

SWC Smart

REFERRAL PROGRAMME PROVISION

— v6 FINAL · INLD LIMITED

Revised: April 2025

This Provision is an integral part of the SWC Smart Terms of Service and govern the terms of the voluntary marketing Referral Program. Participation in the Program is not a prerequisite for using the Platform.

1. GENERAL

1.1. The Legal Nature of the Program

The Referral Program is a voluntary single-tier customer referral marketing program whose sole purpose is to reward existing customers for genuine first-time purchases of the Company's educational digital content made by new users via the Participant's unique referral link. No reward is paid for registration alone or for any purchase that is later refunded or charged back. The Program operates on a strictly single-tier basis only. Participants are strictly prohibited from marketing or presenting the Program as an income opportunity, business opportunity, MLM scheme, investment, financial promotion or any form of guaranteed or passive earnings.

The SWC Smart Referral Program (hereinafter referred to as the "Program") is a voluntary single-tier marketing referral program created by INLD LIMITED ("SWC Smart"), company number 12040493, England and Wales, United Kingdom (hereinafter referred to as the "Company").

The program is a marketing tool. Its sole purpose is to reward existing customers for attracting new customers who make actual purchases of the Company's digital educational content. The program shall not be promoted or perceived as a source of income, a business opportunity, an investment product, a financial promotion, an employment relationship, a franchise, or any other regulated financial scheme.

Rewards are paid exclusively for completed and non-cancelled purchases of the Company's digital educational content made by new users who have not previously registered on the Platform and who came via a unique referral link of the participant. No reward is not paid for attracting, registering, or building a membership structure by itself. The program is strictly single-tier — rewards for the second and subsequent tiers are not accrued.

The Company strictly prohibits any marketing, statements, or behavior of participants that could result in the Program being classified as a pyramid scheme, MLM, Ponzi scheme, investment product, or financial promotion under any applicable law.

1.2. Language Priority

These Referral Programme Provision is drafted in the English language. The English version shall prevail to the extent permitted by applicable law. Translations into Russian and Vietnamese are provided for convenience and accessibility. Nothing in this clause limits any mandatory consumer protection rights, including requirements for transparency, fairness, clarity or language accessibility under applicable local law.

Настоящее Положение составлено на английском языке. Английская версия имеет приоритет в допустимой законом степени. Переводы на русский и вьетнамский языки предоставляются для удобства и доступности. Ничто в настоящем пункте не ограничивает обязательные права потребителей, включая требования к прозрачности, справедливости и доступности условий.

1.3. Relation to other documents

This Provision is an integral part of the Terms of Service (<https://swcsmart.com/legal/terms>). In the event of any conflict, the Terms of Service shall prevail. Personal data Processing — in accordance with the Privacy Policy (<https://swcsmart.com/legal/privacy-policy>).

1.4. Applicable Law

This Provision shall be governed by the laws of England and Wales. Participants are solely responsible for ensuring that their activities comply with the applicable laws of their country of residence, including laws governing marketing, financial promotions, and data protection. Nothing in this Provision shall limit the mandatory provisions of applicable consumer protection laws.

2. PARTICIPATION IN THE PROGRAM

2.1. Who can participate

- Registered users of the Platform who are at least 18 years of age.
- Users who have accepted the terms hereof and the Terms of Service.
- Users who are not Sanctioned Persons and are not located in Sanctioned Territories.
- Users from countries where participation does not contradict local legislation.

2.2. Voluntariness

Participation is entirely voluntary. Neither registration nor the purchase of Courses constitutes an obligation to participate in the Program.

2.3. Entry fee

THERE IS NO ENTRY FEE. Any claims for payment of a participation fee are unauthorized and shall be reported to the Company immediately.

2.4. Activation of a referral link

The participant activates their personal referral link in their Personal Account. The link is tied to a specific account and cannot be transferred.

3. MECHANICS OF REWARDS ACCRUAL

3.1. Accrual Terms and Conditions

The reward is accrued when all of the following conditions are met:

1. A new user registered using a participant's referral link.
2. A new user has not previously registered on the Platform.
3. A new user purchased the course and paid in full (confirmed by the PSP).
4. The payment has not been refunded, canceled, or disputed via chargeback.
5. There are no signs of fraud, self-reference, or abuse.
6. The applicable KYC/AML checks have been completed.
7. The transaction has passed sanctions screening.

Rewards are NOT awarded for: registration without a purchase; purchases made using a promo code that excludes referral payments; purchases made by the participant using their own referral link; or purchases made using accounts linked to the referrer's account.

3.2. Amount of reward

The amount is determined by the Company and is specified in the Personal Account. It could be either a fixed amount or a percentage of the purchase value. It is calculated based on the amount actually paid.

3.3. Single-Tier Structure

The program is strictly single-tier: rewards are accrued only on direct purchases made by users you have attracted. Rewards are not paid on purchases made by users at the second and subsequent tiers.

The Programme is strictly single-tier. No rewards are paid for purchases made by users referred by your referrals. This structure is fundamental to the intended operation of the Programme.

3.4. Attribution Period

A purchase is attributed to a referrer if it occurs within 30 days of the first click on the referral link. Last-click attribution is applied.

4. PAYMENT OF REMUNERATION

4.1. Reward Statuses

Status	Value	Transition Conditions
Pending	Reserved	Purchase confirmed by PSP
Approved	Approved for payment	30-day freeze period, no refunds, AML verification complete
Paid	Money transferred	Payment made

Reversed	Cancelled	Refund, chargeback, fraud, breach
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4.2. Freeze period

Rewards remain in Pending status for 30 days to allow for the processing of refunds, AML/KYC verification, and sanctions screening.

4.3. Minimum payout threshold

The current minimum threshold is indicated in the Personal Account. Any balance below the threshold is carried over to the next period.

4.4. Payout Methods

- Wire transfer.
- Payment systems (if available).
- Cryptocurrency (if available and after completing KYC).

4.5. Terms of Payment

Approved rewards will be paid out within 30 business days of the date the status changes to Approved. The company shall be entitled to delay payment if KYC/AML verification is incomplete or if there are requests from government authorities.

4.6. KYC verification prior to payout

The company shall be entitled to require KYC verification prior to payout if: the amount exceeds AML thresholds; risk indicators have been identified; or it is required by the laws of the recipient's jurisdiction.

5. PROHIBITIONS AND RESTRICTIONS

5.1. Prohibition on self-reference

You are prohibited from registering accounts using your own referral link or arranging for such registrations. The breach will result in the forfeiture of all rewards and blocking of your account.

5.2. Prohibition of artificial inflation

The following shall be prohibited: creating fake accounts; bots and scripts; click farms; mutual registration schemes; and other forms of manipulation.

5.3. Prohibition of ads promising income

Participants shall not: (a) market the Program as an investment, income opportunity, passive income scheme, employment, business franchise, MLM or guaranteed earnings model; (b) make specific income claims, projections or earnings guarantees; (c) publish or use income testimonials, earnings screenshots, payout screenshots or financial performance statements in connection with the Program unless expressly approved in

writing by the Company; (d) communicate the Programme in any way that may constitute a financial promotion under FSMA 2000 or the Financial Promotions Order 2005.

Participants are prohibited from:

- presenting the Program as an investment, passive income, business franchise, MLM, or guaranteed earnings scheme;
- making specific claims about income, earnings forecasts or guarantees;
- publishing or using income reviews, screenshots of payments, or financial reports without the Company's express written consent (this is a strict prohibition — it is not permitted even with a disclaimer);
- using the phrases: "passive income," "financial freedom," "work from home," "earn money through your team," and "build a business" in the context of the Program;
- distributing messages that could be classified as financial promotions under the FSMA 2000.

5.4. Prohibition of MLM structures, team-building events, and competitive activities

Participants are prohibited from:

- promoting the Program as an MLM structure or building "teams" of referrals by promising rewards for their activity;
- organizing or conducting any events (webinars, seminars, meetings, online sessions, chats) that could create the perception that the Program is a network marketing business, a team-building scheme, or a source of income — regardless of the actual content of such events;
- using the terms "team," "structure," "network," "team leader," and "recruiting" in the context of the Program;
- using the Platform, its audience, or the Curator's position to attract users to competing educational products, courses, or platforms.

Any form of group event, webinar, chat, coaching call or presentation that promotes, explains or encourages participation in the Referral Program is prohibited unless all materials have been expressly pre-approved in writing by the Company. This prohibition applies even if the event is framed as "educational", "leadership training" or "personal development".

Любое групповое мероприятие, вебинар, чат, коучинговый звонок или презентация, которые продвигают, объясняют или поощряют участие в Реферальной программе, запрещены, если все материалы не были явно предварительно одобрены Компанией в письменной форме. Этот запрет применяется даже если мероприятие представлено как «образовательное», «тренинг по лидерству» или «личное развитие».

5.5. Marketing Materials

Participants may only use marketing materials, descriptions, claims, banners, screenshots and public statements approved or provided by the Company. The Company may require removal or correction of any unauthorised marketing material at any time.

Participants may only use marketing materials, descriptions, banners, and public statements that have been approved or provided by the Company. The Company shall be entitled to request the removal or correction of unauthorized materials at any time.

5.6. Prohibition of Unauthorized Use of Trademark

The use of the trade name “SWC Smart,” logos, and other intellectual property of the Company in promotional materials is permitted only with the Company’s written consent.

5.7. No Spam

The distribution of referral links via spam emails is prohibited.

5.8. Prohibition on Entering into Commitments on Behalf of the Company

Participants are independent users and have no authority to bind the Company, make representations on behalf of the Company, offer discounts, promise refunds, modify any legal terms or act as agent, employee or representative of the Company.

Participants are independent users and are not authorized to enter into obligations on behalf of the Company, make statements on its behalf, offer discounts, promise refunds, modify terms and conditions, or act as an agent, employee, or representative of the Company.

5.9. Jurisdictional Restrictions

The Company may restrict, suspend or exclude participation by users in certain jurisdictions where referral payments, marketing activities, AML, tax or consumer protection rules create legal or operational risk. The Company will notify affected Participants where practicable.

The company shall be entitled to restrict, suspend, or exclude users from certain jurisdictions if referral payments, marketing activities, AML, tax, or consumer requirements pose a legal or operational risk.

5.10. Compliance with Local Laws

Each Participant is solely responsible for ensuring that their participation in the Program, their marketing activities and their receipt of rewards comply with all applicable laws, regulations and requirements of their country of residence, including but not limited to laws on referral marketing, multi-tier marketing, financial promotions, income reporting, AML and data protection. The Company accepts no liability for any regulatory, tax, civil or criminal consequences arising from a Participant's failure to comply with local law. Where a Participant is uncertain whether participation is lawful in their jurisdiction, they must obtain independent legal advice before participating.

Each participant bears sole and exclusive responsibility for ensuring that their participation in the Program, marketing activities, and receipt of rewards comply with all applicable laws, regulations, and requirements of their country of residence, including laws governing referral marketing, multi-tier marketing, financial promotions, income reporting, AML, and data protection. The Company shall not be liable for any regulatory, tax, civil, or criminal consequences resulting from a participant's failure to comply with local laws. If a participant has any doubts regarding the legality of participation within their jurisdiction, they shall seek independent legal advice before participating.

5.11. Mandatory Prior Approval of Marketing Materials

Participants shall obtain the Company's prior written approval for any marketing material, landing page, video, post, banner, presentation or script that mentions or relates to the Referral Programme before publication or distribution. This includes social media posts, messaging app content, email campaigns, videos and any other form of public or private communication about the Program. Failure to obtain such approval before publication constitutes a material breach of these Terms and grounds for immediate exclusion from the Program.

Участники обязаны получить предварительное письменное одобрение Компании для любого маркетингового материала, целевой страницы, видео, публикации, баннера, презентации или скрипта, в котором упоминается или который связан с Реферальной программой — до его публикации или распространения. Это включает публикации в социальных сетях, контент в мессенджерах, email-рассылки, видео и любые иные формы публичной или личной коммуникации о Программе. Публикация без предварительного одобрения является существенным нарушением настоящего Положения и основанием для немедленного исключения из Программы.

6. REWARD CANCELLATION AND REFUND (CLAW-BACK)

6.1. Grounds for Cancellation

- The attracted user returned the Course.
- The payment has been disputed via a chargeback.
- Fraud, self-reference, or breach of Section 5.
- Blocking the account of the attracted user until the expiration of the freeze period.
- The transaction did not pass AML/CFT or sanctions screening.

6.2. Claw-back of rewards already paid

The Company reserves the right to claw back already-paid Referral rewards in the following circumstances: (a) the referred user's purchase is refunded or subject to a successful chargeback after the reward has been paid — claw-back proportional to the refunded amount; (b) fraud, self-referral, artificial inflation or other material breach is discovered after payment — full claw-back of all rewards paid in connection with the breach; (c) the referred user's account is terminated for material breach and the purchase is reversed — proportional claw-back. The Company will act reasonably and proportionately when exercising claw-back rights. Claw-back amounts will be deducted from future payouts only. The Company will not pursue legal action to recover already-paid referral rewards except in cases of fraud or deliberate misrepresentation.

The Company shall be entitled to claw back the rewards that has already been paid:

- (a) Refund or chargeback after payout have been made is a clawback proportional to the refunded amount.
- (b) Fraud, self-reference, or a material breach of Section 5 after payment is a full claw-back of all related rewards.
- (c) Blocking the account of the attracted user with the cancellation of the purchase is a proportional claw-back.

The company acts reasonably and proportionately. Clawback amounts are deducted exclusively from the participant's future payments. The Company will not take legal action to recover referral rewards that have already been paid, except in cases of fraud or intentional deception.

6.3. Notification and Right to Object

The Company notifies the participant of the cancellation or claw-back via the Personal Account and/or by email within 5 business days. The Participant is entitled to send a reasoned objection within 14 days to: legal@swcsmart.com . The company will review the objection and send a response within 10 business days.

7. TAXATION

7.1. Participant's Responsibility

Referral rewards may be considered taxable income. The participant is solely responsible for filing and paying all applicable taxes.

7.2. The company is not a tax agent

The Company is not the participant's tax agent unless expressly required by the mandatory laws of a specific jurisdiction.

The Company shall be entitled to withhold, report or deduct amounts from rewards where required by applicable tax, AML, sanctions or payment laws, including where applicable any automatic exchange of information or tax reporting regimes that may apply to the Company. The Company may be required to report reward payments to tax authorities under automatic exchange of information regimes (including CRS, FATCA and equivalent arrangements). Participants should seek independent tax advice in their country of residence.

Компания вправе удерживать, отчитываться или вычитать суммы из вознаграждений, если это требуется применимым налоговым, AML, санкционным или платёжным законодательством, включая применимые режимы автоматического обмена информацией. Компания может быть обязана отчитываться о выплатах вознаграждений в налоговые органы в рамках режимов автоматического обмена информацией (включая CRS, FATCA и аналогичные механизмы). Участникам рекомендуется получить независимую налоговую консультацию.

7.3. Taxes for participants from different countries

- UK: Referral rewards may be subject to tax depending on the participant's circumstances, including whether the activity is a one-time occurrence or is carried out on a regular basis. Participants are advised to seek independent tax advice and report to HMRC as necessary.
- EU: Remuneration is subject to taxation in accordance with the laws of the country of residence.
- Vietnam: Remuneration may be subject to personal income tax (PIT). Registration for tax purposes may be required.
- Russia, Kazakhstan, Ukraine: Rewards are subject to personal income tax or similar taxes. The participant is responsible for filing tax returns with the tax authorities.

8. MODIFICATION AND TERMINATION OF THE PROGRAM

8.1. Right to Change

The Company reserves the right to modify the terms of the Program by providing participants with at least 30 days' notice. This change does not affect rewards with the "Approved" status.

8.2. Suspension

The Company shall be entitled to temporarily suspend the accrual of new rewards upon notice. Previously accrued rewards remain in effect.

8.3. Termination

The program may be terminated with 30 days' notice. Rewards with the Approved status are paid out. Rewards with Pending status are paid out after the freeze period expires, provided there are no grounds for cancellation.

8.4. Exclusion from the Program

The Company shall be entitled to immediately terminate the user's account in case of: breach of Section 5; breach of the Terms of Service; fraud; requirement of government agencies. Pending rewards are canceled. Approved rewards are paid out net of clawback.

Any breach of sections 5.4, 5.5 or 5.11 shall be considered a material breach and grounds for immediate termination without notice. All pending rewards will be cancelled and claw-back of any paid rewards may apply. Any breach of clause 5.11 shall also result in claw-back of all rewards earned through the unauthorised marketing materials.

Any breach of sections 5.4, 5.5, or 5.11 of these Terms constitutes a material breach and grounds for immediate termination without prior notice. All rewards with a "Pending" status will be canceled. The breach of Section 5.11 also results in the claw-back of all compensation received in connection with unauthorized marketing materials.

9. PERSONAL DATA

The following information is processed for participation and payments: name, email address, country, payment details, KYC documents (if necessary), transaction history, IP address, and technical identifiers.

Processing is made in accordance with the Privacy Policy:
<https://swcsmart.com/legal/privacy-policy>

Questions: privacy@swcsmart.com

10. LIMITATION OF LIABILITY

10.1. No Income Guarantees

THE COMPANY DOES NOT GUARANTEE ANY SPECIFIC LEVEL OF INCOME. The reward amount depends solely on the total purchases made by the attracted users. Any references to income are for illustrative purposes only.

10.2. Participant's Responsibility

- Compliance of referral activities with the laws of the country of residence.
- Tax obligations.
- Accuracy of payment details.
- Consequences of submitting false KYC documents.

10.3. Limitas of the Company's Liability

The Company's liability is limited to the amount of reward paid to the participant over the preceding 12 months.

11. REGULATORY COMPLIANCE

11.1. Pyramid Selling Regulations 2003 (UK)

The program is a single-tier referral program. Key elements: participation without any obligation to purchase or pay a fee; a single-tier structure; reward based solely on actual sales to end consumer; no payments for attracting participants in itself.

11.2. FCA and Financial Promotions

The Program is a single-tier customer referral marketing program for educational digital content. It is not a financial promotion, investment activity or regulated financial service. Participants are strictly prohibited from describing, marketing or presenting the Program in any way that could be interpreted as a financial promotion under the Financial Services and Markets Act 2000 or the Financial Promotions Order 2005. Any such communication will result in immediate exclusion from the Program.

Программа является одноуровневой клиентской реферальной схемой для приобретения образовательного цифрового контента. Она не является финансовой промоцией, инвестиционной деятельностью или регулируемой финансовой услугой. Участникам строго запрещено описывать, продвигать или представлять Программу каким-либо образом, который может быть расценён как финансовая промоция по FSMA 2000 или Financial Promotions Order 2005. Любая такая коммуникация влечёт немедленное исключение из Программы.

11.3. Vietnam (Decree 40/2018/ND-CP)

Vietnamese law on multi-level marketing (Decree 40/2018/ND-CP and subsequent legislation) is strict. The Company may restrict, suspend or disable access to the Programme for Vietnamese users until applicable Vietnamese legal requirements have been reviewed and any required registrations, notices, approvals or operational restrictions have been implemented. Participants located in Vietnam are responsible for ensuring their own participation complies with applicable Vietnamese law.

Вьетнамское законодательство о многоуровневом маркетинге (Decree 40/2018/ND-CP и последующие акты) является строгим. Компания вправе ограничить, приостановить или отключить доступ к Программе для вьетнамских пользователей до проведения правового анализа применимых требований и реализации всех необходимых регистраций, уведомлений, согласований или операционных ограничений. Участники, находящиеся во Вьетнаме, несут самостоятельную ответственность за соответствие своего участия применимому вьетнамскому законодательству.

12. DISPUTE RESOLUTION

12.1. Pre-trial Procedure

Written complaint to: legal@swcsmart.com. Response time: 30 days.

12.2. Legal Procedure

Unresolved disputes — the courts of England and Wales, unless otherwise provided by mandatory local law.

13. FINAL PROVISIONS

13.1. Separability

The invalidation of a single provision does not entail the invalidity of the others.

13.2. Entire Document

This Provision, together with the Terms of Service, constitute the entire agreement regarding the terms and conditions of participation in the Program.

13.3. Notifications

To the User — to email used for registration. To the Company: legal@swcsmart.com

14. CONTACT DETAILS

The Company: INLD LIMITED (SWC Smart), 12040493

Address: Redhill Marina, Ratcliffe-On-Soar, Nottingham, England, NG11 0EB

Questions regarding the Program: support@swcsmart.com

Legal issues / claims: legal@swcsmart.com

Data Protection: privacy@swcsmart.com

Web: <https://swcsmart.com>

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Current version: <https://swcsmart.com/legal/referral>

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