

TERMS AND CONDITIONS

Effective Date: July 2026 (exact date to be announced)

Last Updated: July 4, 2026

1. Introduction

These Terms and Conditions ("Terms") govern the Tangem Summer Swap Cashback campaign ("Campaign") operated by Tangem AG, a company organised and existing under the laws of Switzerland, with its registered office at Baarerstrasse 10, 6300 Zug, Switzerland ("Tangem", "we", "our", or "us").

By enrolling in the Campaign, you ("Participant", "you", or "your") acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, do not enroll in the Campaign.

2. Campaign Overview

The Campaign offers enrolled Participants a cashback bonus ("Cashback") on eligible cryptocurrency swaps executed through the Tangem application ("Tangem Express") during the active Campaign period. Cashback is calculated per swap at a flat rate set out in Section 7 and supplemented by a one-time Streak Bonus described in the same section.

The Campaign is expected to run for approximately one month during July and August 2026. Tangem may extend the Campaign Period for the purpose of achieving statistically significant results or for other reasons at its sole discretion. The exact start and end dates will be communicated through the Tangem application and Tangem communication channels. The Campaign will end on the announced end date, on any announced extension end date, or earlier once the available Campaign budget has been exhausted.

Cashback under this Campaign is a promotional rebate on swap activity and does not constitute an investment return, yield, interest, or any form of guaranteed profit on digital assets.

Tangem reserves the right to pause, modify, or terminate the Campaign at any time, at its sole discretion.

3. Definitions

- **"Eligible Swap"** means a swap executed through Tangem Express that satisfies the conditions set out in Section 6.
- **"Enrollment"** means the in-app process described in Section 5 by which a Participant joins the Campaign.
- **"Payout Address"** means the wallet address that the Participant provides at Enrollment for receipt of the Cashback. The Payout Address must be an address of a Tangem wallet that is compatible with the selected coin and Supported Network. Tangem may refuse Enrollment or withhold Cashback where the Payout Address is not a Tangem Wallet address.
- **"Supported Network"** means one of the networks listed in Section 8 on which the Participant may elect to receive the Cashback.
- **"Wallet ID"** has the meaning set out in Section 9.
- **"Campaign Period"** means the period between the announced start date and the announced end date of the Campaign, including any extension announced by Tangem.
- **"Weekly Cycle"** means a calendar week (Monday 00:00 UTC through Sunday 23:59 UTC) during the Campaign Period in which Eligible Swaps accrue Cashback.
- **"Streak Bonus"** means the one-time bonus described in Section 7.3 that is paid to a Participant who completes the required number of Eligible Swaps during the Campaign Period.
- **"Invitation"** means the in-app banner, deep link, push notification, email, or other targeted communication through which Tangem delivers access to the Campaign to a selected Wallet ID.

4. Participation by Invitation

The Campaign is not a public promotion. Access to the Campaign is by Invitation only.

- (a) Tangem selects the Wallet IDs that receive the Invitation using internal criteria, including historical usage patterns within the Tangem application, and delivers the Invitation to those selected Wallet IDs through the Tangem application and Tangem communication channels.
- (b) Not all Tangem clients or Wallet IDs will receive the Invitation. Selection is at Tangem's sole discretion and is not subject to review or challenge. The absence of an Invitation creates no right, entitlement, claim, or expectation of any kind on the part of any Tangem client, Wallet ID, or other person.
- (c) Tangem may deliver different versions of the offer, or vary specific offer parameters, between different selected groups for testing, research, or product-improvement purposes. Any such variation does not create any right of comparison, complaint, or claim for a Participant who receives one version rather than another. Selection for treatment and control groups, and any variation in offer parameters between groups, forms part of Tangem's product and pricing research and does not create any right to receive a particular version of the Campaign or to challenge group assignment.
- (d) Only a Wallet ID that has received an Invitation and has completed Enrollment through the Tangem application may participate in the Campaign. Any attempt to enroll or accrue Cashback without a valid Invitation is void and any Cashback purportedly accrued is forfeit.
- (e) Tangem may use aggregated and anonymised participation data from the Campaign to inform its future product, pricing, and loyalty-program decisions. Nothing in this Section 4 limits the data-processing terms set out in Section 18.

5. Enrollment

Participation requires one-time in-app Enrollment. To enroll, the Participant must:

- (a) open the Campaign screen in the Tangem application via the in-app banner, push notification, deep link, or other Invitation received in Tangem communications;
- (b) select the Cashback coin (USDT or USDC) and the Supported Network on which Cashback will be paid;
- (c) confirm acceptance of these Terms; and
- (d) submit the Payout Address to which Cashback will be sent.

Enrollment applies to the Wallet ID from which the Participant enrolls. Swaps executed before Enrollment are not eligible for Cashback. The Participant may change the Payout Address, Cashback coin, or Supported Network selection only through the mechanisms provided in the Tangem application, if available, and only in respect of Cashback that has not yet been processed for payment.

The Participant is solely responsible for the accuracy of the Payout Address, the compatibility of the Payout Address with the selected Cashback coin and Supported Network, and the security of the wallet controlling the Payout Address. Tangem is not liable for any loss of Cashback caused by an incorrect, unsupported, or compromised Payout Address.

6. Eligible Swaps

To qualify for Cashback, a swap must satisfy all of the following conditions:

- (a) the swap is executed through Tangem Express during the Campaign Period;

- (b) the swap is executed from a Wallet ID that has completed Enrollment before the swap is initiated;
- (c) the swap has a "finished" status (swaps with any other status, including but not limited to "expired", "tx-failed", "paused", or "unknown", are excluded);
- (d) the swap is not a stablecoin-to-stablecoin swap, which is excluded from the Campaign; and
- (e) the swap has a from-amount value in US dollars ("from_amount_usd"), determined at the time of execution, that is equal to or greater than USD 500.

For the purposes of these Terms, "stablecoin" means USDT, USDC, DAI, RLUSD, TUSD, BUSD, PYUSD, FDUSD, USDS, SUSDS, SUSDAI, or any other asset that Tangem designates as a stablecoin from time to time. Tangem may update this list at its sole discretion. All swap directions other than stablecoin-to-stablecoin are eligible, including non-stablecoin-to-non-stablecoin swaps.

7. Cashback Calculation

7.1 Cashback Rate

Cashback for each Eligible Swap is calculated as **0.5% of the from-amount value in US dollars** at the time of execution.

7.2 Per-Swap Cap

The Cashback payable in respect of any single Eligible Swap is capped at **USD 50**. Where the calculated Cashback exceeds this amount, it will be reduced to USD 50.

7.3 Streak Bonus

A Participant who completes at least **five (5) Eligible Swaps** during the Campaign Period is entitled to a one-time Streak Bonus of **USD 10**, in addition to the per-swap Cashback.

The Streak Bonus is credited once per Participant during the Campaign Period, regardless of the number of Eligible Swaps completed above the five-swap threshold. Eligible Swaps are counted from the moment of Enrollment; swaps executed before Enrollment do not count toward the Streak Bonus.

7.4 USD Valuation

The from-amount value in US dollars is determined by Tangem using the pricing sources applied by Tangem Express at the time of swap execution. Tangem's determination of the USD value and the resulting Cashback amount in USD (including the Streak Bonus) is final for the purposes of the Campaign.

8. Cashback Payout

8.1 Payout Currency and Network

Cashback is paid in the coin (USDT or USDC) and on the Supported Network selected by the Participant at Enrollment. The Supported Networks are:

- Ethereum Mainnet
- Optimism
- BNB Chain
- Polygon
- HyperEVM
- Base
- Arbitrum

- Avalanche

Tangem may add, remove, or substitute Supported Networks or supported Cashback coins from time to time. Where an existing selection ceases to be supported, Tangem will use reasonable efforts to notify affected Participants and to accept an updated selection.

Cashback amounts are calculated in US dollars in accordance with these Terms and then paid in the selected stablecoin (USDT or USDC) on the Supported Network. The number of units of USDT or USDC paid corresponds to the USD Cashback amount calculated at the precise time of the Eligible Swap's execution, using the pricing sources applied by Tangem Express at that moment. Tangem does not guarantee that USDT or USDC will maintain a fixed 1:1 value against the US dollar, and any fluctuation in the market value of the stablecoin after payout is solely at the Participant's risk.

Tangem is not liable for delayed, failed, or lost payments due to third-party service failures, including but not limited to smart contract exploits, unexpected hard forks, or the total operational suspension/downtime of any listed Supported Network (including emerging EVM layers).

8.2 Payout Timing

Cashback is paid on a weekly basis. Cashback accrued during a given Weekly Cycle is paid during the following week to the Payout Address recorded at Enrollment. The Streak Bonus, once earned, is paid together with the Cashback of the Weekly Cycle in which the fifth Eligible Swap is completed.

Payouts are subject to verification and review. Tangem uses commercially reasonable efforts to complete payment within seven days after the end of the relevant Weekly Cycle, but does not guarantee any specific payment date. A push notification will be sent to the relevant Wallet ID once payment has been processed.

8.3 Network Fees

Tangem reserves the right to deduct any applicable network transaction fees (gas fees) from the Cashback amount, or to defer or batch small payouts, to ensure cost-efficiency. If the network transaction fee required to execute a payout exceeds the accrued Cashback amount for a given Weekly Cycle, Tangem reserves the right to indefinitely defer the payout until the total accrued balance exceeds the network fee, or to forfeit the payout at its sole discretion.

8.4 Failed or Rejected Payouts

If a Cashback payment cannot be delivered because the Payout Address is invalid, does not support the selected Cashback coin or Supported Network, is blocked, or is otherwise not able to receive the payment, Tangem may retry the payment, request an updated Payout Address, or, at its sole discretion, forfeit the payment. Tangem is not obliged to attempt more than one alternative payment route.

8.5 De Minimis Threshold

Where the total Cashback due to a Participant in respect of a given Weekly Cycle is below USD 2.00, Tangem may defer the payment to a subsequent Weekly Cycle or, at its sole discretion, forfeit the amount.

9. Wallet Identity

For the purposes of this Campaign, each unique Wallet ID (whether a hardware wallet or a hot wallet within the Tangem app) constitutes a separate Participant. Enrollment, per-swap caps, the Streak Bonus, and all other Campaign parameters apply at the Wallet ID level.

Tangem reserves the right to treat multiple Wallet IDs controlled by the same person as a single Participant and to disqualify any or all such Wallet IDs if abuse, sybil behaviour, or coordinated activity is suspected.

10. Campaign Budget

The Campaign operates under a limited total budget for Cashback payments. Once the budget is exhausted, no further Cashback will accrue and the Campaign will be paused or terminated. Tangem is under no obligation to notify individual Participants of the remaining budget or the precise timing of budget exhaustion.

11. Restricted Jurisdictions

The Campaign is not intended for and is not offered to residents of the United Kingdom. Tangem will use reasonable efforts to prevent the display of Campaign materials in the United Kingdom. Where a Participant is a resident of the United Kingdom, Tangem reserves the right to refuse Enrollment and to withhold any Cashback.

This Campaign is a promotional offer related to swap fees and does not constitute an offer of crypto-assets to the public or a solicitation to invest. Where Participants are located in the European Union, any marketing communications about the Campaign are intended to be fair, clear and not misleading and do not claim that Tangem or the Campaign are authorised or supervised under the Markets in Crypto-Assets Regulation.

The Campaign is also not available to residents or nationals of countries or territories that are subject to comprehensive international sanctions, or to persons subject to targeted sanctions. Tangem reserves the right to determine, at its sole discretion, whether a Participant is located in or associated with a restricted jurisdiction.

Participation is void where prohibited by applicable law.

12. Disqualification and Abuse

Tangem reserves the right to disqualify any Participant and to withhold or revoke any Cashback if Tangem determines, at its sole discretion, that any of the following has occurred:

- (a) fraud, manipulation, wash trading, or any form of dishonest conduct;
- (b) creation of duplicate or sybil Wallet IDs to circumvent Campaign limits or to obtain multiple Streak Bonuses;
- (c) use of automated tools, bots, or scripts to artificially generate or route swap volume;
- (d) coordinated activity between Wallet IDs controlled by the same person or a related group of persons;
- (e) submission of a Payout Address that Tangem reasonably believes to be associated with sanctioned parties, illicit activity, or Anti-Money-Laundering concerns;
- (f) failure to pass a verification process (KYC or similar) if requested by Tangem at its sole discretion to prevent fraud or Sybil attacks;
- (g) circumvention or attempted circumvention of the Invitation mechanism described in Section 4, including sharing, transferring, or reselling access to the Campaign; or
- (h) any other activity that Tangem considers to be abusive, deceptive, or contrary to the spirit of the Campaign.

Tangem may place payouts on hold pending investigation without disclosing details that would compromise security controls or third-party investigations. Tangem is not obligated to provide reasons for disqualification, but may do so at its discretion. Tangem's decisions regarding eligibility, disqualification, and payout are final and binding.

13. Modification, Suspension, and Termination

Tangem reserves the right, at its sole discretion, to modify, suspend, or terminate the Campaign, or to amend these Terms, at any time and for any reason. This includes, without limitation, the right to change the Cashback

rate, adjust the per-swap cap, alter the Streak Bonus amount or threshold, alter eligibility criteria, add or remove Supported Networks, extend the Campaign Period, or end the Campaign entirely.

Any changes will take effect immediately upon publication of the updated Terms. Continued participation in the Campaign after any such changes constitutes your acceptance of the revised Terms. Modifications will not retroactively affect Cashback already fully accrued, verified, and processed for payment prior to the change.

14. No Financial Advice

The Cashback provided under this Campaign is a time-limited promotional incentive tied to a rebate on swap activity and is not an investment return, yield, interest, or any form of guaranteed profit on digital assets. The Campaign does not constitute the marketing of a financial instrument, cryptoasset service, or investment opportunity.

Nothing in the Campaign or these Terms constitutes financial, investment, tax, or legal advice. Cryptocurrency swaps involve risks, including the risk of loss of funds through market movement, network congestion, or third-party provider failure. You are solely responsible for evaluating the risks and making your own decisions. Tangem strongly encourages you to seek independent professional advice before participating.

15. No Warranty and Limitation of Liability

The Campaign and the Cashback are provided on an "as is" and "as available" basis. Tangem makes no representations or warranties of any kind, whether express, implied, or statutory, regarding the Campaign, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

To the maximum extent permitted by applicable law, Tangem shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages arising out of or in connection with the Campaign, including but not limited to loss of profits, data, or digital assets, even if Tangem has been advised of the possibility of such damages. Tangem's total liability for any Cashback-related claim shall not exceed the amount of Cashback actually payable to the claiming Participant under these Terms.

Tangem is not liable for delayed or failed payments due to third-party service failures (including but not limited to failures of swap providers, on-chain networks, or payout intermediaries), technical issues, or force majeure events.

16. Taxes

You are solely responsible for determining and fulfilling any tax obligations arising from the receipt of the Cashback and the Streak Bonus, including but not limited to income tax, capital gains tax, or any other applicable taxes in your jurisdiction. Tangem does not provide tax advice and will not withhold taxes on your behalf unless required by law.

17. Data and Privacy

Tangem will process personal data related to the Campaign in accordance with its Privacy Policy, available at <https://tangem.com/docs/en/privacy-policy.pdf>.

By enrolling in the Campaign, you consent to the collection and processing of the data necessary to administer the Campaign, verify eligibility, select and deliver the Invitation, apply the caps and Streak Bonus in Section 7, run anti-fraud and sanctions checks, process Cashback payments, and generate aggregated and anonymised insights for Tangem's product and pricing decisions. This includes, but is not limited to, your Wallet ID, your swap history within the Tangem application, and the Payout Address you provide at Enrollment.

18. General Provisions

18.1 Entire Agreement

These Terms, together with any applicable terms of use of the Tangem application and Tangem Express, constitute the entire agreement between you and Tangem with respect to the Campaign and supersede all prior or contemporaneous communications relating thereto.

18.2 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

18.3 No Waiver

The failure of Tangem to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

18.4 Assignment

You may not assign or transfer any of your rights or obligations under these Terms without the prior written consent of Tangem. Tangem may assign its rights and obligations without restriction.

18.5 Governing Law

These Terms are governed by the laws of Switzerland, without regard to conflict-of-law principles. Any dispute arising out of or in connection with these Terms is subject to the exclusive jurisdiction of the competent courts of Zug, Switzerland, to the extent permitted by applicable mandatory consumer-protection laws.

19. Contact

For questions regarding the Campaign or these Terms, please contact Tangem at support@tangem.com.