

# TERMS AND CONDITIONS OF USE

## CoinSwappy

As used herein, "Company", "CoinSwappy", "Ourselves", "Website", "We", and "Us" collectively refers to the internet website "CoinSwappy.com" ("Website") and to its owners, operators, employees, directors, officers, employees, agents, insurers, suppliers, and attorneys. "Client", "Customer", "User", "You" and "Your" refers to you, the person accessing "CoinSwappy" by accepting the Terms of Use. "Party" refers to either You or Us and "Parties" refers to You and Us collectively. "Virtual Currency" or "VCs" refers to crypto-currencies, i.e., unregulated digital money, which is issued and usually controlled by its developers, and used and accepted among the members of a specific virtual community, including but not limited to Bitcoins, NEO, Ether, Litecoin, Ripple, Dash, etc.

Depending upon context, "CoinSwappy" may also refer to the services, products, website, content or other materials (collectively, "Materials") provided by the Company.

By using the Website and further by accepting to avail the services offered by the Website ("Service"), You are hereby agreeing to accept and comply with the terms and conditions of use stated herein below ("Terms of Use").

You should read, agree, and accept the entire Terms of Use prior to Your use of this Website or any of the Service provided by Us. You are hereby expressly barred from accessing the Website or availing the Service unless You agree and accept these Terms of Use.

As long as you agree to and comply with these Terms of Use, CoinSwappy grants to You a personal, non-exclusive, non-transferable, non-sub-licensable, and limited right to enter and use the Website and the Service.

## DISCLAIMER

1. CoinSwappy only provides a platform for trading in Bitcoins. The User hereby expressly agrees and warrants that -
  - a. The User is aware that VCs are volatile commodities, whose price is subject to sharp changes which may cause large profits or losses to the user;
  - b. CoinSwappy has in no way induced or lured the User into swapping to VCs
  - c. The Virtual Currencies used to swap have been received by the User through legal means and channels and are not in any way connected with any illegal or fraudulent activity;
  - d. The User is the legitimate owner and is allowed to use all VCs deposited on his/her Account and that the transactions being carried out by the User do not infringe the rights of any third party or any applicable laws;
  - e. All information provided by the User to CoinSwappy are true and accurate in all respects;
  - f. The User is above 18 years of age and has the legal and mental capacity to enter into legally binding contracts with third parties; and
  - g. The User is aware that CoinSwappy may change these Terms and Conditions at any time and the User hereby gives consent in advance to such change.

2. CoinSwappy and its owners/affiliates are not liable for any damages caused by any performance, failure of performance, error, omission, interruption, deletion, defect, delay in transmission or operations, computer virus, communications line failure, and unauthorized access to the personal accounts. CoinSwappy is not responsible for any technical failure or malfunction of the software or delays of any kind. We are also not responsible for non-receipt of registration details or e-mails. Users shall bear all responsibility of keeping the password secure. CoinSwappy is not responsible for the loss or misuse of the password.
3. CoinSwappy is not responsible for the content of any of the linked sites. By providing access to other web-sites, CoinSwappy is neither recommending nor endorsing the content available in the linked websites.
4. CoinSwappy and the User are aware that although there is no legal bar or impediment to trading in Bitcoins in India at the moment,
  - a. the Reserve Bank of India (RBI) has issued a press release no. 2013-2014/1261 dated 24th December 2013 whereby it has stated that "The creation, trading or usage of VCs including Bitcoins, as a medium for payment are not authorised by any central bank or monetary authority. No regulatory approvals, registration or authorisation is stated to have been obtained by the entities concerned for carrying on such activities. As such, they may pose several risks to their users".
  - b. The press release further states that the RBI is still "examining the issues associated with the usage, holding and trading of VCs under the extant legal and regulatory framework of the country". The full text of the said press release can be found at [http://rbi.org.in/scripts/BS\\_PressReleaseDisplay.aspx?prid=30247](http://rbi.org.in/scripts/BS_PressReleaseDisplay.aspx?prid=30247).
  - c. The User is hereby made aware of the nebulous legal situation regarding Bitcoins and CoinSwappy shall not be liable for any proceedings against the User in any Court of law or before any governmental, administrative, regulatory, judicial or quasi judicial authority.

## Terms of Service:

1. CoinSwappy is neither the creator nor the administrator of any Virtual Currency. It merely acts as an aggregator and intermediary between the User and the various virtual currency exchanges across the globe through External Websites.
2. The Service operated by the Company in the name of CoinSwappy allows buyers ("Buyers") and sellers ("Sellers"), to buy, sell and exchange VCs on virtual currency exchanges by accessing External Website via the Website. The Service provided by CoinSwappy allows all users of the Website, to exchange VCs directly with other VCs from various virtual currency exchanges.
3. All kinds of fee are included in the quantities shown to You during the comparison of rates across the VC exchanges. All payments towards fee shall be made by way of VCs only.
4. CoinSwappy has no control over the generation, distribution, retention or termination of VCs. CoinSwappy does not control market volatility of VCs. It merely acts as an intermediary for the services offered, which are more fully set out herein
5. CoinSwappy does not provide any warranty of any kind, either express or implied. Services and the Website and any information or content contained therein is provided on an "as-is" and "as available" basis. User avails of the Services and / or dealing in VCs does so at their own risk and with full disclosure of possible wiping out of the entire holding or valuation, in the event of the occurrence of any of the risk factors including but not limited to changes in regulatory or legal position in India or restrictions that may be placed on CoinSwappy, it is hereby expressly declared that CoinSwappy offers no warranty of any kind regarding the Website or the Services.

6. All Services are provided without warranty of any kind, either express or implied. While we strive to provide you with the uninterrupted Service, we do not guarantee that the access to this Website will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information. We will use reasonable endeavors to ensure that the Website can normally be accessed by You in accordance with these Terms of Use. We may suspend use of the Website for maintenance and will make every reasonable effort to give You reasonable notice. You acknowledge that such notice, however, may not be possible in every situation.
7. Users are hereby also duly cautioned that presently in India, VCs including Bitcoins, as a medium for payment are not authorised by any central bank or monetary authority of India. The Reserve Bank of India ("RBI") has issued two circulars, in 2013 and again in 2017, cautioning users regarding the risks involved with respect to VCs. Users in India shall therefore avail of the Services and access the Website subject to the above caution issued by the RBI and solely at their own risk.
8. CoinSwappy does not encourage the violation of any laws and cannot be held responsible for violation of such laws in any jurisdiction of the world. It is Your responsibility to follow the laws of Your country of residence and/or country from which You access this Website.

## Taxes:

- It is Your responsibility to determine, collect, report, and submit any taxes applicable to the payments You make or receive in connection with the use of the Website and the Service to the appropriate tax authority.
- CoinSwappy is not responsible for determining whether taxes apply to Your transaction, or for collecting, reporting or remitting any taxes arising from any transaction undertaken via the Website.

## Privacy Policy:

- CoinSwappy collects information with respect to Your VC wallet addresses and Your IP address.
- CoinSwappy does not in any way obscure the information that it does request or obtain.
- Due to the inherent transparency of blockchains of VCs, transactions to and from the Website are public, and may be disclosed by Us, to any third party, including but not limited to government regulators.
- We may also place cookies on Your device while You access the Website. Cookies collect User information including Website usage, visits to the Website and other User generated information. Cookies allow Users to navigate from page to page without having to re-login each time, count visits, and see which areas and features of the Website are popular. Any sensitive information in these cookies are encoded so that only CoinSwappy can interpret the information stored on them. The cookies are placed for the following purposes:
  - Recognize You as a CoinSwappy User,
  - Collect information about Your computer to mitigate risk and help prevent fraud,
  - Customize Your experience, content, and advertising, and
  - Measure promotional effectiveness.
- Further, use of cookies and other technologies may allow CoinSwappy and third parties to collect information about User browsing activities over time and across different Websites following use of Service.

- CoinSwappy may also ask for mobile/phone verification from user while creating transactions for some exchanges and store this information to provide a better experience to our users. Phone numbers that end users provide for authentication will be sent and stored by third party phone verification services to improve their spam and abuse prevention.
- CoinSwappy may also uses third party analytical tools to collect data about usage of Website. The information collected identifies the types and timing of actions taken, including installation, registration, uploading, and certain types of navigation.
- All of this information is used internally for the purpose of understanding how the Website is being used and to improve the same.
- You are advised to not utilizing CoinSwappy to obscure transactions or assets in any way.
- Law enforcement has full access to blockchain information with respect to VCs that go in or out of CoinSwappy's system.
- You accept that CoinSwappy will comply with all legal requests for information and reserves the right to share the information shared by You in its sole discretion.

## Risks:

The use of the Website and the Service may entail the following risks:

1. Virtual Currency transactions are irreversible after they hits the network and once a transaction is initiated by You, it can neither be cancelled, modified nor reversed by Us.
2. The values of VCs are highly volatile and tends to fluctuate, due to which there may be increase or decrease in the value of the VC You receive after conversion. VCs are subject to large swings in value and may even become worthless. There is always an inherent risk of losses associated with buying, selling or trading in VCs. It is also possible that the valuation and price of VC changes after the transaction has been initiated by You or during the course of the transaction, and You are hereby advised of the same. Under no circumstance shall CoinSwappy be liable for any such changes or fluctuations.
3. VCs are an as-yet autonomous and largely unregulated worldwide system of value transfer between private parties. It is not backed by any government or commodities and hence may be susceptible to risks not generally associated with other forms of legal tenders.
4. As VC is digital cash managed by a peer-to-peer system of networks, there is also the risk of loss of confidence in VC trading. The valuation of VCs is based on a supply and demand economy model.
5. There may be additional risks that we have not foreseen or identified in these Terms of Use.
6. You should carefully assess whether Your financial situation and tolerance for risk is suitable for buying, selling or trading VCs.

## Limited Right of Use

1. Unless otherwise specified, all Materials on this Website are the property of the Company and are protected by copyright, trademark, and other applicable laws.
2. You may view, print, and/or download a copy of such Materials on any single computer solely for Your personal, informational, non-commercial use, provided You keep intact all copyright and other proprietary notices. T
3. he trademarks, service marks, and logos of CoinSwappy and others used in this Website ("Trademarks") are the property of the Company and their respective owners.
4. The software, text, images, graphics, data, prices, trades, charts, graphs, video, and audio used on this Website belong to Company.

5. The Trademarks and Materials should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, whether manual or automated.
6. The use of any such Materials on any other website or networked computer environment for any other purpose is strictly prohibited; any such unauthorized use may violate copyright, trademark, and other applicable laws and could result in criminal or civil legal actions and penalties.

## Usage:

Each User shall ensure compliance to the following terms while availing or accessing the Website or the Service:

1. The Website is solely for personal and non-commercial use.
2. By accessing the Website, You agree to provide Company with current, accurate, and complete information about Yourself as prompted by our Privacy Policy, and to keep such information updated. You further agree that You will not use or trade in VCs using VCs than Your own, and obtained through legal channels and for legal purposes.
3. If there is any suspicious activity related to the transaction undertaken by You via the Website, We may, but are not obligated, to request additional information from You, including authenticating documents, and to freeze any transactions pending Our review.
4. You are required to notify CoinSwappy, immediately, of any unauthorized use of the Website or Service that You may become aware of, by submitting a ticket on our support helpdesk ([https://tawk.to/chat/5a43455ebbdfe97b137fd71c/default/?\\$tawk\\_popout=true](https://tawk.to/chat/5a43455ebbdfe97b137fd71c/default/?$tawk_popout=true)). The User who violates these Terms of Use may be the concerned authorities or restricted from accessing the Website, and further shall also be held liable for losses incurred by Company or any User of the Website.
5. **You hereby agree that You shall not use the Website or our Service, in connection with any activity violating any law, statute, ordinance, or regulation of any jurisdiction. Further, You shall not exchange VCs via using the Website that are obtained through illegal activities and You will also not use the Service to perform any illegal activity of any sort, in any jurisdiction, including but not limited to, money laundering, illegal gambling operations, terrorist financing, or malicious hacking. Source of VCs exchanged by You is not known to CoinSwappy and You hereby agree to ensure that it always comes from legitimate sources.**
6. CoinSwappy only acts as an information intermediary and an aggregator of various virtual currency exchanges. In case of any technical or manual error that happens by CoinSwappy, the Company will, on a best effort basis, take the steps undertake the requisite corrections including the involved transactions and/or records and will intimate You about the correction in a timely manner. If such correction creates a liability on You, You will be required to incur that liability.
7. You need to understand that You agree to the above and authorise Us to suspend Your access if You are found to be in violation of these Terms of Use.

## External Websites:

1. The Website may provide links or other forms of reference to other websites ("External Websites") or resources over which We have no control.
2. You acknowledge that CoinSwappy is providing any such links or references of External Websites or resources to You, including APIs to various virtual currency exchanges, only as a convenience to You and that CoinSwappy makes no representations whatsoever about any

External Websites which You may access through or via this Website, including such External Websites being free of such items as viruses, worms, trojan horses, and other items of a destructive nature.

3. CoinSwappy is not responsible for the availability of, and content provided on any External Websites.
4. You are requested to review the terms of use and policies posted by such External Websites regarding privacy and other topics before use.
5. CoinSwappy is not responsible for third party content accessible through the Website, including opinions, advice, statements, prices, activities, and advertisements, and You shall bear all risks associated with the use of such content or trading VCs on such External Website.

## Prohibition on Money Laundering / Illegal Activities:

CoinSwappy has zero tolerance towards use of its Services for any illegal purpose. Any such abuse by any User shall result in forthwith restriction of access and reporting of such activities to concerned regulatory and statutory authorities. CoinSwappy shall report all suspicious activities to the concerned authorities to ensure initiation of investigation and prosecution against You, if required.

1. Users shall not use circumvention or obfuscating technologies to mask their IP addresses or to hide transaction details.
2. Users shall not create or circulate any technologies which violate or which would facilitate other users to violate the terms hereof including for masking IP addresses or to obfuscate transaction details.
3. Users shall not misrepresent, misinform or misguide CoinSwappy in any manner. Users are hereby duly informed that We shall share all details with regulatory or legal authorities and the User shall be solely responsible for the correctness of the contents provided or for legal action for false or incorrect information furnished.
4. Users are cautioned against undertaking any suspicious activity on or through the Website. In the event of any suspicious or large transactions being undertaken by You, CoinSwappy shall have the right but not the obligation to verify such activity by sharing Your IP address with the relevant authority, and if required, suspend the transactions or freeze Your access.
5. Notwithstanding the foregoing, if in CoinSwappy's sole discretion, the source of any VC is illegal or suspicious, CoinSwappy reserves the right to retain and confiscate all VCs related to such illegal or suspicious activity.

## Limitation of Liability:

1. Users of this Website are responsible for their actions in connection with the use of the Website and Service.
2. CoinSwappy is not responsible for the outcome, whether positive or negative, of any action performed by any of its Users within or related to the Website / Service.
3. The Parties agree that in no event shall CoinSwappy or its affiliates, officers, directors, agents, employees, and suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the use of our Website, Service, or these Terms of Use.
4. User shall not invest in VCs under any assumption of high earnings or profits. VCs being digital assets issued by private entrepreneurs are subject to market risks and volatile pricing, which may even render them worthless. Users are therefore cautioned of the inherent risks involved in procuring VCs.

5. Use of CoinSwappy may carry risks as also detailed in the Risk section above, and is to be used as an experimental software only. In no event shall CoinSwappy be liable or responsible for any damages, claims, applications, losses, injuries, delays, accidents, costs, business interruption costs, or other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, loss of VCs or digital assets, work stoppage, data loss, computer failure or malfunction, or any other commercial or other losses directly or indirectly arising out of or related to these Terms of Use; the Privacy Policy, any service of CoinSwappy, the use of CoinSwappy, exchange of Your digital assets or VCs by any other party not authorized by You (collectively, all of the foregoing items shall be referred to herein as "Losses"). CoinSwappy is hereby released by You from liability for any and all Losses. The foregoing limitations of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, strict liability, or any other basis, even if CoinSwappy has been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of other remedies. Notwithstanding anything else in these Terms of Use, in no event shall the combined aggregate liability of CoinSwappy for any Loss exceed US\$ 25. In the event that any transfers of VCs are erroneously credited, the User is bound to report the same and to arrange to refund or transfer it to relevant VC exchange or to the rightful owner, as confirmed by the relevant VC exchange. Failure to do so would amount to a material breach and in addition to remedies available through court processes.
6. Services are strictly available for personal use only within jurisdictions that permit transactions or trading in VCs or where such transactions have not been curtailed. In the event that a User resides in any such jurisdiction where transactions in VCs is prohibited, Users shall not use the Website or the Services to conduct any transaction in VCs. In the event that such transgression is brought to the notice of CoinSwappy, the Company shall forthwith restrict Your access to the Website. Users are therefore duly warned against availing Website and Services, where there is a specific ban against the transactions envisaged and offered by CoinSwappy. The Parties agree that the Users shall be solely responsible for ensuring compliance with the above duty and responsibility to follow the laws of the country of residence.
7. **This Agreement is subject to confirmation by the Government of India, of the legality of dealing in VCs and in the event that the Government of India were to hold such dealing to be invalid or illegal in India, this agreement shall stand automatically terminated without further notice to User. CoinSwappy has given full disclosure of the current Government and regulatory status with respect to VCs in India and the risk involved in dealing with or investing in the same. By accessing the Website, You are deemed to have understood, agreed to and accepted the risk and costs of such investment.**
8. If We are unable to perform the Service outlined in the Terms of Use due to factors beyond our control including but not limited to an event of force majeure, change of law or change in sanctions policy We will not have any liability to You with respect to the Service provided under these Terms of Use and for a time period coincident with the event.

## Financial Regulation and Advice:

1. We do not provide any investment advice in connection with the Service contemplated by these Terms of Use.
2. While We may provide information on the value, range, volatility of VCs, and events that may affect/have affected the value of VCs directly on the Website or through other social media channels, this is not considered investment advice and should not be construed as such.

CoinSwappy will not be liable for any loss suffered by You in connection with any transaction involving CoinSwappy / the Service or the Website.

3. Our business model, and our Service, consists of facilitating the buying and selling of VCs in an unregulated yet responsible, international open payment system. The Service we provide is currently unregulated within India.

## Assignment:

1. You acknowledge and agree that the Company can freely assign these Terms of Use or any of its rights under these Terms of Use to any person without Your consent. You shall however, not be entitled to assign these Terms of Use, in whole or in part, to another person without the prior written approval of the Company.

## Termination:

1. You may terminate this agreement with Us, at any time, following settlement of any pending transactions.
2. You agree that Company may, by giving notice, in its sole discretion, restrict Your access to the Website; including without limitation, suspending or terminating the Service, prohibiting access to the Website and its content, services and tools, delaying or removing hosted content, and taking technical and legal actions to keep You off the Website if We, in our sole discretion, reasonably perceive that You are creating any problems, including without limitation, possible legal liabilities, infringement of the intellectual property rights, or acting inconsistently with the letter or spirit of these Terms of Use.
3. We may, in appropriate circumstances and at our sole discretion, initiate the above actions for any reason, including without limitation:
  - a. attempts to gain unauthorized access to the Website or providing assistance to others' attempting to do so;
  - b. usage of the Service to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities;
  - c. violations of these Terms of Use;
  - d. failure to pay or fraudulent payment for transactions;
  - e. unexpected operational difficulties; or
  - f. upon the request of law enforcement or other government agencies.
4. Consequences of Termination:
  - a. Upon termination of this Agreement or earlier determination, the rendering of the Services shall stand immediately terminated by the Company and the User shall not be entitled to access or avail the Website.

## Jurisdiction:

1. These Terms of Use shall be governed and construed in accordance with the laws of India.
2. The Parties agree to irrevocably submit to the exclusive jurisdiction of the courts in Bhilwara for the resolution of any disputes arising from these Terms of Use.

## Indemnity:

To the full extent permitted by applicable law, You hereby agree to indemnify CoinSwappy, and its affiliates, officers, directors, agents, employees, and suppliers against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred if direct or otherwise arising from Your use of the Website, Service, or from Your violation of these Terms of Use.

## Modification of Terms

CoinSwappy reserves the right to change, add or remove or modify the Website, the Service, the Terms of Use or any content therein, at any time, with or without notice, in its sole discretion.

## Contact:

If You have any questions relating to these Terms of Use, Your rights and obligations arising from these Terms of Use and/or Your use of the Website and the Service, or any other matter, please contact us at [support@coincwappy.com](mailto:support@coincwappy.com)