

Coinswipe Exchange

Terms and Conditions

I. INTRODUCTION

These Coinswipe Exchange Service General Terms and Conditions (“General Terms”) outline the terms governing your use of the Coinswipe Exchange Service and establish a legally binding agreement (“Agreement”) between you (“Client” or “you”) and Coinswipe, including any of its holding companies, subsidiaries, or affiliated entities (“Coinswipe” or “we”). Throughout this Agreement, you and Coinswipe are referred to individually as a “Party” and collectively as the “Parties.”

II. DEFINITIONS

1. **Base Asset:** The primary Digital Asset in the Trading Pair as displayed on the Coinswipe Platform and in your Coinswipe Account, chosen by you for an Exchange Transaction.
2. **Counter Asset:** The secondary Digital Asset in the Trading Pair as displayed on the Coinswipe Platform and in your Coinswipe Account, chosen by you for an Exchange Transaction.
3. **Exchange:** Any exchange used by Coinswipe for executing an Exchange Transaction.
4. **Exchange Price:** The price at which an Exchange Transaction is executed by Coinswipe, including any applicable fees.
5. **Exchange Transaction:** A sale transaction involving a Trading Pair initiated by you through an Order to Coinswipe, executed by Coinswipe on an Exchange.
6. **Trading Pair:** A combination of a Base Asset and a Counter Asset for which an Exchange Transaction is initiated by you or executed by Coinswipe.
7. **Order:** An instruction from you to Coinswipe to execute an Exchange Transaction and deposit the proceeds, i.e., the Counter Assets, into your Savings or Credit Wallet.
8. Unless otherwise stated, references are made to the Coinswipe Wallet Services General Terms and Conditions and the Coinswipe Loan Terms and Conditions. Defined terms used here have the same meaning as in those documents.

III. CLIENT

1. You may use the Coinswipe Exchange Service only if:

You have opened a Coinswipe Account and met the conditions under Article IV.1, Items 1.1, 1.2, 1.4–1.8 of the Coinswipe Wallet Services General Terms and Conditions.

2. You have completed Identity Verification on the Coinswipe Platform.
By accepting this Agreement, you confirm that you meet all these conditions. If it is determined that you no longer meet these conditions, Coinswipe may suspend or terminate your access to the Coinswipe Exchange Service and/or other Coinswipe Wallet Services, and close your Coinswipe Account.
3. Coinswipe reserves the right, at its sole discretion, to: (i) refuse your request to use the Coinswipe Exchange Service; (ii) change the conditions of the Agreement or service use; (iii) suspend or discontinue the Coinswipe Exchange Service or any other Coinswipe Wallet Services; or (iv) modify or remove features, components, content, incentives, or referral plans.

IV. SERVICE FEATURES

1. The Coinswipe Exchange Service enables you to initiate an Exchange Transaction using Base Assets from your Savings or Credit Wallet, with proceeds deposited into the same wallet.
2. You can only initiate Exchange Transactions for Trading Pairs and within limits specified on the Coinswipe Platform and your Coinswipe Account, subject to change at our discretion.

V. INITIATION AND EXECUTION OF EXCHANGE TRANSACTIONS

1. You must specify the Base Asset and Counter Asset, thus selecting the Trading Pair, before placing an Order with Coinswipe.
2. Exchange Transactions are final and irreversible once you submit instructions to Coinswipe. Orders cannot be modified, withdrawn, or canceled once initiated. You are responsible for all Orders and decisions related to your Coinswipe Account. Coinswipe is not liable for partially completed Exchange Transactions.
3. Once a Trading Pair is selected and the Exchange Transaction can be executed, Coinswipe will display the Exchange Price in your Coinswipe Account. We will strive to secure the best available price but do not guarantee it.
4. Orders will be processed promptly, and you can track their status in your Coinswipe Account. However, processing may take longer due to technical issues, with a maximum of 72 hours. Upon execution, Counter Assets will be credited to your Coinswipe Account.
5. Orders may be rejected due to network issues, significant price differences, or insufficient Counter Assets on Exchanges.
6. Coinswipe may reverse or adjust any Exchange Transaction, cashback, bonus, or reward if an error in the Exchange Price occurs due to system or technical errors.

VI. OBLIGATIONS AND WARRANTIES

1. You declare and confirm that:

You meet the conditions outlined in Article III.1.

Your actions and transactions under this Agreement are valid.

The Base Assets and funds used are not derived from illegal activities.

2. All information and documents submitted are complete and accurate.
3. You are responsible for tax obligations in your jurisdiction and will not hold Coinswipe liable for any tax-related issues.
4. You use the Coinswipe Account, Platform, and Services at your own risk.
5. You agree to:

Use the Coinswipe Account, Platform, and Services in good faith.

Comply with these General Terms, the Privacy Policy, and Applicable Laws.

6. Avoid misrepresentation, fraud, or malicious activities.
Protect against unauthorized access and ensure data privacy.
Inform Coinswipe of any changes to your submitted information within one day.

VII. RISK DISCLOSURE

1. Digital Assets are highly volatile and their value may fluctuate rapidly. We do not guarantee the value or accuracy of Digital Assets or related data. You must assess whether holding Digital Assets suits your financial condition.
2. Digital Assets are not legal tender and are not backed by any government or central bank. Regulatory status is uncertain and may affect their use, value, or the Coinswipe Exchange Service.
3. Digital Assets transactions are recorded on a public ledger and may not be reversible. There is also a risk of fraud or cyberattacks, with potential losses being unrecoverable.
4. We do not provide investment advice, and any information from Coinswipe should not be used to make investment decisions.
5. You are responsible for ensuring that using the Coinswipe Exchange Service is legal in your jurisdiction. Seek independent legal advice if uncertain.

VIII. LIMITATION OF LIABILITY:

1. The Coinswipe Exchange Service is provided "as is," without warranties except as expressly provided. Coinswipe's liability is limited to re-supplying, replacing, or repairing the service or covering those costs.
2. Coinswipe is not liable for losses arising from:

Unforeseeable events or force majeure.

Interruptions or failures in the Coinswipe Platform or external networks.

Acts of third parties.

Unauthorized or ineligible use of the service.

Compliance with laws or governmental actions.

Cybersecurity breaches.

3. We are not liable for incidental, special, or consequential damages. Our aggregate liability is limited to the fees you paid for the service during the 12 months preceding the claim.

IX. DEFAULT INDEMNIFICATION

1. Events of Default include breaches of obligations, illegality of obligations, or inability to contact you. Upon default, Coinswipe may terminate the Agreement and take necessary actions to protect its interests.
2. You must indemnify Coinswipe against claims arising from breaches of these General Terms or Applicable Laws.

X. TERMINATION

1. The Agreement terminates immediately upon closing your Coinswipe Account or discontinuation of the Coinswipe Exchange Service. You may recover any outstanding Digital Assets or their fiat equivalent unless prohibited by law or suspected illegal activity.
2. Termination does not prevent seeking remedies for breaches occurring prior to termination.

XI. NOTICES

1. Notices from Coinswipe are valid when sent to your last used contact details or posted on the Coinswipe Platform. Notices to Coinswipe should be sent in English to support@Coinswipe.io.

XII. GOVERNING LAW AND JURISDICTION

1. The Agreement is governed by the substantive law of Coinswipe's jurisdiction. Disputes shall be settled in the competent court or dispute resolution authority of that jurisdiction. Dispute resolution will be on an individual basis only.

XIII. MISCELLANEOUS

1. Intellectual Property remains Coinswipe's exclusive property. This Agreement, along with the Coinswipe Wallet Services General Terms, Privacy Policy, and Cookies Policy, constitutes the entire agreement and supersedes all prior communications.
2. Coinswipe reserves the right to amend these General Terms, effective from the date of publication on the Coinswipe Platform. Continued use after

amendments signifies acceptance. If you do not accept changes, discontinue using the service.

3. The descriptive headings are for convenience and do not affect interpretation. Invalid provisions do not affect the validity of the remaining provisions. Non-exercise of any right does not constitute a waiver.
4. Coinswipe is not your trustee or investment adviser. Your rights and obligations under this Agreement are non-assignable without Coinswipe's consent. Coinswipe may assign this Agreement at its discretion.
5. Third parties cannot enforce this Agreement. Unsettled issues will be governed by the Coinswipe Wallet Services General Terms. In case of discrepancies, these General Terms prevail, except where stated otherwise.
6. This Agreement is in English, and if translated, the English version prevails.