

Coinswipe Wallet Services General Terms and Conditions

I. INTRODUCTION

These General Terms and Conditions (“General Terms”) outline the agreement between you (“Client” or “you”) and any company within the Coinswipe group (“Coinswipe” or “we”), collectively referred to as the “Parties,” regarding your use of Coinswipe’s services. This legally binding agreement (“Agreement”) details your rights and obligations when using our services.

Please review these General Terms carefully before using our services. By using our services, including completing the sign-up process, you agree to these General Terms and enter into a contractual relationship with Coinswipe.

II. DEFINITIONS

1. **Applicable Law:** Any law, regulation, ordinance, or guideline issued by any governmental or regulatory authority that applies to these General Terms and Coinswipe’s services.
2. **Business Day(s):** Days when banking institutions in the relevant jurisdiction are open for business, excluding weekends and public holidays.
3. **Digital Assets:** Cryptocurrencies and stablecoins accepted by Coinswipe, subject to change, restrictions, and limitations.
4. **Fork:** A change to the underlying protocols of a Digital Asset’s network.
5. **Intellectual Property:** Rights owned by Coinswipe, including trademarks, copyrights, logos, and other intellectual and industrial property.
6. **Coinswipe Account:** Your personal or business account with Coinswipe used to access Coinswipe Wallet Services.
7. **Coinswipe Card:** A virtual or physical card issued by Coinswipe, usable in specific jurisdictions as part of our Wallet Services.
8. **Coinswipe Exchange Service:** Services involving the execution of exchange transactions and the addition of Digital Assets to your Savings or Credit Wallets on Coinswipe.
9. **Coinswipe Platform:** The website, mobile app, and other official communication channels of Coinswipe, including their content and services.
10. **Coinswipe Wallet Services:** All services provided by Coinswipe through the Coinswipe Platform.

11. Personal Data: Information required for identity verification, service use, and regulatory compliance. Definitions not explicitly defined here will have the meanings assigned to them in the Coinswipe General Terms and Conditions.

III. Coinswipe WALLET SERVICES

1. The Coinswipe Wallet Services include:

Digital Asset Wallet: A wallet for storing approved and supported Digital Assets.

2. Coinswipe Exchange Service: The service for executing exchange transactions and adding Digital Assets to your Coinswipe Account.
3. Coinswipe Transfer Service: Transferring Digital Assets between Coinswipe Accounts or to external recipients.
4. Incentive Programs: Any promotional programs offered through the Coinswipe Platform.
5. Other Products or Services: Additional offerings available via the Coinswipe Platform or your Coinswipe Account.
Certain features or Digital Assets may not be available to all Clients or at all times, as indicated on the Coinswipe Platform.
6. Your Coinswipe Account allows you to:

Request Coinswipe Wallet Services.

View your balance and transaction history.

Top up, withdraw, and transfer Digital Assets, subject to availability and our discretion.

Perform related actions as specified.

IV. ONBOARDING

1. By opening your Coinswipe Account or using our services, you confirm that:

You are the rightful owner of any Digital Assets or fiat currency associated with your Coinswipe Account.

You own your Coinswipe Account and are not acting on behalf of another individual or entity.

You comply with all applicable laws, including tax and registration requirements.

You have read, understood, and agreed to our Privacy Policy and Cookies Policy.

2. You are not permitted to:

Open multiple Coinswipe Accounts.

Open a new account if we have previously suspended or terminated your account.

When requesting an account, provide all required information and documents for identity verification and transaction validation. Coinswipe may verify this information through secure databases, and you consent to electronic identity checks.

3. We may refuse to open your account or provide access to our services. Ensure that all information provided is accurate and up-to-date. Notify us of any changes promptly.
4. You are responsible for obtaining and maintaining necessary hardware and software, including security and antivirus protection. You are liable for any unauthorized access to your account or device. Notify us immediately if your device is lost, stolen, or accessed without authorization, and reset your password as needed.

V. TOPPING-UP OF DIGITAL ASSETS

1. You can top up Digital Assets into your Coinswipe Account by transferring them from your personal wallet. Ensure you use the correct address and that the Digital Assets are approved and supported by Coinswipe. Incorrect transfers or unsupported assets will be irreversibly lost, and we are not liable for such losses.
2. Transfers are confirmed once your wallet balance is updated. We reserve the right to reject transfers and return the amount to the original wallet if necessary.
3. If you lack the required Digital Assets or face limitations, you can purchase them by transferring the payment to a designated Coinswipe bank account or using a credit/debit card. All transaction fees are your responsibility, and transactions are governed by third-party service terms. Once purchased, Digital Assets are added to your Coinswipe Account and are final and irreversible. We are not liable for any delays or issues with transactions.

VI. WITHDRAWAL

1. Subject to the Coinswipe General Terms and Conditions, you may request the withdrawal of all or part of your Digital Assets, excluding those used as Collateral, to your personal wallet. Withdrawals within the limits set by Coinswipe, which may be revised at our sole discretion, will be processed within a few days of receiving your request. For withdrawals exceeding these limits, processing may take longer to ensure the safety of your Digital Assets and Interest, if applicable. However, Coinswipe will make every effort to process these requests within 72 hours.

VII. DIGITAL ASSETS TRANSFERS

1. You may transfer any Digital Assets, excluding those used as Collateral and those subject to transfer prohibitions or limitations as stated on the Coinswipe Platform, from your Digital Asset Wallet to a specified third-party wallet. We will process all Digital Asset Transfers based on your instructions but do not guarantee the recipient's identity. It is your responsibility to verify all transaction details before submitting instructions. Once processed, Digital

Asset Transfers cannot be canceled or reversed. Ensure you have sufficient Digital Assets in your wallet before instructing a transfer. If there are insufficient funds, the transfer will be rejected. By instructing us, you authorize Coinswipe to debit your wallet for the full amount required to complete the transfer.

2. We are not responsible for the delivery, quality, safety, legality, or other aspects of any goods or services purchased from or sold to a third party using transferred Digital Assets. Any disputes or issues with such transactions must be resolved directly with the third party.

VIII. RISK DISCLOSURE

1. Digital Assets are highly volatile compared to fiat currencies and other assets, potentially leading to significant losses. We make no representations or warranties regarding the value of Digital Assets or the quality of data provided by Coinswipe. Digital Assets are not legal tender, are not government-backed, and generally lack underlying assets. The regulatory status of Digital Assets is uncertain and subject to change, which could affect their use and value. Ownership of Digital Assets is often recorded on a public ledger and cannot be reversed. There is an increased risk of fraud or cyberattacks with Digital Assets, and losses due to fraudulent transactions may not be recoverable. We do not provide investment advice, and you should assess the suitability of Digital Assets based on your financial situation.

IX. FORKS

1. Digital Assets' underlying protocols may undergo sudden changes, leading to multiple versions of a network or Digital Asset. This can affect the value and function of the original Digital Asset. We may temporarily suspend services to determine which network to support and may choose not to support the original or new versions. Unsupported Digital Assets may be retained at our discretion.

X. OBLIGATIONS AND WARRANTIES

1. You confirm that:

You meet the conditions under Section IV.

Any Digital Assets or funds used in your Coinswipe Account are not derived from illegal activities.

2. All information and documents provided to Coinswipe are complete and up-to-date.
3. You are responsible for any taxes related to your Digital Assets and will not hold Coinswipe liable for tax obligations or uncertainties.
You use Coinswipe services at your own risk.

4. You agree to:

Use Coinswipe services in good faith.

Comply with all terms, laws, and regulations.

Avoid fraud, unauthorized activities, and spamming.

Not interfere with our systems or engage in malicious activities.

Maintain data security and inform us of any changes within 1 day.

XI. Coinswipe REFERRAL PROGRAM

1. The referral program is available to users who refer new clients to Coinswipe. Participation is non-transferable and subject to the terms on the Coinswipe Platform. Coinswipe may amend these terms at its discretion, with changes effective upon publication.

XII. REFUSAL, LIMITATION, SUSPENSION, OR TERMINATION OF SERVICES

1. Coinswipe reserves the right to refuse or cancel any service request, impose limits, or suspend/terminate services for reasons including legal compliance, suspected unlawful activity, or system defects. Digital Assets in suspended or closed accounts may be frozen until resolved. We may also update, cease support for Digital Assets, or change incentive programs without liability. We will notify you of such actions unless impractical. Your obligations continue even if services are limited or terminated, and we are not liable for any related damages.

XIII. PERSONAL DATA

1. We collect and process your Personal Data to provide Coinswipe services. By using our services, you consent to this processing and confirm you have read and agree to our Privacy and Cookies Policies. You can withdraw consent by closing your account, but we may retain your data as required by law.

XIV. LIMITATION OF LIABILITY

1. Coinswipe provides services “as is” without additional warranties except as stated. We disclaim all other warranties and limit our liability to re-supplying, replacing, or repairing services, or covering related costs. We are not liable for indirect, incidental, or consequential damages. Our total liability is capped at the fees you paid in the last 12 months. We are not responsible for third-party service faults beyond reasonable care.

XV. DEFAULT INDEMNIFICATION

1. Events of Default include breaches of obligations, illegal performance of obligations, or inability to contact you. In such cases, Coinswipe may terminate the Agreement immediately and take necessary actions. You agree to indemnify Coinswipe and its affiliates against any claims arising from your use of Coinswipe services or breaches of the Agreement.

XVI. TERMINATION

1. The Agreement ends when you close your account or if Coinswipe discontinues the services. If there's an outstanding balance, you can recover Digital Assets unless prohibited by law or suspected to be obtained unlawfully. Termination doesn't prevent seeking remedies for breaches that occurred before termination.

XVII. NOTICES. ELECTRONIC COMMUNICATIONS

1. Notices from Coinswipe are valid when sent to your last used contact information or posted on the Coinswipe Platform. You must contact Coinswipe via email to support@Coinswipe.io. We aim to respond within 20 days but are not liable for any losses during this period. You are responsible for the security of instructions sent through Coinswipe.

XVIII. GOVERNING LAW AND JURISDICTION

1. This Agreement shall be governed exclusively by the substantive law applicable in the jurisdiction of Coinswipe. Any disputes arising from or related to this Agreement (the General Terms), which are not amicably resolved between the parties, shall be submitted to the competent court or other dispute resolution authority in accordance with the procedural law of Coinswipe's jurisdiction. You agree that any dispute resolution process conducted under the applicable law will be handled on an individual basis and not as part of a class action, consolidated action, or representative proceeding. No court or other dispute resolution authority may consolidate multiple claims or oversee any form of class, consolidated, or representative action. Relief granted will not affect other clients of Coinswipe.

XIX. MISCELLANEOUS

1. Your use of the Coinswipe Wallet Services may incur fees, which are exclusive of taxes and may be deducted from your Coinswipe Account, if applicable. Fees are subject to change at Coinswipe's sole discretion.
2. Intellectual Property remains the exclusive property of Coinswipe and may not be reproduced, displayed, distributed, republished, broadcast, transmitted, modified, or used in any other manner by you without prior explicit written consent from Coinswipe.
3. This Agreement, along with the Privacy Policy and the Cookies Policy, constitutes the entire agreement between you and Coinswipe regarding the use of the Coinswipe Wallet Services. It supersedes all prior agreements, understandings, representations, or communications, whether written or verbal.
4. Coinswipe reserves the right to amend or supplement these General Terms at any time. Such changes will be effective from the date of publication on the

Coinswipe Platform unless stated otherwise. You are responsible for reviewing the Coinswipe Platform regularly for updates. We may also change, add, or remove features or functionalities of the Coinswipe Platform without prior notice. Continuing to use the Coinswipe Platform or Wallet Services after any amendments or changes indicates your acceptance of the revised General Terms and the updated Coinswipe Platform. If you do not agree with the changes, you should cease using the Coinswipe Platform and/or Wallet Services immediately.

5. Headings in these General Terms are for convenience only and do not affect the interpretation of this Agreement.
6. If any provision of these General Terms is found to be invalid, the remaining provisions will continue in full force and effect.
7. A failure by Coinswipe to enforce any right or provision of these General Terms does not constitute a waiver of that right or provision.
8. Providing the Coinswipe Wallet Services does not create a fiduciary relationship between us, and Coinswipe is not your trustee or investment advisor. Coinswipe has no obligations regarding your Coinswipe Account other than those specified herein.
9. Coinswipe reserves the right to amend or supplement these General Terms at any time. Such changes will be effective from the date of publication on the Coinswipe Platform unless stated otherwise. You are responsible for reviewing the Coinswipe Platform regularly for updates. We may also change, add, or remove features or functionalities of the Coinswipe Platform without prior notice.
10. Your rights and obligations under this Agreement are non-assignable and non-transferable without Coinswipe's prior written consent. Coinswipe reserves the right to assign, delegate, or transfer this Agreement and its rights and obligations to any third party without notice or your consent.
11. Only legal entities within the Coinswipe group may enforce this Agreement. No other person or entity may enforce it.
12. This Agreement is drafted in English. In the event of a translation into another language, the English version will prevail.