

TERMS AND CONDITIONS

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

Last Updated: July 3, 2026

1. Introduction

These Terms and Conditions ("Terms") govern the Tangem Meet Summer Whale 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 based on a volume-tiered schedule set out in Section 6.

The Campaign is expected to run for approximately one month during July and August 2026. The exact start and end dates will be announced through the Tangem application and Tangem communication channels. The Campaign will end on the announced end date or earlier once the available Campaign budget has been exhausted.

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 5.
- **"Enrollment"** means the in-app process described in Section 4 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 EVM networks listed in Section 7 on which the Participant may elect to receive the Cashback.
- **"Wallet ID"** has the meaning set out in Section 8.
- **"Campaign Period"** means the period between the announced start date and the announced end date of the Campaign.
- **"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.

4. 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, or deep link 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 all Wallet IDs installed on the mobile device from which the Participant enrolls. Eligible Swaps from any such Wallet ID on that device will accrue Cashback in accordance with these Terms, subject to the per-pair-per-wallet cap in Section 6.3. Swaps executed before Enrollment are not eligible for Cashback. The Participant may change the Payout Address, coin, or Supported Network selection only through the mechanisms provided in the Tangem application, if available.

The Participant is solely responsible for the accuracy of the Payout Address, the compatibility of the Payout Address with the selected 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.

Once Enrollment is completed, the Payout Address, selected coin and Supported Network are fixed for the duration of the Campaign. If a modification mechanism is made available within the Tangem application, any change requested submitted by a Participant remains subject to Tangem's sole discretion. Tangem may decline, delay or reverse any change request for fraud-prevention, sanctions, technical or operational reasons and is under no obligation to accept or process change requests.

5. 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 are 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 meets or exceeds the applicable tier threshold set out in Section 6.

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.

6. Cashback Calculation

6.1 Tier Schedule

Cashback for each Eligible Swap is calculated as a percentage of the from-amount value in US dollars, according to the following schedule:

From-amount (USD)	Cashback rate
Below \$10,000	0.00%
\$10,000 to below \$20,000	0.10%
\$20,000 to below \$100,000	0.20%
\$100,000 and above	0.50%

6.2 Per-Swap Cap

The Cashback payable in respect of any single Eligible Swap is capped at USD 500. Where the calculated Cashback exceeds this amount, it will be reduced to USD 500.

6.3 Per-Pair-Per-Wallet Cap

The total Cashback payable to a single Wallet ID for Eligible Swaps involving the same trading pair over the Campaign Period is capped at USD 10,000. Once this cap is reached for a given Wallet ID and pair, no further Cashback will accrue for that combination for the remainder of the Campaign Period.

For the purposes of this cap, a "trading pair" is defined by the combination of the from-asset symbol and the to-asset symbol of the swap, treated as directional (for example, BTC/USDT and USDT/BTC are separate pairs).

6.4 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 is final for the purposes of the Campaign.

7. Cashback Payout

7.1 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

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 may add, remove, or substitute Supported Networks or supported 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.

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).

7.2 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.

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 may be sent to the relevant Wallet ID once payment has been processed.

7.3 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.

7.4 Failed or Rejected Payouts

If a Cashback payment cannot be delivered because the Payout Address is invalid, does not support the selected 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.

7.5 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.

8. 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. The per-pair-per-wallet cap in Section 6.3 applies 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.

9. 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.

10. 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.

11. 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 the per-pair-per-wallet cap or any other Campaign limit;
- (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; or
- (g) 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.

12. 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 tier schedule, adjust caps, alter eligibility criteria, add or remove Supported Networks, 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.

13. No Financial Advice

Cashback is a time-limited promotional incentive tied to 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 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.

14. 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.

15. Taxes

You are solely responsible for determining and fulfilling any tax obligations arising from the receipt of the Cashback, 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.

16. 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, apply the caps in Section 6, run anti-fraud and sanctions checks, and process Cashback payments. 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.

17. General Provisions

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

18. Contact

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