

TERMS & CONDITIONS

BitTorro.io Terms of Service

BitTorro.io is an online website that offers to the users the option to exchange cryptocurrencies. BitTorro'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://BitTorro.io/> (hereinafter – “Website”).

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

- “Client,” “Customer,” “User,” “You,” and “Your” refers to you, the person accessing BitTorro.io and accepting our Terms.
- “Company,” “BitTorro,” “Ourselves,” “Website,” “Our,” “We,” and “Us” collectively refers to the company AltEx Fintech Ltd., duly organized under the laws of Seychelles with certificate number 215309.
- 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 (“BitTorro.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 (“BitTorro.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 BitTorro.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 BitTorro.io for any reason, including but not limited to breaches of our Terms, in our sole and absolute discretion. Use of BitTorro.io is void where prohibited by applicable law.

3. Limitations

Use of BitTorro may carry financial risk and is to be used as an experimental software utility only. In no event shall BitTorro.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 BitTorro, the use of BitTorro; any use of your digital assets or cryptocurrency on BitTorro by any other party not authorized by you (collectively, all of the foregoing items shall be referred to herein as "Losses"). BitTorro 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 BitTorro 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 BitTorro for any Loss hereunder exceed (50 EUR.)

3.1 Prohibited Jurisdictions

By accessing and using BitTorro, you acknowledge and declare that you are not located in, or a citizen or resident of Cuba, Iran, North Korea, Crimea, Sudan, Syria, United States of America (including all USA territories like Puerto Rico, American Samoa, Guam, Northern Mariana Island, and the US Virgin Islands (St. Croix, St. John and St. Thomas)), Bangladesh and Bolivia, among with any other country subject to United Nations Security Council Sanctions List and its equivalent. BitTorro maintains the right to select its markets and jurisdictions to operate in and may restrict or deny its services to certain countries. BitTorro's also maintains the right to use various methods to prevent the use of the Services by the users listed above. You are to comply with this Section, even if InstaSwap's methods to prevent use of the Services are not effective or can be bypassed.

BitTorro may seize any funds from Users in these jurisdictions and donate them to a charity at BitTorro'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. BitTorro'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. BitTorro may occasionally accept a payment with zero confirmations, though this decision is at BitTorro's sole discretion. It is important to note that a payment being broadcast to the blockchain network does not constitute an acceptance by BitTorro of that payment.

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

- BitTorro 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 BitTorro 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 BitTorro 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 BitTorro in order to solve the issues and arrange the potential refund.
- All transactions from BitTorro.io 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 BitTorro 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 BitTorro 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. BitTorro reserves the right to handle this on a case-by-case basis. Any decisions by BitTorro.io with respect to such coins or tokens being deposited when no longer supported are final.
- BitTorro 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 BitTorro'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.
- Deposits under 5 USD are too small to be refunded due to the mining fee and administrative costs. BitTorro shall not refund any coins or tokens that are worth less than 5 USD or equivalent value. Users are advised not to use the service for orders under this size.
- WARNING: There are fake websites pretending to be BitTorro (aka "phishing scams"). They use a misspelled URL that looks like "BitTorro.io" in order to trick users into sending them

funds. DO NOT USE ANY SERVICE THAT ISN'T EXACTLY LOCATED AT THE DOMAIN:
"BitTorro.io"

- BitTorro is not responsible for funds that have been sent to these fake BitTorro phishing sites. It is important that all users verify they are visiting the correct URL (BitTorro.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 BitTorro unless you have verified that it is an official request from an BitTorro.io operator. 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://BitTorro.io/contact-us/>

Crypto to Crypto AML/KYC

In our website users don't need to create accounts: you don't need to register or log in to use the Website. BitTorro uses an automated risk management system to check all the transactions made by the Users. By accepting these Terms you agree to pass through the AML/KYC procedure, which may be applied to you or may be requested by BitTorro in some cases. During the AML/KYC procedure, Instaswap reserves the right to request additional information and documents, including but not limited to scan of your ID document valid in your country and additional information of the funds' origin. 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 BitTorro with the requested documents and information, BitTorro 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.

6. Permissible Use

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

7. Links to Third Party Sites

The Website may contain links or submit access to the third parties sites and to the content displayed on such sites which is the result of intellectual activity of the third parties and protected in accordance with the applicable laws. BitTorro does not check these sites and the content displayed on them for compliance with the applicable laws. BitTorro is not responsible for any information or content displayed on such sites to which the User gets access through the Website, including, any opinions or statements expressed on such third parties sites. The User confirms that since the User will pass to the link on the Website to the site of the third party, the relations between the BitTorro and the User shall terminate and the BitTorro is not responsible for the accuracy of the information displayed on the websites of the third parties, use the services and content of the third parties by the User, the validity of such use and quality of the services and content displayed on the third party's sites.

9. 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.

11. 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.

12. Privacy and Transparency Statement

BitTorro 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. BitTorro 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 BitTorro.io are public and easily correlated. Utilizing BitTorro 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 BitTorro's system.

You accept that BitTorro 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 BitTorro and our users.

13. Contact Us

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

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. Complete Agreement

These Terms completely and exclusively state the agreement between you and BitTorro regarding their subject matter. These Terms supersede and govern all prior or contemporaneous understandings, representations, agreements, or other communications between you and BitTorro, 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 cryptocurrency which exchanges. BitTorro and any of the team members will not held accountable for any loss of personal property or valuable assets. Use the BitTorro service at your own risk.

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