

InstaShift Terms of Service

Most Recent Update: March 1, 2018

InstaShift.io is an online website and platform that allows users to securely buy digital assets and is owned and operated by InstaShift OÜ, a corporation organized in Estonia. Our mission is to be the easiest and safest peer to peer cryptocurrency margin trading platform in the world.

These Terms of Service (the “Terms”), the Privacy and Transparency Statement and any and all other agreements between InstaShift OÜ and its users will use the following definitions:

- “Customer,” “user,” “you,” and “your” refers to the person or entity accessing and/or using InstaShift.io.
- “Company,” “our,” “InstaShift,” “Website,” “we,” and “us” collectively refers to the online website and platform “InstaShift.io” and its owners, directors, officers, employees, operators, agents, insurers, suppliers, and attorneys.
- “Party” may refer to either you or us, and “Parties” refers to both you and us. For the avoidance of any doubt, the contracting parties in our Terms are you and InstaShift OÜ.
- “Asset,” “digital asset,” “coin,” “cryptocurrency,” “funds,” “good,” “ledger entry,” and “token” refer to blockchain-based software ledger data entries.

1. Acceptance of Terms

By accessing the website, you agree to be bound by our Terms and all applicable 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 or platform; your only recourse is to stop using the Website.** Any use of the Website is your deemed acceptance of our Terms as they may be modified and amended from time to time.

1.1. Modification

InstaShift 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. Continued use of the Website after a revision may affect transactions or other activities that you have already undertaken. We reserve the right to make any changes retroactively. You should check back often in case our Terms undergo changes.

2. Eligibility

By using the Website, you represent and warrant that you are:

at least 18 years old and have full capacity to contract under applicable law, only transacting on InstaShift 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 InstaShift, and complying with and obeying all applicable laws, rules and regulations.

We reserve the right to terminate your access to InstaShift for any reason and in our sole and absolute discretion. Use of InstaShift is void where prohibited by applicable law.

3. Restrictions on Use 3.1. Prohibited Jurisdictions

3.1. Source of Funds

You are prohibited from using or accessing InstaShift to transmit or exchange digital assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including terrorism or tax evasion. InstaShift reserves the right to deny, delay, or cancel a transaction it perceives as a risk of criminal or fraudulent activity. In addition, InstaShift will on its own, or with a government agency investigate sources of funds if an account is conducting suspect transactions.

3.2. Abuse of Platform

You are prohibited from using or accessing InstaShift in an abusive manner. This may include, without limitation and in InstaShift's sole discretion, submission of transactions

or other data which imposes an unreasonable or unmanageably large load on the InstaShift platform, whether or not it interferes with normal operations.

3.3. Counterparties

InstaShift and all its services may be used only as a mechanism of software ledger entry translation between the user and InstaShift, i.e. all transactions processed by InstaShift are two-party transactions. You are prohibited from using InstaShift for the purpose of translating ledger entries with any other parties.

4. Prices, Exchange Rates, and Confirmations

Cryptocurrency and digital assets are highly experimental and risky. InstaShift'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 all orders, the exchange rate you receive is calculated at the time your match is made with a seller or a buyer. Due to varying security between blockchains, your payment is typically considered "accepted" at one block confirmation. InstaShift may occasionally accept a payment with zero confirmations, though this decision is at InstaShift's sole discretion. It is important to note that a payment being broadcast to the blockchain network does not constitute an acceptance by InstaShift of that payment.

You may contact customer support for more information on exchange rates.

User crypto deposits to InstaShift that do not confirm within 48 hours of being detected will be cancelled. Refund requests will be honored after the deposit is confirmed on the blockchain.

5. Returns and Refund Policy

Digital assets are, by their nature, generally irreversible, and their exchange rates are highly volatile and transitory. We are not responsible for any risk in use of the Website, including, without limitation, exchange rate risk and market risk. All sales after a InstaShift 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.

To submit a refund request to us, contact InstaShift support at support@instashift.io

5.1. Form of Refund

If an error occurs with a user's exchange or interface on the user's side of the transaction, the "Order" page on the Website will indicate whether or not the buy or sell order has completed or failed.

In most cases, the asset deposited by the user will be refunded to the user's InstaShift coin wallet if the Order Status page indicates the order cancelled or failed by displaying "failed".

InstaShift will handle requests from users on a case by case basis. **Any decisions by InstaShift with respect to the refunds or exchanges are final.**

5.2. Refund Fees

All transactions from InstaShift to a user's outgoing asset wallet are subject to all posted fees, including, but not limited to, miner fees.

5.3. Refund Period

Users have a maximum of 90 days to reclaim any assets that are held in the InstaShift system due to any error, whether by you or us. Refund requests submitted after the 90-day period will not be refunded. **Any decisions by InstaShift with respect to refunds in these circumstances are final.**

5.4. Extraction Fees

Digital assets sent to the incorrect address (e.g., any ERC20 token sent to an ETH address) will be charged an extraction fee denominated in the mis-sent asset using then-current exchange rates. If at all possible, the asset extraction process can take up to 90 business days. If a user wishes to expedite this process, additional charges may apply.

5.5. Unsupported Assets

Unsupported digital assets that are deposited into our system to unrelated wallets cannot be extracted or returned. InstaShift reserves the right to handle this on a case-by-case basis. **Any decisions by InstaShift with respect to such assets being deposited when no longer supported are final.**

5.6. Minimum Refund Amounts

Deposits under the amount posted on fee schedule on the Website are too small to be refunded due to the mining fee and administrative costs. InstaShift will not refund any assets that are worth less than the posted fee amount. Users are advised not to use the service for orders under this size.

6. Third-Party Phishing Scams

There are fake websites pretending to be InstaShift known as "phishing scams." They often use a misspelled URL that looks like "InstaShift.io" in order to trick users into sending them funds. **DO NOT USE ANY SERVICE THAT ISN'T LOCATED EXACTLY AT THE "WWW.InstShift.IO" DOMAIN.**

InstaShift is not responsible for funds that have been sent to any fake InstaShift phishing scams. It is the responsibility of the user to verify they are visiting the correct domain and to search for the security certificate in the URL bar of their browser, which may look like this:

Users should not trust private messages, solicitations or requests for funds from people claiming to represent InstaShift unless you have verified that it is an official request from a InstaShift employee. When in doubt, contact us directly to verify any messaging. Stay diligent and please report any phishing scams to our team through the InstaShift Help Center, located here: support@instashift.io

7. 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.

8. Investment Advice

InstaShift does not endorse or recommend any particular digital asset, transaction, or purchasing strategy. No content on the InstaShift website nor communications with company personnel constitutes purchase or investment advice and independent advice should be sought where appropriate. You acknowledge and agree that all purchase decisions are made solely by you and InstaShift bears no responsibility or liability for the outcome of your decisions.

The digital assets available on the InstaShift platform are not securities and users should not expect profits from the purchase of any digital asset. All purchases should be made with the intent to make use of the underlying utility of the digital asset.

9. Privacy and Transparency Statement

InstaShift 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. InstaShift 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 InstaShift are public and easily correlated. Utilizing InstaShift to obscure transactions or assets in any way is pointless, ineffective, and ill-advised. Law enforcement has full access to blockchain information that goes in or out of InstaShift's system.

You accept that InstaShift 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, participate in investigations, respond to legal process, respond to the order of a court of competent jurisdiction and those exercising the court's authority, and to protect InstaShift and our users.

By accepting our Terms, you expressly allow us to export data outside of the jurisdiction in which you reside or are located when you access InstaShift.

10. Investigations

You agree and accept that you will comply fully with any investigations initiated and conducted by InstaShift for any reason. This includes, without limitation, responding to interrogatories and furnishing materials to InstaShift within the timeframe prescribed by us. You must not impede or delay any investigation conducted by InstaShift.

11. Limitations

Use of InstaShift may carry financial risk, and is to be used as an experimental software utility only. In no event shall InstaShift 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 InstaShift; the use of InstaShift; any use of your digital assets or cryptocurrency on InstaShift by any other party not authorized by you (collectively, all of the foregoing items shall be referred to herein as "Losses").

InstaShift 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 InstaShift 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 our Terms, in no event shall the combined aggregate liability of InstaShift for any Loss hereunder exceed 50 EUR.

12. Transaction Dispute Resolution

The InstaShift dispute team's resolution will be considered final and binding for the customers. InstaShift expects access to information related to the bank statements of the buyer and the seller related to any transaction conducted on the InstaShift website. The InstaShift dispute team could ask for a live video chat with screen sharing enabled to view the bank transactions and bank screen after the login screen to the transaction history screen capturing transactions to the date/time of the video chat event. InstaShift reserves the right to use the information gathered in this manner to be passed on to a third party partner company/contractor of InstaShift for verification or other purposes. Any user of the InstaShift service agrees to the above mentioned information sharing at

the request of the InstaShift team and service. The user has 180 minutes to fill in the dispute form failing which the transaction will be ruled in the favour of the other party

13. Referral and Bounty program conditions

InstaShift reserves the right to revoke, chargeback and retrospectively debit any referral and bounty program credits of coins done to any user using the InstaShift platform. Any actions by a user construed to be unethical through usage of proxy accounts resulting in coin credit may also be rolled back. InstaShift's decisions are final and InstaShift reserves the right stop any of the programs rolled out before and after this agreement was created.

14. Legal Dispute Resolution

Our Terms are governed by the laws of Estonia, and any and all laws applicable therein. Our Terms are to be treated in all respects as a Estonian contract.

14.1. Contact Us

InstaShift employs a robust support staff ready to discuss with you any questions, complaints or issues you may be having with InstaShift. We cannot guarantee a response time, but we make efforts to respond within 48 hours.

The easiest way to contact us is through the InstaShift Help Center, located here: support@instashift.io

You may also write to us at: InstaShift OÜ, Narva mnt 9-8, Harjumaa, Tallinn, Estonia. 10117.

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.

14.2. Arbitration

Any dispute, controversy or claim arising out of or in relation to our Terms, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Estonian Rules of International Arbitration in force on the date on which the Notice of Arbitration is submitted in accordance with these rules:

- The number of arbitrators shall be one.
- The seat of the arbitration shall be Tallinn, Estonia .
- The arbitral proceedings shall be conducted in English.
- The Expedited Procedure shall apply.

14.3. Mediation

Notwithstanding the above, the parties may agree at any time to submit the dispute to mediation in accordance with the Estonia Rules.

15. Copyright

The materials contained in the Website are protected by applicable copyright and trademark laws and treaties.

16. Severability

If any provision of these Terms is to any extent illegal, otherwise invalid or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability and all other terms hereof shall remain in full force and effect. To the extent permitted and possible, any invalid or unenforceable provisions shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable provision.

17. Entire Agreement

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

TERMS OF SERVICE InstaShift © 2018