

Terms of Service

These Terms and Conditions are the terms on which Coinstars offers services to its users. By accessing, registering, and using any of the services offered through the Coinstars platform, you acknowledge that you have read, understood, and fully accepted this Agreement, and you agree to comply with it directly and unconditionally.

If you do not agree with these Terms and Conditions, or with any future modifications, you should stop using Coinstars's services.

Coinstars reserves the right to cancel or restrict access to its services for any user who violates this Agreement or any applicable laws and regulations, in any jurisdiction.

Scope of Application

These Terms and Conditions apply to all users who access the Coinstars platform, regardless of the country or jurisdiction from which the services are used. The use of the platform will be considered as implicit acceptance of this Agreement.

If the User has entered into another agreement with Coinstars for the provision of its services, that agreement shall prevail over these Terms and Conditions.

Glossary

1. **Coinstars:** Digital platform that offers buying and selling services of virtual assets, cross-border payments, pay-in and pay-out services.
2. **User:** Individual or legal entities who use Coinstars's services.
3. **Virtual assets:** Representation of value that can be digitally traded or transferred.

Services

As part of Coinstars's business purpose, the following services are included but not limited to:

1. **Purchase and Sale of Virtual Assets:** Coinstars allows its users to acquire and sell virtual assets through its platform, without providing custody of user's funds.
2. **Cross-Border Payments:** Coinstars facilitates the sending and receiving of funds across different countries, acting as an intermediary with payment networks, financial providers, and partner entities.
3. **Collection Services on Behalf of Others (COBO):** Coinstars enables its corporate clients to receive payments from third parties through a favorable channel, under duly regulated structures.
4. **Payment Services on Behalf of Others (POBO):** Upon the instruction and authorization of its users, Coinstars makes payments to third parties on behalf of its clients.

Coinstars reserves the right to modify, expand, or limit the services offered, in accordance with the applicable law where Coinstars operates.

Eligibility and Restrictions

Coinstars's services are not available to:

1. Individuals or entities who reside in, are citizens of, or are incorporated under prohibited jurisdictions, including but not limited to: North Korea, Iran and Myanmar.
2. Individuals or entities listed under international sanctions in accordance with OFAC, FinCEN, the United Nations, or any other applicable international sanctions lists.
3. Individuals who are minors or otherwise lack legal capacity under the laws of their country of origin.

Platform Registration

To access Coinstars's services, the User must complete a registration process by providing authentic and updated information, including but not limited to: name, email address, residential address, ID, and tax identification number.

Risks Related to Use

The user acknowledges and accepts the inherent risks associated with virtual assets, which include but are not limited:

1. High market volatility.
2. Potential total loss of value resulting from technological failures, cyberattacks, or network disruptions.
3. Operational, technological, regulatory, and cybersecurity risks linked to the handling of digital assets.

Third-Party Involvement Risks

The user understands and agrees that use Coinstars's services may involve third parties not controlled by Coinstars, such as technology providers, payment partners or other external service providers. Coinstars does not oversee, manage, or guarantee the availability, performance, security, or legal compliance of these third parties.

Therefore, Coinstars shall not be responsible for any malfunction, error, delay, interruption of service, data loss, security incident, loss of funds, or any other harm arising directly or indirectly from acts or omissions of third parties not affiliated with Coinstars.

Limitation of Liability

Under no circumstances shall Coinstars, its affiliates, employees, or representatives be held liable for:

1. Economic losses resulting from market fluctuations.
2. Failures or delays caused by events beyond Coinstars's control.
3. Service breaches that are directly or indirectly caused by unforeseen circumstances or force majeure events.
4. Delays in the execution or settlement of payments due to operational factors or reasons attributable to external parties.

Intellectual Property

All intellectual property rights belong solely and exclusively to Coinstars, including but not limited to logos, software, trademarks, and content, which are protected under applicable law. Any use without Coinstars's express written authorization is prohibited.

Transaction Cancellation

Coinstars reserves the right to cancel orders without prior notice under the following circumstances:

1. When a purchase order is placed but the corresponding payment is not received within the previously agreed time frame.
2. When a sale order is placed but Coinstars is unable to complete the payment within the stipulated period.

In both cases, the cancellation may be carried out unilaterally by Coinstars without prior notice.

Request for Transaction Cancellation

The user may request the cancellation of a transaction by contacting their sales representative directly through the communication channels established for that purpose.

Termination and Suspension

Coinstars reserves the right to cancel, suspend, or restrict user access to its services under the following circumstances:

1. Violation of this Agreement or any applicable law.
2. Use of its services within the prohibited jurisdictions, including but not limited to: North Korea, Iran and Myanmar.
3. Is involved in or linked to any illegal activity or criminal behavior.
4. Request by a competent authority.
5. If, in Coinstars's judgment, the Client represents an imminent risk.

Voluntary Account Closure by the User

The user may close their account through the mobile application; account closure via the website is not available.

By proceeding with account deletion, the User acknowledges and agrees that:

1. The account will be permanently deleted.

2. The User will not be able to recover access or reactivate the deleted account.
3. The same email address or phone number linked to the closed account may not be reused to create a new one.
4. Any pending orders, withdrawal requests, or unprocessed transfers will be automatically cancelled.

As part of the account closure, all information related to KYC process will be deleted, except for any data that must be kept on file for regulatory compliance purposes.

Modifications

Coinstars reserves the right to modify these Terms and Conditions at any moment. By continuing to use the services, the user agrees to the updated terms.