmin@proton.me