

Coinswipe

Loan Terms and Conditions

I. INTRODUCTION

These Coinswipe Loan Terms and Conditions (“**General Terms**”) govern the relationship between you (“**Client**” or “**you**”) and any holding company, subsidiary, or entity within the Coinswipe group of companies (“**Coinswipe**” or “**we**”). Hereinafter, you and Coinswipe are referred to individually as a “Party” and collectively as the “Parties”. These terms cover your use of cryptocurrency credit facilities provided by Coinswipe and constitute a legally binding agreement (“**Agreement**”) between the Parties.

II. DEFINITIONS

1. **Applicable Law:** Any law, statute, regulation, ordinance, treaty, guideline, policy, or act issued by any governmental or regulatory authority, including but not limited to the governing law under Art. XV.1. and Art. XV.2. of these General Terms.
2. **Digital Assets:** Any digital assets accepted and supported by Coinswipe, subject to revision, prohibitions, and limitations at any time.
3. **Intellectual Property:** Any intellectual and industrial property rights belonging to Coinswipe, such as trademarks, service marks, logos, copyright, and related rights, know-how, research, publications, agreements, trade and company names, etc.
4. **Interest:** The interest rate accrued in accordance with these General Terms, subject to revision at any time.
5. **Coinswipe Loan:** Any digital assets credit facility granted by Coinswipe, including the total amount of credit due by the Client, comprising the principal, Interest, and any fees due to Coinswipe under this Agreement.
6. **Coinswipe Account:** A personal or business account opened with Coinswipe, through which you can use the Coinswipe Loan and other Coinswipe services.
7. **Coinswipe Platform:** Any Coinswipe website, mobile application, and other official Coinswipe communication channels, including the content and services available through them, along with any updates, upgrades, and versions. References to the Coinswipe Wallet Services General Terms and Conditions and the Coinswipe Exchange Service General Terms and Conditions apply, with all defined terms in these General Terms having the same meanings as in those documents.

III. CLIENT

1. To enter into this Agreement and use the Coinswipe Loan, you must meet the following conditions:

Be at least 18 years old or of legal age to enter into contractual relations with Coinswipe (whichever is later).

Have an Coinswipe Account.

Have read, understood, and agreed to our Privacy Policy and Cookies Policy.

By entering into this Agreement, you confirm that you meet all these conditions. If we determine that you do not meet any of these conditions, we may suspend your Coinswipe Wallet Services and close your Coinswipe Account.

2. At any time, at our sole discretion, we can:

Refuse your request for an Coinswipe Loan.

Change the conditions for entering into the Agreement or using the Coinswipe Loan.

Suspend the provision of the Coinswipe Loan or other Coinswipe Wallet Services.

Change, update, remove, cancel, suspend, disable, or discontinue any features, components, content, incentives, or referral plans related to the Coinswipe Loan.

IV. Coinswipe LOAN AND COLLATERAL

1. Coinswipe will grant you a loan in Digital Assets if you provide the required Digital Assets as collateral by transferring them into the Coinswipe Account or using those already available there ("Collateral"). All such Digital Assets are listed on the Coinswipe Platform and subject to periodic revision.
2. The value of the Coinswipe Loan will be calculated based on the loan-to-value ratio (LTV) indicated on the Coinswipe Platform and subject to periodic revision, against the value of the Collateral at the time of granting. The Collateral value is dynamically calculated by Coinswipe based on its policy, using margin percentages applied to the market value of the Collateral, according to an exchange ratio equivalent to the volume-weighted average price of the relevant Digital Assets across leading cryptocurrency exchanges.
3. You must maintain the necessary Collateral in accordance with the LTV at all times. Unless prohibited by Applicable Law, Coinswipe acquires the ownership and all attendant rights of the Collateral while the loan is outstanding and can dispose of it at its discretion. You agree that Coinswipe can convert, pledge, sell, or otherwise use the Collateral without retaining a like amount or other assets, solely at its discretion.
4. Regarding liquidation, you are responsible for paying the liquidation fee determined by Coinswipe, currently set at 2%, but subject to change. Liquidation fees apply when the term exceeds 180 days or during forced liquidation.

V. INTEREST

1. Compound annual interest begins accruing from the start date of the Coinswipe Loan at the rate determined when the loan is granted and indicated in your Coinswipe Account and on the Coinswipe Platform. The interest rate is subject to periodic revision at our discretion. Interest is calculated daily, with a current rate of 0.1%, including compound interest
2. You must promptly pay all fees, interest, commissions, and other charges as stipulated by Coinswipe. We reserve the right to vary rates and impose additional fees at our discretion.

VI. MARGIN CALLS. LIQUIDATION

1. If the Loan-to-Value ratio (LTV) exceeds certain thresholds, you must provide additional collateral and/or make the required repayments to rebalance the Coinswipe Loan at our request.
2. LTV Threshold Notifications:

When the LTV reaches 60% upon interest addition, Coinswipe will notify you via email. If the LTV reaches 70% upon interest addition, a forced liquidation will occur on the next business day. Coinswipe will sell the necessary amount of BTC to acquire the USDT needed for liquidation, and the remaining BTC will be returned to you.

3. Customer Responsibilities:

You are responsible for all transaction fees and costs related to the liquidation. You bear the responsibility for any losses arising from the liquidation process.

4. You acknowledge and agree that due to the volatile nature of the Digital Assets market, it may not always be possible for Coinswipe to notify you prior to liquidation. You are solely responsible for monitoring market conditions and maintaining your LTV in accordance with these General Terms.
5. Any losses incurred due to BTC price fluctuations during the forced liquidation process will be billed to you.

VII. TERM

1. The Coinswipe Loan matures 180 days from the Start Date (“Maturity Date”).

VIII. REPAYMENT AND WITHDRAWAL

1. Repayment Terms:

The loan must be repaid on the Maturity Date unless the term is extended.

2. Loan repayments can be made 30 days after loan origination. You can repay any amount at any time after 30 days and before the

3. Maturity Date using:

The same Digital Assets as the loan granted.
Other Digital Assets acceptable to Coinswipe.

4. Collateral.

A combination of the above options.

Specific rules may apply to repayments as indicated on the Coinswipe Platform.

Once the loan is fully repaid, all remaining collateral will be transferred back to your Coinswipe Account.

5. Discounts:

Coinswipe may offer discounts on the loan or any part thereof, including the principal or interest, under conditions deemed appropriate by Coinswipe.

IX. OBLIGATIONS AND WARRANTIES

1. You declare, warrant, and confirm that:

You meet the conditions under Art. III.1.

You are the exclusive owner of the Digital Assets used as collateral.

You validly undertake any action or enter into any transaction with regard to the Agreement.

2. The Digital Assets provided as collateral are not derived from illegal activities.

3. You have submitted complete, correct, and up-to-date information to Coinswipe.

4. You are aware of your tax obligations and Coinswipe shall not be responsible for any tax-related issues.

5. You undertake to:

Use the Coinswipe Loan and services in good faith.

Not violate any terms in these General Terms or any applicable law.

Not commit fraud, provide false information, or engage in malicious activities.

6. Not interfere with Coinswipe's systems or infringe on its intellectual property rights.

7. Keep your account information secure and inform Coinswipe of any changes in your contact details within one day.

X. DEFAULT. INDEMNIFICATION

1. An Event of Default occurs if:

You breach any obligations or warranties under these General Terms.

You are unable to pay your debts or enter into debt restructuring.

It becomes illegal for you to perform your obligations under this Agreement.

2. Coinswipe cannot contact you using your most recent contact information.
3. In case of default, Coinswipe is entitled to:

Terminate the loan and/or Agreement immediately.

Declare any outstanding amounts due immediately.

Realize all or part of the collateral.

Take any action necessary to protect its interests.

You shall defend, indemnify, and hold harmless Coinswipe and its affiliates from any claims, damages, or losses arising out of your violation of these General Terms or any applicable law.

XI. RISK DISCLOSURE

1. The regulatory status of Digital Assets is uncertain and varies by jurisdiction. New regulations may affect the Coinswipe Loan or services.
2. You are responsible for determining the legality of using Coinswipe services in your jurisdiction and should seek legal advice if uncertain.
3. Coinswipe may suspend or change services if required by law, without notice, and freeze your Digital Assets until the issue is resolved.
4. Coinswipe is not liable for delays or failures caused by external factors beyond its control.
5. You use the Coinswipe Account and Loan at your own risk, and this section does not cover all potential risks associated with Digital Assets.

XII. LIMITATION OF LIABILITY

1. Neither party is liable for incidental, special, exemplary, punitive, indirect, or consequential damages.
2. Coinswipe is not responsible for managing your Digital Assets or any taxes related to them.
3. Coinswipe disclaims all warranties except as explicitly stated in these General Terms.
4. Coinswipe's liability is limited to re-supplying, replacing, or repairing services or goods, or paying the cost of these actions.
5. Coinswipe's aggregate liability for any loss or damage is limited to the fees you paid in the 12 months preceding the event giving rise to the claim.

XIII. TERMINATION

1. This Agreement terminates immediately upon closing your Coinswipe Account or if Coinswipe discontinues the Loan service.
You can recover your Digital Assets from a suspended or closed account unless prohibited by law or related to unlawful activities.

Termination does not prevent seeking remedies for breaches prior to termination.

XIV. NOTICES

1. Notices from Coinswipe to you are valid when sent to your last used email, mailing address, or phone number or posted on the Coinswipe Platform.
2. Notices from you to Coinswipe must be sent in English to support@Coinswipe.io.

XV. GOVERNING LAW AND JURISDICTION

1. This Agreement is governed by the substantive law of Coinswipe's jurisdiction.
2. Disputes will be referred to the competent court or authority as per Coinswipe's jurisdiction.
3. Disputes will be resolved on an individual basis, not as part of a class or representative action.

XVI. MISCELLANEOUS

1. Intellectual property remains the exclusive property of Coinswipe and cannot be used without consent.
2. This Agreement, along with other relevant terms and policies, constitutes the entire agreement between you and Coinswipe.
Coinswipe reserves the right to amend these General Terms, which will apply to new loans.
3. Headings are for convenience and do not affect interpretation.
Invalidity of any provision does not affect the validity of the remaining provisions.
4. Failure to enforce any provision does not constitute a waiver.
Granting the loan does not create a fiduciary relationship; Coinswipe may charge fees as indicated on its platform.
5. Your rights and obligations are not assignable without Coinswipe's consent; Coinswipe can assign this Agreement without notice.
Issues not covered by these terms are governed by Coinswipe Wallet Services General Terms and Conditions. In case of discrepancies, these terms prevail unless stated otherwise.