

Terms & Conditions / Refund Policy

Throughout this agreement the terms "us", "our", and "we" refer CryptalEx and it's operator(s) and owner(s). The terms "you", "your", and "user" refer to the person or entity accessing CryptalEx or using it's services. The terms "coin" and "coins" are synonyms for cryptocurrencies.

Your Agreement to the Terms

Accessing this website or any services provided by it in any way indicates your agreement to the complete terms and conditions in this agreement. Any section or item found to be unenforcable by a court of law does not invalidate any other section or item.

Refund Policy - Completed Transactions

It is the nature of Bitcoin, Litecoin, and the other cryptocurrencies on our website that all transactions are final with no method of chargeback or recourse for the sender of the funds. As such we are unable to reverse or provide refunds for any payment made through our payment system. This also applies if you contact us before the payment is completed but it reaches completion before we are able to respond. We do provide a feedback system so buyers can leave ratings for sellers (and vice versa).

Refund Policy - Incomplete Transactions

If your coins were not received and/or confirmed in time, we will gladly refund them to you. Simply send in your transaction ID, verification code, and refund address. We will in most cases email you to ask if you would like a refund, but this is not guaranteed. Refunds will be either (at our discretion): a) the original amount of coins received, or b) an amount equivalent to the USD value at the time of the transaction. All refunds must be claimed within 30 days of us receiving your coins or they will be forfeited. Refunds are sent minus the unsubsidized coin/miner TX fee to send them to you.

Refund Policy - Tiny Amounts

For a refund to be honored it must be at least the network transaction fee (TX fee) for that coin times two, otherwise it will be forfeited.

Funds Recovery - Sends to wrong coin/chain, missing tags, delisted coins, etc.

If coins are sent to the wrong coin or blockchain or to a delisted coin and need to be recovered by us manually there will be an 8% recovery fee; if the coins can be recovered at all. This would apply if for example you sent Ether to an Ether Classic address or Digitalcoin to a Dogecoin address, etc. This would also apply to coins that require a destination tag, payment ID, memo, etc. and they were not set or were set to an incorrect value. We will not recover tokens we do not support. You must contact us within 90 days for us to recover your funds for you or they will be forfeited.

Restricted Items/Services

The following items and/or services may not be bought or sold with our service(s):

- ❖ Illegal drugs and substances.
- ❖ Pornography featuring underage or unconsenting performers
- ❖ Software or websites with malware, viruses, trojans, spoofing, etc.
- ❖ High-yield investment programs (HYIP)
- ❖ Content which may be:
 - Libellous or maliciously false;
 - Infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right;
 - Be in contempt of any court, or in breach of any court order;
 - Be in breach of racial or religious hatred or discrimination legislation;
 - Be untrue, false, inaccurate or misleading;
 - Constitute spam;
 - Be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory

Security

We take many security measures, including but not limited to:

- ❖ Implemented TREZOR login.
- ❖ Two factor authentication (2FA) via Email or Google Authenticator.
- ❖ TLS encryption between you and our servers to protect against eavesdroppers.
- ❖ Account lockouts to prevent brute force password guessing.
- ❖ Protection against cross-site scripting (XSS) and SQL Injection attacks.

Liability

We make our best effort to ensure the reliability and safety of our services however we can not be held liable in any way for funds lost or fluctuations in market exchange rates. Examples where funds could be lost (but not limited to these examples) are technical issues, 3rd party interference such as hacking or DDoS, untrustworthy and/or fraudulent merchants, or issues with the cryptocurrencies themselves such as software errors or 51% attacks.

Changes & Updates

We reserve the right to update, change or replace any part of these Terms & Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.