

SWC Smart

TERMS OF SERVICE

(Terms of Service) — v9 FINAL · INLD LIMITED

Version: 15 October 2026 | Effective upon acceptance during registration

PLEASE READ THIS AGREEMENT CAREFULLY. BY REGISTERING ON THE PLATFORM AND CHECKING “I ACCEPT THE TERMS”, YOU ENTER INTO A LEGALLY BINDING CONTRACT WITH INLD LIMITED. IF YOU DO NOT AGREE, DO NOT REGISTER.

1. GENERAL PROVISIONS

1.1. Parties

These Terms of Service (the “Agreement”) govern the relationship between INLD LIMITED, registered in England and Wales, company number 12040493, address: Redhill Marina, Ratcliffe-On-Soar, Nottingham, England, NG11 0EB, trading as “SWC Smart” (the “Company”, “we”), and any individual (the “User”, “you”) registered on the SWC Smart platform.

1.2. Subject matter

The Company provides access to the “SWC Smart” educational platform (the “Platform”) at swcsmart.com and its subdomains. The Platform contains informational and educational materials. The services are solely informational in nature. The Company is not a financial institution, investment platform or licensed educational institution. Platform certificates are informational in nature.

1.3. Acceptance

The Agreement takes effect when you check “I have read and accept the terms” during registration. This constitutes full and unconditional acceptance, equivalent to a signed contract.

1.4. Language precedence

The Agreement is drawn up in English. The English version prevails to the extent permitted by law. Translations are provided for convenience. Nothing in this clause limits mandatory consumer rights.

1.5. Governing law

The Agreement is governed by the laws of England and Wales. The Parties submit to the jurisdiction of the courts of England and Wales, unless the mandatory laws of the User's country of residence provide otherwise.

1.6. Hierarchy of documents

In the event of a conflict between Platform documents, the following order of precedence applies:

1. These Terms of Service.
2. Privacy Policy: https://en.swcsmart.com/wp-content/uploads/2026/10/INLD_PrivacyPolicy_v8_EN.pdf
3. Refund Policy — takes precedence over this Agreement in relation to refunds: https://en.swcsmart.com/wp-content/uploads/2026/10/INLD_RefundPolicy_v7_EN.pdf
4. Cookies Policy: https://en.swcsmart.com/wp-content/uploads/2026/10/INLD_CookiePolicy_EN.pdf
5. Agent Programme Rules (if introduced): https://en.swcsmart.com/wp-content/uploads/2026/10/INLD_ReferralProgramme_EN.pdf

2. DISCLOSURES (E-COMMERCE)

2.1. Company information

- Company: INLD LIMITED
- Trading name: "SWC Smart"
- Company number: 12040493 (Companies House, England and Wales)
- Address: Redhill Marina, Ratcliffe-On-Soar, Nottingham, England, NG11 0EB
- Email: smart@swcfield.com
- Website: <https://swcsmart.com>

2.2. Contract formation procedure

6. Registration and acceptance of the Agreement.
7. Selection of a Course or Subscription and clicking "Buy".
8. Review of the order — name, access term, price and payment method.
9. Confirmation and payment.
10. Once payment is confirmed, an email notification and access to the Course or Access Tier are provided. The contract is deemed concluded and performed.

The text of the Agreement is available at: https://en.swcsmart.com/wp-content/uploads/2026/10/INLD_ToS_v9_EN.pdf

2.3. Complaints handling

Send complaints to: smart@swcfield.com, subject "Complaint — [description]". Acknowledgement within 3 business days; response within 10 business days (up to 15 if necessary). If dissatisfied, you may use ADR or the courts (Section 17).

2.4. Payment agent

Payments are collected through the payment agent TheMerch, acting on behalf of and in the interests of INLD LIMITED. See Section 7 for details.

3. DEFINITIONS

- “Platform” means the “SWC Smart” LMS at swcsmart.com and its subdomains.
- “User” means an individual who has accepted this Agreement.
- “Participant” means a User who has purchased a Course or Subscription.
- “Tutor” means a User with extended permissions, appointed by the Company.
- “Administrator” means an employee or authorised representative of the Company.
- “Personal Account” means the personal area of the Platform available after logging in.
- “One-off Purchase” means the purchase of a single Course for a single payment. Access is provided for a limited term specified on the Course page before payment (for example, 1 month or 2 months). Access closes automatically when the term expires.
- “Subscription” means a paid service providing access to an Access Tier (a set of Courses) for the paid Subscription Period. The User renews manually: there are no automatic charges and payment details are not stored.
- “Course Bundle” / “Access Tier” means a set of Courses available under a Subscription. Its composition may change on 14 days’ notice.
- “Subscription Period” means the paid access period specified on the Subscription page.
- “Expiry Date” means the date on which access closes automatically at the end of the One-off Purchase term or Subscription Period.
- “TheMerch” means the payment agent of INLD LIMITED, which collects payments from Users on behalf of and in the interests of the Company.
- “Course” means an informational product to which access is provided for the limited term specified on the Course page.
- “Content” means all Platform materials, including translations, webinars, recordings and assignments.
- “UGC” means materials created or uploaded by a User: assignments, messages and comments.
- “Agent Commission” means a monetary payment for referring new Users under the Agent Programme Rules.
- “Sanctioned Person” means a person included on UK OFSI, EU or OFAC sanctions lists.
- “Sanctioned Territory” means Crimea, Donetsk, Luhansk, Kherson, Zaporizhzhia, North Korea, Iran, Syria and other territories subject to current UK/EU/US sanctions.
- “Force Majeure” means circumstances beyond the Parties’ reasonable control: sanctions, acts of public authorities, infrastructure technical failures and hostilities.

4. REGISTRATION AND ACCOUNT

4.1. Requirements

- At least 18 years of age.
- Accurate and complete information on registration.
- Not being a Sanctioned Person; not being located in a Sanctioned Territory.
- The User is responsible for ensuring that use of the Platform is lawful in their country.

4.2. Account security

The User is responsible for keeping login credentials confidential and for all activities under their account. Report unauthorised access immediately to smart@swcfield.com.

4.3. One account. Non-transferability

The account is personal and non-transferable. Multiple accounts, sale and transfer are prohibited and will result in suspension.

4.4. Prohibition on assignment

The User may not assign rights under this Agreement without the Company's written consent. The Company may do so in the event of a reorganisation on 30 days' notice.

5. USER ROLES

5.1. Participant

The basic role. May purchase Courses and a Subscription, access Content for personal, non-commercial purposes, receive certificates and participate in the Agent Programme.

5.2. Tutor

An extended role assigned by an Administrator. May support Participants and review assignments. A Tutor is not an employee, agent or representative of the Company without a separate written agreement.

5.3. Administrator

A role for Company employees. Powers are determined by internal rules.

6. COURSE PURCHASES AND ACCESS TO CONTENT

6.1. Payment models

The Platform offers two ways to purchase content:

11. One-off Purchase — a single payment for an individual Course with access for the limited term specified on the Course page before payment.

12. Subscription — periodic payment providing access to an Access Tier (a set of Courses) for the paid Subscription Period. Renewal is manual.

6.2. Access and waiver of the cooling-off period

Access is provided automatically after payment confirmation, both for a One-off Purchase and for a Subscription.

IMPORTANT: When purchasing, the User: (1) expressly requests immediate performance of the contract before the end of the 14-day cooling-off period; and (2) acknowledges that, once access to digital content is provided, the right to cancel is lost under Regulation 37 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and Section 36(4) of the Consumer Rights Act 2015. This consent is confirmed by a separate checkbox on the checkout page.

6.3. Access term

- One-off Purchase: for the term specified on the Course page before payment. Access closes automatically on expiry. Renewal requires a further payment. If the Platform closes, 30 days' notice will be given.
- Subscription: throughout the paid Subscription Period. Access to the Access Tier closes automatically on expiry without renewal.

The access term for each Course is a material term and is specified on its page before payment. If no term is specified, contact support before paying: smart@swcfield.com

6.4. Restrictions on use and prohibition of unauthorised recording

Content is intended solely for personal, non-commercial use. Copying, distribution, resale and providing access to third parties are prohibited.

Users are prohibited from:

- making recordings (video, audio or screenshots) of webinars and other Platform events without the Company's written permission;
- distributing recordings or passing them to third parties;
- using recordings for commercial or competitive purposes.

Breach of the recording prohibition constitutes a material breach of the Agreement and results in immediate account suspension.

6.5. Subscription — sign-up and renewal terms

When signing up for a Subscription, the User confirms the following:

- The Subscription is activated upon payment confirmation and provides access to the Access Tier for the Subscription Period.
- There is no automatic renewal. The User's payment details are not stored. Before the Subscription Period expires, the Company emails the User a notification containing a manual renewal link.
- The User renews independently using the email link or the Personal Account. Access is extended from the time the new payment is confirmed.
- If payment has not been received by the end of the current Period, the Subscription is suspended and access closes automatically.

6.6. Subscription cancellation

The User may cancel the Subscription at any time through the Personal Account or by sending a request to smart@swcfield.com.

- After cancellation, access continues until the end of the current paid Subscription Period.
- As there is no automatic renewal, cancellation means declining to renew manually at the end of the period.
- No refund is made for the current Period if access has been provided. See the Refund Policy for details: https://en.swcsmart.com/wp-content/uploads/2026/10/INLD_RefundPolicy_v7_EN.pdf

6.7. Expiry and suspension

13. Access closes automatically when the One-off Purchase term or Subscription Period expires.
14. The User does not lose progress — previously completed materials remain available when access is resumed.
15. The Company is not liable for loss of access caused by failure to pay on time.

The Company recommends monitoring the access expiry date in the Personal Account and renewing in advance.

6.8. Additional course tools

On completion of the “Personal Finance” course, access is provided to “Financial Foundation”, a tool for tracking personal finances. Access is free as an integral part of the Course. Data is stored on the Company’s secure server and is not transferred to third parties for commercial purposes. See clause 6.6 of the Privacy Policy for details.

7. PAYMENT

7.1. Seller and payment agent

The seller of Platform services is INLD LIMITED (“SWC Smart”). Payments are collected through the payment agent TheMerch, acting on behalf of and in the interests of INLD LIMITED under an agency agreement.

The name of a partner terminal of the payment agent TheMerch may appear on the payment page or payment documents. This does not change the seller: INLD LIMITED remains the seller of Platform services. For all payment and access enquiries, contact: smart@swcfield.com

7.2. Payment methods

Payment method	Provider	Currency	Displayed payee
Bank card (RU)	Robokassa (via TheMerch)	Roubles (converted from USD at the provider’s exchange rate)	TheMerch partner terminal
PayPal and bank cards (international)	PayPal (via TheMerch)	Buyer’s card currency (converted at PayPal’s exchange rate)	TheMerch partner terminal

The User's bank card details are not stored on the Company's or payment agent's servers after the transaction is completed.

7.3. Prices and currency

Prices on the Platform are quoted in US dollars (USD). For payments in roubles, the amount is converted from USD at the payment provider's exchange rate at the time of the transaction. For PayPal payments, conversion into the User's card currency is at PayPal's exchange rate.

7.4. Payment confirmation

After successful payment, the User receives an email at their registered email address confirming payment and providing access to the Course or Access Tier. No separate receipt is issued at this stage. The confirmation email constitutes documentary evidence of payment.

If no confirmation email arrives within 30 minutes after payment, check the Spam folder or contact: smart@swcfield.com

7.5. Subscription renewal

Subscription renewal is manual. The Company emails the User a notification before the Subscription Period expires. The notification contains a payment link for the next period. Renewal is also available through the Personal Account.

7.6. Cryptocurrency payments, AML/KYC

The Company accepts cryptocurrency solely as a means of payment for educational content. The Company maintains AML/CFT, sanctions screening and wallet screening procedures. Further details on request: smart@swcfield.com

7.7. Taxes

The User is responsible for tax obligations arising in connection with purchasing Platform services.

8. REFUNDS

See the Refund Policy for details: https://en.swcsmart.com/wp-content/uploads/2026/10/INLD_RefundPolicy_v7_EN.pdf

- One-off Purchase: once access has been provided, the right to a cooling-off refund is lost where express consent has been given. Expiry without use is not grounds for a refund.
- Subscription: no refund is made for the current Period where access has been provided.
- Exceptions: technical failures, duplicate charges and material non-conformity.
- Requests: smart@swcfield.com

Nothing in this section limits mandatory consumer rights in the User's country of residence.

9. SANCTIONS COMPLIANCE

9.1. User representations

- The User is not a Sanctioned Person and does not act in the interests of one.
- The User is not located in a Sanctioned Territory.
- Use of the Platform does not breach UK OFSI, EU or OFAC sanctions.
- The source of funds is lawful.

9.2. Company screening

The Company screens against UK OFSI lists, the EU Consolidated List and the OFAC SDN List. It may refuse registration, suspend an account or decline a transaction if risks are identified.

9.3. Refunds following sanctions-related suspension

Where access is suspended on sanctions, AML or anti-fraud grounds, the Company may retain funds to the extent required or permitted by applicable law. If the review finds no violations, access will be restored or an appropriate remedy provided.

10. PLATFORM USE RULES

10.1. Permitted use

The Platform is for lawful, personal, non-commercial purposes only.

10.2. Prohibited activities

10.2.1. Content:

- Copying, reproduction or distribution without permission.
- Use for commercial purposes or competing products.
- Circumvention of technical protection measures.
- Recording Platform webinars and events (see clause 6.4).

10.2.2. Technical infrastructure:

- Bots, scripts and automated tools.
- Hacking and unauthorised access.
- Malicious code and DDoS attacks.

10.2.3. Prohibition of MLM and pyramid schemes:

- Promoting MLM or pyramid schemes through the Platform.
- Presenting the Platform as an investment instrument or a source of guaranteed income.

10.2.4. Prohibition of competitive activities:

- Using the Platform to promote competing products.
- Using the Tutor role to recruit Participants to competing services.

10.2.5. General prohibitions:

- Spam and fraudulent schemes.
- Impersonating a Company employee without authority.
- Breaching sanctions laws (Section 9).

10.2.6. Anti-bribery and anti-corruption:

- Offering, promising or receiving a bribe or unlawful benefit in connection with activities on the Platform.
- Acts that breach the UK Bribery Act 2010 or equivalent anti-corruption legislation.

11. USER-GENERATED CONTENT (UGC)**11.1. Creating and uploading UGC**

The User is fully responsible for the lawfulness, accuracy and appropriateness of the content they create.

11.2. Company licence to UGC

By uploading content, the User grants the Company a royalty-free, non-exclusive licence to use UGC solely to provide Platform services, improve quality and enable Tutors to assess assignments.

11.3. Prohibition of unlawful UGC

Posting content that breaches the law or third-party rights, or contains malicious code or spam, is prohibited.

11.4. Removal of UGC

The Company may remove content that breaches this Agreement without prior notice. Complaints: smart@swcfield.com. Acknowledgement within 5 business days.

12. AGENT PROGRAMME**12.1. General terms**

The Platform may operate a voluntary Agent Programme. Full terms are in a separate document in the Personal Account: https://en.swcsmart.com/wp-content/uploads/2026/10/INLD_ReferralProgramme_EN.pdf

12.2. Mechanics, restrictions and prohibitions

The Agent Programme is a voluntary marketing programme. Commission is paid only for actual first paid purchases. The Programme is not an investment instrument or a source of guaranteed income.

12.3. Payments, KYC and taxes

- Commission is paid in money under the Programme terms.
- KYC verification may be required before payment.
- Taxes are the User's responsibility.

12.4. Amendment and termination

The Programme may be amended or terminated on 30 days' notice.

13. INTELLECTUAL PROPERTY

13.1. Company rights

All rights to the Platform, Content and translations belong to INLD LIMITED or its licensors.

13.2. Limited licence

A non-exclusive, non-transferable licence to view the Course for personal, non-commercial purposes. It terminates upon breach of the Agreement.

13.3. Trade mark

"SWC Smart" is a protected trading name. Commercial use without permission is prohibited.

14. PERSONAL DATA

14.1. Data controller

INLD LIMITED is the Data Controller. Details: https://en.swcsmart.com/wp-content/uploads/2026/10/INLD_PrivacyPolicy_v8_EN.pdf

14.2. Legal bases

INLD LIMITED processes data on the basis of: (a) performance of a contract — Platform access, payments and agent payments; (b) legitimate interests — fraud prevention, security and service improvement; (c) legal obligations — AML, sanctions and taxes; (d) consent — optional cookies and marketing. Enquiries: smart@swcfield.com

15. LIMITATION OF LIABILITY

15.1. "As is"

The Platform is provided "as is". No financial or other results are guaranteed.

15.2. Liability cap

To the maximum extent permitted by law, the Company's aggregate liability shall not exceed the greater of: (i) the amount paid by the User in the 12 months preceding the claim; or (ii) £100. Exceptions: death or personal injury caused by the Company; fraud; liability that cannot be excluded by law.

15.3. Force majeure

Liability for non-performance due to force majeure is excluded.

15.4. Consumer rights

Nothing in this section limits mandatory consumer rights, including under the UK Consumer Rights Act 2015.

16. SUSPENSION AND TERMINATION

16.1. Grounds

Breach of the Agreement; fraud or AML/sanctions violations; an unjustified chargeback; requirements of public authorities.

16.2. Procedure and right to review

The Company conducts a reasonable review before permanently restricting access. If a violation is confirmed: access is terminated, funds are not refunded, Agent Commission with Pending status is cancelled, and Approved commission is paid less any claw-back.

16.3. Account deletion

Requests: smart@swcfield.com. Recovery is not possible after deletion.

17. DISPUTE RESOLUTION

17.1. Pre-action procedure

Written complaints: smart@swcfield.com. Response within 30 days.

17.2. Court proceedings

The courts of England and Wales, unless the mandatory laws of the User's country of residence provide otherwise.

17.3. EU user rights

ADR in the place of residence; ODR: ec.europa.eu/consumers/odr/

18. FINAL PROVISIONS

18.1. Severability

The invalidity of any provision does not affect the remaining provisions.

18.2. Entire agreement

The ToS + Privacy Policy + Refund Policy + Cookies Policy + Agent Programme Rules constitute the entire agreement.

18.3. Changes

14 days' notice. Continued use constitutes acceptance.

18.4. Notices

To the User: at their registered email address. To the Company: smart@swcfield.com

19. CONTACT INFORMATION

Company: INLD LIMITED ("SWC Smart")

Company number: 12040493 (England and Wales, UK)

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

Support: smart@swcfield.com

Legal enquiries / complaints: smart@swcfield.com

Data protection: smart@swcfield.com

Website: <https://swcsmart.com>

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