



TERMS & CONDITIONS

InstaSwap Terms of Service

InstaSwap.io is an online website that offers to the users the option to exchange cryptocurrencies. InstaSwap's team mission is to offer to our users Simple, Fast & Secure exchanges on our non-custodial cryptocurrency exchange platform.

These Terms regulate relations pertaining to the using of the website <https://instaswap.io/> (hereinafter – “Website” or “Platform”).

The following nomenclature applies to these Terms of use & Conditions (the “Terms”), the Privacy and Transparency Statement and any 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,” “Our,” “Website,” “We” and “Us” collectively refers to the company BLOCKTECH P.C., duly organized under the laws of Greece with Business Registry Nr. 157942203000.
- 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 with a certain value.
- “Instaswap Services” refer to refer to various services provided to you by Instaswap that are based on Internet and/or blockchain technologies and offered via the Website.

1. ABOUT INSTASWAP

Instaswap mainly serves as a global online platform for Digital Assets trading. Users may, subject to the restrictions set forth in these Terms, apply for the withdrawal of Digital Assets.

The information about Instaswap Services may change without notice, and the main purpose of providing such information is to help Users act independently. Instaswap does not provide investment or consulting advice of any kind, and is not responsible for the use or information on the Website. All Users acknowledge and agree that they shall access and use the Services at their own risk.

2. ACKNOWLEDGMENT OF OUR TERMS



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.

3. PROHIBITION OF USE

By accessing and using Instaswap Services, you represent and warrant that you have not been included in any trade embargoes or economic sanctions list. Instaswap reserves the right to choose markets and jurisdictions to conduct business and may restrict or refuse, on its own discretion, the provision of Instaswap Services in certain countries or regions.

4. ELIGIBILITY

By using our Website, you represent and warrant that:

- you are of legal age to form a binding contract (at least 18 years old) and have full capacity to execute a contract under applicable law;
- you have not previously been suspended or removed from using our Services;
- you have not previously been suspended or removed from using our Services;
- you have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party;
- you proceed to transactions only with legally-obtained funds that belong to you,
- your use of Instaswap Services will not violate any and all laws and regulations applicable to you, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing.
- you will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with these Terms.

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

5. LIMITATION OF LIABILITY

Use of Instaswap may carry financial risk and is to be used as an experimental software utility only. By making use of our services, you acknowledge and agree that: (i) you are aware of the risks associated with transactions of digital currencies and their derivatives; (ii) you shall assume all risks related to the use of our services and transactions of digital currencies and their derivatives; and (iii) in no event shall InstaSwap be liable or responsible for any adverse outcomes, 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



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").

To the maximum extent permitted by applicable law, in no event will Instaswap, its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages, for loss of data, information, revenue, profits, or other businesses or financial benefits) arising out of Instaswap services, any performance or non-performance of Instaswap services, or any other product, service or other item provided by or on behalf of Instaswap, whether under contract, statute, strict liability or other, even if Instaswap has been advised of the possibility of such damages except to the extent of a final judicial decision that such damages were a result of Instaswap's wilful misconduct or intentional violation of law. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. In no event will the liability of Instaswap its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors exceed the amount of fifty Euros (€50.-).

You agree to indemnify and hold harmless Instaswap, their affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with Instaswap Services (ii) your breach or our enforcement of these Terms, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of Instaswap Services. If you are obligated to indemnify Instaswap, their affiliates, contractors, licensors, and their respective directors, officers, employees or agents pursuant to these Terms, Instaswap reserves its right, at its own discretion, to control any action or proceeding and to determine whether Instaswap wishes to settle, and if so, on what terms.

6. PROHIBITED JURISDICTIONS

By accessing and using InstaSwap, you acknowledge and declare that you are not located in, or a citizen or resident of Belarus, Cuba, Crimea, Iran, Iraq, Democratic Republic of Congo, North Korea, Sudan, South Sudan, Syria, Zimbabwe, Yemen, Somalia, Myanmar among with any other country subject to United Nations Security Council Sanctions List and its equivalent. Instaswap reserves the right to select its markets and jurisdictions to conduct business and may restrict or deny its services to certain countries or regions. Instaswap also reserves the right to use various methods to prevent the use of Instaswap Services by any users located as above. You are obliged to comply with this term, even if Instaswap's methods to prevent use of Instaswap's Services



manage such funds at Instaswap's sole discretion.

7. USER IDENTITY VERIFICATION – AML/KYC PROCEDURE

In our website users don't need to create accounts. Users don't need to register or log in order to use the Website but to submit and verify their email addresses. Instaswap uses an automated risk management system to check all the transactions made by the Users. By accepting these Terms you agree to be subject to the AML/KYC procedure, which may apply to you at a next phase automatically or upon Instaswap's request. During the AML/KYC procedure, Instaswap reserves the right to request additional information and documents.

AML/KYC procedure may be applied in respect to any Users' transaction and is conducted either by Instaswap or third service provides who are partners of Instaswap. The AML/KYC procedure is developed in three (3) tiers (upon examination of the risk of the transaction and/or profile of the user):

Tier 1: email and personal information (full name, date of birth, address, country of birth) are required;

Tier 2: email, personal information (full name, date of birth, ID number, issue date of ID, expiration date, address, country of birth), identity document, 3D Liveness check or selfie, card verification (upon request);

Tier 3: email, personal information, identity document, 3D Liveness check or selfie, card verification (upon request), proof of address (driving license, tax bill, utility bill, voter rolls, bank statement, other documents commonly accepted as proof of address), source of funds (upon request).

Upon successful completion of the AML & KYC verification, the transaction that was put on hold will be processed.

Upon Instaswap's request for a User's documentation, the AML service providers take all possible measures to recognize the deceptive documentation or other false information and reserves the right to investigate certain Users or transactions which have been detected to be risky or suspicious.

After submission of your personal information, you must ensure that the information is true, complete, and timely updated when amended. If there are any ground for believing that any of the information you provided is incorrect, false, outdated or incomplete, Instaswap reserves its right to send you a notice to demand correction or, as the case may be, terminate all or part of Instaswap Services we provide for you. If we are unable to reach you to the contact information you provided to us, you shall be fully liable for



authorize Instaswap to conduct investigations that Instaswap considers necessary, either directly or through a third party, to verify your identity and to take all the necessary measures based on the outcome of such investigations.

In limited cases (such as to verify your identity in order to pass the AML/KYC procedure or police investigation), we reserve the right to freeze your exchange transaction for any period of time necessary to complete the investigation and AML/KYC procedure. After a period of 30 days if you deny to pass through the AML/KYC procedure it is in our judgment what we will do with your funds. If you deny to pass through the AML/KYC procedure or don't provide Instaswap with the requested documents and information, Instaswap has the right to refuse to execute your transactions (current and future). By accepting these Terms, you agree and warrant to provide true, accurate, current and complete information about yourself and take full responsibility for its accuracy, completeness and veracity.

8. INSTASWAP SERVICES

Instaswap Services provide you with a possibility to exchange:

- (i) one type of crypto asset to another one
- (ii) fiat asset to crypto asset

For the purposes hereof "Exchange" shall mean an exchange of the crypto asset of one type to the crypto asset of another type or an exchange of the fiat asset to the crypto asset at the terms and conditions set forth by exchanging parties, which is executed via the third-party service in respective block-chain network. When you exchange crypto assets you acknowledge and agree that the Exchange will be processed through the third-party exchange service with additional fees applicable to such Exchange. You acknowledge and agree the following about prices and exchange rates:

Prices, Exchange Rates and Confirmations

Cryptocurrencies, tokens and 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. 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



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.

Returns and Refund Policy

The technical issues arising from your misuse of InstaSwap Services, such as creating incorrect transactions (entering a wrong address both when indicating the recipient address and when sending your assets to us), and other types of user mistakes may be resolved by Instaswap team with limitations. Upon successful resolution of a technical issue, the assets sent incorrectly will be refunded to the user as follows:

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. It is mentioned that in case of refunding to the User for any reason, InstaSwap at its sole discretion, may withhold a percentage of 5% of the User's funds as compensation for any costs occurred for InstaSwap for the refunding procedure.

- 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 to a user's outgoing asset wallet shall be subject to all posted fees, including but not limited to miner 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 USD (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 50 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 USD fee applied to them.



- 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”
- Deposits that were made without starting a transaction (users did not press the “Start Transaction” button) will be refunded with a 10 USD fee applied to them.
- InstaSwap is not liable towards Users for funds that have been sent to such fake Instaswap phishing sites. It is important that all users verify promptly that they use the correct URL (InstaSwap.io) and search for the security certificate in the URL bar of their browser. Also, you should never trust private messages, solicitations, or requests for funds from people claiming to be part of InstaSwap team unless you have verified that it is an official request from an InstaSwap.io operator. In case of doubt, please contact us directly to verify any messaging (24/7). Stay diligent – and please report any phishing scams to our team through our website at <https://instaswap.io/contact-us/>.

Terms of Use for fiat-to-crypto trading

Prior to conducting fiat trading, in accordance with type of fiat trading, you shall separately read and agree to the terms of Use of various Instaswap partnered platforms and comply with the Legal Statement, Privacy Policy and other specific platform rules related to fiat trading as well as the business rules of such partners.

Terms of use for crypto-to-crypto trading

Upon completion of your identity verification, you may conduct crypto-to-crypto trading on Instaswap in accordance with the provision of these Terms.

Order Transaction

The transaction flow is as follows:

- (i) The User enters the two currencies that she wishes to exchange.
- (ii) In the section “You Send” the User chooses from the drop-down menu the currency she would like to exchange.
- (iii) Similarly, in the section “You get” the User chooses from the drop-down menu the currency she would like to receive.
- (iv) Then, Instaswap will automatically search for the best available rate in the market from a wide pool of exchanges and displays the estimated amount of currency the User will receive (after all costs).
- (v) The User selects “Swap Now” and then enters her receiving wallet address plus her refund wallet address (in case of cancellation)
- (vi) The User enters her email address and press “Continue”.
- (vii) Instaswap sends a verification code to the User’s email.
- (viii) Once the email is verified the transaction is executed and the Instaswap sends the exchanged funds to the User’s receiving wallet. Transaction is typically fast, but may be dependent on network traffic.
- (ix) At any point, prior to step (viii) above the transaction can be terminated.

Fees



updates fees. You authorize Instaswap to deduct from your account any applicable fees that you owe under these Terms.

9. CUSTOMERS' 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 any customer issue.

10. NO FINANCIAL ADVICE – RISK DISCLOSURE

Instaswap is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities effected by you using Instaswap Services. No communication or information provided to you by Instaswap is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. Unless otherwise specified in these Terms, all trades are executed automatically, based on the parameters of your order instructions and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you according to your personal investment objectives, financial circumstances and risk tolerance, and you shall be solely responsible for any loss or liability therefrom. You should consult legal or tax professionals regarding your specific situation. Instaswap does not recommend that any Digital Asset should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Digital Asset, you should conduct your own due diligence and consult your financial advisors prior to making any investment decision. Instaswap will not be held responsible for the decisions you make to buy, sell, or hold Digital Asset based on the information provided by Instaswap.

Be aware that crypto assets are generally assumed to be subject to high volatility due to them still being in the early stages of developing, technologically and financially. Crypto assets do not necessarily have a specific form of protection or regulation by any governmental body, which means that by exchanging crypto assets, you will not be able to enforce any guarantees or safeguards expected with regulated financial services.

The risk of loss in the exchange of crypto assets can be substantial and therefore you should understand the possibility of losses associated with the exchange of crypto assets and must assume responsibility for all the risks associated with such exchanges and for their results.

11. ACCEPTABLE USE



are solely responsible for your conduct while using our services. Without limiting the generality of the foregoing, you agree that you will not:

- use Instaswap Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying Instaswap Services, or that could damage, disable, overburden or impair the functioning of Instaswap Services in any manner;
- use Instaswap Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or other illegal activities;
- use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access Instaswap Services or to extract data;
- use or attempt to use another user's account without authorization;
- attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of Instaswap Services that you are not authorized to access;
- develop any third-party applications that interact with our Services without our prior written consent;
- provide false, inaccurate, or misleading information;
- encourage or induce any third party to engage in any of the activities prohibited under this term; and
- use the Platform for the purpose of translating ledger entries with other parties, excluding explicit payment for goods and services.

12. PRIVACY AND TRANSPARENCY STATEMENT

InstaSwap respects the privacy of its Users by not requesting any information that is unnecessary for the use of the Instaswap Services or to comport with our obligations under the 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 are public and easily correlated. By using 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.

Everyone who uses this website is responsible for his own actions and transactions and therefore must be very careful with the amount of cryptocurrency which exchanges. InstaSwap and any of the team members will not held accountable for any loss of personal property or valuable assets. Please keep in mind that you use InstaSwap Services at your own risk.



of any kind, whether express or implied, in relation to the Instaswap Services, including but not limited to, implied warranties of satisfactory quality, functionality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, title, condition or completeness, merchantability, or any implied warranty arising from course of dealing or usage or trade. Instaswap does not represent or warrant that access to the Instaswap Services will be continuous, uninterrupted, timely or error-free.

Instaswap does not represent or warrant that the Website or Instaswap services are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components. Instaswap does not guarantee that any order will be executed, accepted, recorded or remain open. Except for any express statements provided herein, you hereby acknowledge and agree that you have not relied upon any other statement or agreement, whether written or oral, as regards to the use and access of Instaswap services.

You understand and agree that Instaswap will not be liable for any losses or damages as a result of: (i) any inaccuracy, defect or omission of Digital Assets price data, (ii) any error or delay in the transmission of such data, (iii) interruption in any such data, (iv) regular or unscheduled maintenance carried out by Instaswap, (v) any damages incurred by other users' actions, omissions or violation of these Terms and (vi) any damage caused by illegal actions of any third party .

You understand and agree that information you store or transfer through Instaswap may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including but not limited to software failures, protocol changes by third party providers, internet outages, force majeure events or other abnormal and unforeseeable causes beyond Instaswap's control, the consequences of which would have been unavoidable despite all effects to the contrary, nor are we liable where the breach is due to the application of mandatory legal rules.

14. SUSPENSION & TERMINATION

In case of any force majeure event, breach of these Terms, or any other event that would make provision of Instaswap Services commercially unreasonable for Instaswap, we may, at our own discretion and without any liability to you, with or without prior notice, suspend your access to all or a portion of Instaswap Services. We may terminate your access to Instaswap Services in our sole discretion, immediately and without prior notice and delete all related information and files provided by you without any liability to you. You agree that Instaswap shall not be liable to you for any suspension or termination of your access to all or any portion of Instaswap Services.

Instaswap reserves its right to keep and use any transaction data or other information related to your use of Instaswap Services in the following cases: (i) Your transactions



required to cease by a court order or command by a regulatory/government authority.

Should your access to Instaswap Services be terminated, the account and transactional information that meet data retention standards will be securely stored for 5 years, according to the provisions of Instaswap's Privacy Policy. In addition, if a transaction is unfinished during the account termination process, Instaswap shall have the right to notify your counterparty of the situation at that time. If Instaswap is informed that any Digital Assets or funds held by you are stolen or otherwise are not lawfully possessed by you, Instaswap may, but has no obligation to, place an administrative hold on the affected funds. If Instaswap does lay down an administrative hold on some or all of your funds, Instaswap may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to Instaswap has been provided to the latter. You agree that Instaswap has no liability or responsibility for any such hold, or for your inability to withdraw Digital Assets or funds or execute trades during the period of any such hold. Unless Instaswap believes that you have committed fraud, negligence, or other misconduct, upon payment of all outstanding fees to Instaswap (if any), Users will have five (5) business days to withdraw all Digital Assets or funds from Instaswap. Instaswap maintains full custody of the Digital Assets and funds and User data/information which may be turned over to governmental authorities in the event of suspension/cancellation of access to Instaswap Services arising from fraud investigations, investigations of violation of law or violation of these Terms.

15. PRIVACY POLICY

Access to Instaswap Services will require the submission of certain personally identifiable information. Please review Company's Privacy Policy at <https://instaswap.io/privacypolicy>.

16. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on our Website or provided in connection with Instaswap Services, including, without limitation, the Instaswap or Blocktech logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Instaswap Materials") are the proprietary property of Instaswap or our licensors or suppliers and are protected by E.U. and international copyright laws and other intellectual property rights laws.

You are not permitted to (a) any resale of Instaswap Materials; (b) the distribution, public performance or public display of any Instaswap Materials; (c) modifying or otherwise making any derivative uses of the Instaswap Materials, or any portion thereof; or (d) any use of the Instaswap Materials other than for their intended purposes.



In any legal proceedings, they will make their best efforts in order to address their concerns without resorting to formal legal judicial acts. If you have a dispute with Instaswap, then you should contact immediately our team. Instaswap team will attempt to resolve your dispute internally as soon as possible. The parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).

In the event the dispute cannot be resolved satisfactorily, and you wish to assert a legal claim against our Company, then you agree to set forth the basis of such claim in writing in a "Extrajudicial declaration" as a form of prior notice to Instaswap. The Extrajudicial Declaration should be submitted to an email address or hyperlink provided in your correspondence with Instaswap.

You and Instaswap agree to resolve any dispute arising from these Terms or your use of Instaswap Services in accordance with the laws of Greece in the courts of Athens, which have exclusive jurisdiction, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

Class Action Waiver: You and Instaswap agree that any claims relating to these Terms or to your relationship with Instaswap as a User of Instaswap Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) shall be brought against the other party in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties, including Instaswap.

Modifications: Instaswap reserves the right to update, modify, revise, suspend, or make any future changes the present term regarding the parties' agreement for dispute resolution, subject to applicable law. You hereby consent and agree that it is your responsibility to ensure that your understanding of this term is up to date. Subject to the applicable law, your continued access to Instaswap Services shall be deemed to be your acceptance of any modifications to the present term regarding the parties' agreement for dispute resolution. You agree that if you object to the modifications to the present term, Instaswap may block access to your account pending closure of your account. In such circumstances, the Terms of Use prior to modification shall remain in full force and effect pending closure of your account.

18. MISCELLANEOUS



Entire Agreement. These Terms constitute a legal agreement and create a binding contract between you and Instaswap. These Terms constitute the entire agreement between the parties regarding use of Instaswap Services and will supersede all prior written or oral agreements between the parties. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms herein.

Amendment: Instaswap reserves the right to alter, revise, modify, and/or change these Terms at any time. All changes will take effect immediately upon being published on the Website. Instaswap reserves its right to make any changes retroactive. It is your responsibility to regularly check relevant pages on our Websites to confirm the latest version of these Terms. If you do not agree to any such modifications, your only remedy is to terminate your usage of Instaswap Services and cancel your account. You agree that, unless otherwise expressly provided in these Terms, Instaswap will not be responsible for any modification or termination of Instaswap Services by you or any third party, or suspension or termination of your access to Instaswap Services.

Force Majeure: Instaswap shall not be liable for (a) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (b) any loss or damage arising from any event beyond Instaswap's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond Instaswap's reasonable control (each, a "Force Majeure Event").

Severability. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

Assignment. You may not assign or transfer any right to use Instaswap or any of your rights or obligations under these Terms without prior written consent from Instaswap, including any right or obligation related to the enforcement of laws or the change of control. Instaswap may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

Waiver. The failure or delay of any party in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof. At the same time, the waiver of one party to seek recovery for the other party's violation of these Terms or any provision of applicable terms shall not constitute a waiver by that party of any subsequent breach or violation by the other party or of the provision itself.



laws. Instaswap has no control over the terms of use or privacy policies of such third party websites nor does Instaswap guarantee the accuracy of the information provided therein. Any links to third-party websites from Instaswap does not imply endorsement by Instaswap of any product, service, information or disclaimer, statement or opinion presented therein, nor does Instaswap guarantee the accuracy of the information contained on them. The User confirms upon connection to the third-party's link, the relations between InstaSwap and the User are considered as terminated.

Contact Information: InstaSwap employs a robust support staff ready to discuss with you any questions, complaints or issues you may be having with InstaSwap. The easiest way to contact us is through the InstaSwap support, on email: support@instaswap.io.

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.



InstaSwap is a Non-Custodial Exchange Platform that allow its users to exchange their funds quickly at the prevailing market price.

Company.

Marketplace



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