



InstaSwap Terms of Service

InstaSwap.io is an online website that offers to the users the option to buy digital assets. InstaSwap's team mission is to offer to our user's Simple, Fast & Secure exchanges on our digital asset platform.

The following nomenclature applies to these Terms of use & Conditions (the "Terms"), the Privacy and Transparency Statement and any and all other agreements between InstaSwap.io and its users:

- "Client," "Customer," "User," "You," and "Your" refers to you, the person accessing InstaSwap.io and accepting our Terms.
- "Company," "InstaSwap," "Ourselves," "Website," "We," and "Us" collectively refers to the Internet website InstaSwap.io and to its owners, operators, employees, directors, officers, agents, insurers, suppliers & attorneys.
- For the avoidance of any doubt, the contracting parties in our Terms are you and InstaSwap. "Party" refers to either you or us. In these Terms, unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.
- "Digital asset," "asset," "coin," "cryptocurrency," "good," "ledger entry," "altcoin," and "token" refer to blockchain-based software ledger data entries.

1. Acknowledgment of Our Terms

By accessing our website ("InstaSwap.io"), you agree to be constrained by our Terms & all relevant laws, rules and regulations, and you agree that you are responsible for compliance with, and that you are compliant with, all applicable laws, rules, and regulations. If you do not agree with any of our Terms, you are prohibited from using or accessing the Website. Your only recourse is to stop using this Website. Any use of the Website is your deemed acceptance of our Terms as they may be modified and amended from time to time. The materials contained in the Website are protected by applicable copyright and trademark laws and treaties. You should check back often in case our Terms undergo changes.

2. Acceptability

By using our Website (“InstaSwap.io”), you represent and warrant that you are:

- ✓ At least 18 years old and have full capacity to contract under applicable law,
- ✓ Only transacting on InstaSwap.io with legally-obtained funds that belong to you,
- ✓ Not furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of InstaSwap.
- ✓ Comporting with and obeying all applicable laws.

We reserve the right to terminate your access to InstaSwap.io for any reason, including but not limited to breaches of our Terms, in our sole and absolute discretion. Use of InstaSwap.io is void where prohibited by applicable law.

3. Limitations

Use of InstaSwap may carry financial risk and is to be used as an experimental software utility only. In no event shall InstaSwap.io 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 cryptocurrency 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: our Terms, the Privacy and Transparency Statement, any service of InstaSwap, the use of InstaSwap; any use of your digital assets or cryptocurrency on InstaSwap by any other party not authorized by you (collectively, all of the foregoing items shall be referred to herein as “Losses”). InstaSwap is hereby released by you from liability for any and all Losses. We disclaim any and all warranties or guarantees, including any warranty of merchantability and warranty of fitness for any particular purpose. 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 InstaSwap 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. Nevertheless, anything else in our Terms, in no event shall the combined aggregate liability of InstaSwap for any Loss hereunder exceed (50 EUR.)

3.1 Prohibited Jurisdictions

is prohibited to use or access InstaSwap from the following jurisdictions:

- New York
- North Korea
- Washington State

Transactions from Users in these jurisdictions are prohibited, and InstaSwap may seize any funds from Users in these jurisdictions and donate them to a charity at InstaSwap's sole discretion. By accessing this site or any services therein, you represent and warrant that you are not physically located in these prohibited jurisdictions.

4. Prices, Exchange Rates, and Confirmations

Cryptocurrency and digital assets are highly experimental and risky. InstaSwap's service attempts to provide accurate price and exchange rate information, but this information is highly volatile and can change quickly without users necessarily being aware of these changes. For normal orders, the exchange rate you receive is calculated at the time your payment is accepted. Due to varying security between blockchains, your payment is typically considered "accepted" at one block confirmation. InstaSwap may occasionally accept a payment with zero confirmations, though this decision is at InstaSwap's sole discretion. It is important to note that a payment being broadcast to the blockchain network does not constitute an acceptance by InstaSwap of that payment.

Users who are sensitive to the exchange rate they receive should not use InstaSwap's features. The User's payment must be received by InstaSwap within that period in order to receive the guaranteed exchange rate. Please contact customer support (24/7) for more information on exchange rates.

- InstaSwap only accepts one deposit per TXID. If your funds are deposited in a TXID with more than one deposit, you will need to contact support to receive a refund. The exchange rate will not be honored and your exchange will not be completed.
- User deposits to InstaSwap that do not confirm within 48 hours of being detected will be cancelled. Refund requests (via Support Page) will be honored after the deposit is confirmed on the blockchain. The refunds will defer from the user's original deposit amount due to the transaction fees.

5. Returns and Refund Policy

Cryptocurrencies, tokens, & all digital assets are, by their nature, generally irreversible, and their exchange rates are highly volatile and transitory. We cannot be responsible for any risk in use of the Website, including but not limited to exchange rate risk and market risk. All sales after an InstaSwap exchange are final.

You must submit a refund address for every transaction in the event that a refund is required in accordance with our Terms below. Failure to submit a refund address at the time of a transaction may result in your ineligibility to receive a refund.

- ❖ If an error occurs with a user's exchange or interface on the user's side of the transaction, the user must contact InstaSwap in order to solve the issues and arrange the potential refund.
- ❖ All transactions from InstaSwap.io to a user's outgoing asset wallet shall be subject to all posted fees, including but not limited to miner fees. A full list of the miner fees is located on <https://instaswap.io/fees/>.
- ❖ Users have a maximum of 48 hours to reclaim any assets that are held in the InstaSwap system due to any error, whether by you or us. Refund requests submitted after the 48-hour period will not be refunded. Any decisions by InstaSwap with respect to refunds in these circumstances are final.
- ❖ Coins/tokens sent to the incorrect address (e.g., GNT sent to an ETH address) will be charged an Extraction Fee of 50 EUR (in the equivalent of the mis-sent coin/token). The coin/token extraction process can take up to 20 business days. If a user wishes to expedite this process, additional charges may apply.
- ❖ Unsupported coins/tokens that are deposited into our system to unrelated wallets cannot be extracted or returned. InstaSwap reserves the right to handle this on a case-by-case basis. Any decisions by InstaSwap.io with respect to such coins or tokens being deposited when no longer supported are final.
- ❖ InstaSwap only accepts one deposit per transaction ID (TXID). If your funds are deposited in a TXID with more than one deposit, you will need to contact support to receive a refund. The exchange rate will not be honored and your exchange cannot be completed.
- ❖ Minimum deposit is 100 USD in equivalent currency. Transactions that do not meet these criteria will not be processed and will stay in InstaSwap's balance until the above requirement is met.
- ❖ Deposits that were made without starting a transaction (users did not press the "Start Transaction" button) will be refunded with a 10\$ fee applied to them.
- ❖ Deposits under 5 EUR are too small to be refunded due to the mining fee and administrative costs. InstaSwap shall not refund any coins or tokens that are worth less than 5 EUR or equivalent value. Users are advised not to use the service for orders under this size.
- ❖ **WARNING:** There are fake websites pretending to be InstaSwap (aka "phishing scams"). They use a misspelled URL that looks like "InsteSwap.io" in order to trick users into sending them funds. **DO NOT USE ANY SERVICE THAT ISN'T EXACTLY LOCATED AT THE DOMAIN: "InstaSwap.io"**
- ❖ InstaSwap is not responsible for funds that have been sent to these fake InstaSwap phishing sites. It is important that all users verify they are visiting the correct URL (InstaSwap.io) and search for the security certificate in the URL bar of their browser. Also, never trust private messages, solicitations, or requests for funds

from people claiming to be InstaSwap unless you have verified that it is an official request from a company employee. When in doubt, contact us directly to verify any messaging (24/7). Stay diligent – and please report any phishing scams to our team through our website:

❖ <https://instaswap.io/contact-us/>

6. Permissible Use

InstaSwap and all its services may be used only as a mechanism of software ledger entry translation between the User and InstaSwap. You are prohibited from using InstaSwap.io for the purpose of translating ledger entries with other parties, with the exception of explicit payment for goods and services.

7. Terms of Use Modifications

InstaSwap may revise our Terms at any time and without notice to you or third parties. By using the Website, you agree to be bound by the then-current version of our Terms. We reserve the right to make any changes retroactive.

8. Limitation of Liability

Our Terms are governed by the laws of Greece, and any and all laws applicable therein.

9. Costs

From time to time, we may need to spend time dealing with issues brought to us by customers. Where any customer issue is not caused by our negligence or oversight, we reserve the right to recover reasonable administrative costs spent addressing the customer issue.

10. Privacy and Transparency Statement

InstaSwap respects the privacy of its Users by not requesting any information that is unnecessary for the use of the service or to comport with our obligations under applicable law. InstaSwap also does not in any way obscure the information that it does request or obtain. Due to the inherent transparency of blockchains, transactions to and from InstaSwap.io are public and easily correlated. Utilizing InstaSwap to obscure transactions or assets in any way is pointless and stupid. Law enforcement has full access to blockchain information that goes in or out of InstaSwap's system.

You accept that InstaSwap will comply willingly with all legal requests for information from it. We reserve the right to provide information to law enforcement personnel and other third parties to answer inquiries; to respond to legal process; to respond to the order of a court of competent jurisdiction and those exercising the court's authority; and, to protect InstaSwap and our users.

11. Contact Us

InstaSwap employs a robust support staff ready to discuss with you any questions, complaints or issues you may be having with InstaSwap. We cannot guarantee a response time, but we make efforts to respond within 24 hours.

The easiest way to contact us is through the InstaSwap support, here:
<https://instaswap.io/contact-us/>

For all correspondence, please include any necessary identifying information such as your name, return email or physical address, and any transaction IDs relevant to your request. Failure to do so may prevent us from providing a response.

12. Complete Agreement

These Terms completely and exclusively state the agreement between you and InstaSwap regarding their subject matter. These Terms supersede and govern all prior or contemporaneous understandings, representations, agreements, or other communications between you and InstaSwap, oral or written, regarding such subject matter.

Everyone who uses this website is responsible for his own actions and transactions and therefore has to be very careful with the amount of money which exchanges. InstaSwap and any of the team members will not held accountable for any loss of personal property or valuable assets. Use the InstaSwap service at your own risk.

26 January 2019