

Use Policy

Please read these terms and conditions carefully before using the website.

1. Terms of website use

These terms & conditions of use provide you with the terms of use on which you may make use of our website, whether as a guest or a registered user. Use of our website includes accessing, browsing, or registering to use our site. Please read these terms of use carefully before you start to use our website. By using our website, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our website.

2. Other applicable terms

The following terms also apply to your use of our website:

Our Privacy Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our website, you consent to such processing, and you warrant that all data provided by you is accurate.

Our disclaimer sets out our limitation of liability and confidentiality requirements for using our website.

[If you purchase services from our website, our Custody Service Agreement (CSA) will apply to the sales.]

3. Licenses and Registrations

Our website is operated by ALT Capital Ltd ("we / ALTCAP"). We are regulated in Hong Kong and are constantly updating our regulatory status periodically.

4. Changes to these terms

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

5. Information on our website and changes to it

The information contained in this website is for general information purposes only. We endeavour to keep the information published on our website up to date and correct, however, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

6. Your account and password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion, you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@smart-plus.tech.

7. Privacy

Our overriding objective is to handle all data fairly and securely. Any information you give us about yourself will be stored on our systems and may be disclosed to, processed and used by us, and the other companies that assist us in providing our services in accordance with our Privacy Policy.

8. Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print or download extracts of any page(s) from our website for your personal use and you may draw the attention of others within your organization to content posted on our website.

You must not modify in any way the paper or digital copies of any materials you have printed off or downloaded, and you must not use any illustrations, photographs, video or audio sequences, or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

You must not use any part of the content on our website for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9. Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our website ; or
- use of or reliance on any content displayed on our website.

Please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;

- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our website or to your downloading of any content on it, or any website linked to it.

We assume no responsibility for the content of websites linked to our website. Such links should not be interpreted as endorsements by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by us to you, which will be set out in our Custody Service Agreement (CSA).

10. Viruses

We are the owner or the licensee of all intellectual property rights in our website and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print or download extracts of any page(s) from our website for your personal use and you may draw the attention of others within your organization to content posted on our website.

You must not modify in any way the paper or digital copies of any materials you have printed off or downloaded, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

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11. Linking to our website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

You must not establish a link to our website in any website that is not owned by you. Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page.

We reserve the right to withdraw linking permission without notice.

12. Third-party links and resources on our website

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources.

13. Transaction Disputes

You acknowledge that a Transaction Funds Reversal, Refund or dispute may result in a return of part or all of the Purchase Price to the Buyer, Card Network or financial institution requesting the reversal. If a Transaction is disputed, or a Transaction Funds Reversal or Refund is being sought, You will be fully liable for the dispute, reversal or refund of the Purchase Price and any associated fees or fines and You agree:

- to be bound by any payment industry or banking rules and regulations applicable to the dispute, Transaction Funds Reversal or Refund;
- to take all reasonable action to resolve any dispute promptly including a dispute involving a Transaction Funds Reversal or Refund;
- to provide, and instruct ALTCAP to provide, timely assistance and reasonable information to the Platform Provider, the Card Network, ALTCAP's processor, or any financial institution about any dispute, Transaction Funds Reversal, or Refund;
- that if the payment industry or banking rules and regulations require the Transaction Funds Reversal, ALTCAP is instructed by You, without further notice, to give effect to the reversal by holding an amount in our bank account to cover the reversal, restricting Your access to the funds in Our bank account, debiting the Transaction Funds Reversal amount and any associated fees or fines from Our bank account (or direct debiting Your Account for an amount covering the Transaction Funds Reversal), and adjusting your Payin Wallet to reflect the reversal;
- that if a Refund is being sought, to provide timely instructions directly to ALTCAP about the Refund.

ALTCAP assumes no liability for any Transaction Funds Reversal, Refund, or dispute and You agree to hold harmless ALTCAP for acting in accordance with our Custody Service Agreement (CSA). You also agree to indemnify ALTCAP for any Transaction Funds Reversal, Refund, or dispute and any associated fees or fines.

ALTCAP may take any legal action against you to enforce its indemnity or otherwise recover any funds from you in relation to any Refund or Transaction Funds Reversal.

You acknowledge and agree that ALTCAP may delay or reject Transactions that ALTCAP considers potentially fraudulent or unauthorized.

14. Contact us

To contact us in relation to these terms of use, please email support@smart-plus.tech.

Compliance Statement

It is our policy and obligation to comply with all the applicable regulatory requirements when providing services to our customers. The provision of our Custody Service in Hong Kong (as well as anywhere else we target) is subject to constant change and we will ensure our systems and controls remain compliant and up to date.

Prohibited and Restricted Lines of Business

You may not use the ALTCAP.net service for activities that:

- Are inappropriate content, goods or services that promote, cause or further Hate/Violence/Racism/Religious persecution;
- Drug paraphernalia
- Drugs / Illicit substances, steroids, and certain controlled substances or other products that present a risk to consumer safety;
- Encourage, promote, facilitate or instruct others to engage in illegal activity;
- Infringe any duly registered copyrights/trademarks or other violation of intellectual property rights;
- Involve the sale of products or services identified by government agencies to have a high likelihood of being fraudulent;
- Involve offering or receiving payments for the purpose of bribery or corruption
- Pyramid or Ponzi schemes.
- Relate to the sale of dangerous or hazardous goods;
- Sale of government IDs or documents
- Stolen goods including digital and virtual goods
- Transactions involving fraudulent/deceptive marketing practices
- Violate any law, statute, ordinance, or regulation;
- Weapons, firearms and ammunitions;

Activities Requiring Approval

ALTCAP requires pre-approval to accept payments for certain services as detailed below:

- Delivery of future services including airlines, travel agencies and hotel bookings and event ticketing
- Collecting donations as a charity or non-profit organization
- Any form debt and loan related businesses,
- Internet pharmacies (including referral sites) or prescription drugs/devices;

- Virtual currencies including but not limited to Bitcoin and Bitcoin exchanges;
- Adult material such as legal pornography sites and other adult materials
- Dealing in jewels, precious metals and stones
- Acting as a money transmitter or selling stored value cards; selling stocks, bonds, securities, options, futures (forex), or investment interest in any entity or property or providing escrow services;
- Selling alcoholic beverages, e-cigarette devices, and non-cigarette tobacco products;
- Activities involving gambling, gaming, and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, fantasy sports, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not legally defined as gambling) and sweepstakes, if the operator and customers are located exclusively in jurisdictions where such activities are permitted by law.

Violations of the Acceptable Use Policy

We encourage you to report violations of this Acceptable Use Policy to [ALTCAP.net](https://altcap.net) immediately. If you have a question about whether a type of transaction may violate the Acceptable Use Policy, you can email us at support@smart-plus.tech.

Infringement Reporting Policy

It is our policy to take appropriate action where necessary to remove from our services or to disallow the use of our services in connection with material that is claimed to be infringing. If you are an intellectual property rights owner and you believe a website or a webpage using our services sells, offers for sale, makes available goods and/or services, or otherwise includes content or materials that infringe your intellectual property rights, then please contact us at support@smart-plus.tech.

Anti-Money Laundering Policy Statement

It is our policy and obligation to comply with the anti-money laundering legal and regulatory requirements that apply to our business. As a regulated group, ALTCAP is subject to a variety of Anti-Money Laundering, Terrorist Financing and other relevant regulations in the countries it operates.

As an example, ALTCAP is required to meet, among others, the following broad legal requirements:

- Understand and interpret the legal and regulatory framework in any countries it operates in;
- Understand standard industry best practices in AML/CTF procedures and proportionate risk-based approach;
- Design and implement the systems and controls necessary to mitigate the risk of being used in connection with money laundering or financing terrorism.
- ALTCAP's AML/CTF legal obligations include among others:
- Verifying its customers' (including beneficial owners') identity, address, and other particulars;
- Keep full records of all transactions together with the identification provided;

- Monitor any unusual or suspicious transactions of any size;
- Report any suspicious transaction to the relevant local regulator.

Complaints Handling Policy

1. Our policy

ALTCAP is committed to providing the highest level of care to all our customers. If you feel that our service has not met your expectations, then please tell us. Customer complaints are important to our organization. They offer specific insights into how we might improve our services, processes, and procedures.

2. What to do if you have a complaint?

Please contact us at support@smart-plus.tech, detailing the nature of your complaint and providing all relevant information and your contact details. To ensure that your complaint is resolved as soon as possible, please outline any steps you would like us to take in addressing the issue.

3. Our complaints procedure

- Once a complaint has been received, we will acknowledge it and aim to resolve it as quickly as possible. The length of time will depend on the nature of the issues involved. Should a delay occur, we will contact you to explain the reason for the delay and outline the next steps.
- If you have received an offer of remedial action or redress from us in response to a complaint you have submitted, and if you consider it to be acceptable, please let us know so that we can comply promptly with it.

4. If you are not satisfied with our response

If you are not satisfied with our final response, you might be entitled to refer it to the relevant local Ombudsman Service, but you must do this within six months of our final response.