

BuyTap Terms of Sale — Legal Rules (Draft)

Domain: buytap.trade

Entity: BuyTap Inc. (U.S. registered, operating in Kenya)

Address: Building 800, S Figueroa Street, L.A. Live, Staples Center, Los Angeles, CA 90017

Last Updated: 2025-08-21

1. Acceptance of Terms

By accessing or using BuyTap, you agree to be bound by these Terms of Sale and related policies (Privacy Policy, Acceptable Use Policy, Dispute Policy). If you do not agree, do not use our services.

2. Eligibility

- Users must be **18 years or older**.
 - You must be legally capable of entering into binding agreements.
 - You must not be prohibited from using our services under U.S. or Kenyan law.
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3. Nature of Service

- BuyTap is a **peer-to-peer token marketplace**.
 - We **do not hold funds**; payments occur directly between buyers and sellers (e.g., via M-Pesa).
 - Token durations and returns are **program rules**, not investment guarantees.
 - BuyTap is not a bank, financial institution, or investment advisor.
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4. Order Lifecycle

Orders move through four stages: 1. **Pending** — Buyer submits order.

2. **Paired** — Buyer matched with a seller. Buyer must pay within the set timeframe.

3. **Active** — Seller confirms receipt; countdown begins.

4. **Closed** — Order matures; buyer receives returns.

If obligations are not met, orders may be **Revoked**.

5. User Obligations

5.1 Buyers

- Pay sellers the exact amount within **[X hours]** of pairing.
- Upload valid proof of payment and click *Made Payment*.
- Never pay from accounts not registered in your name.

5.2 Sellers

- Confirm payments promptly by clicking *Mark Received*.
 - Verify details match (amount, sender name, reference).
 - Failure to confirm may result in sanctions.
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6. Fees

- Current platform fee: **[0% / X%]** (subject to change).
 - Mobile money or bank charges are borne by the user.
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7. Prohibited Conduct

- Fraud, chargebacks, or payment reversals.
 - Circular/self-trading.
 - Using stolen or fake identities.
 - Harassment, abusive language, or off-platform solicitation.
 - Sharing another user's personal data outside the platform.
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8. Disputes & Resolution

- If a dispute arises (e.g., buyer paid but seller did not confirm), users must file via the in-platform **Dispute button** within **[Z hours]**.
 - Evidence required: payment proof, transaction references, screenshots.
 - BuyTap may: (i) decide in buyer's favor, (ii) seller's favor, (iii) split/adjust, or (iv) revoke both orders.
 - Decisions are final within the platform.
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9. Refunds, Cancellations & Revocations

- BuyTap does **not issue refunds** (all payments are P2P).
- **Revocations:** If buyer fails to pay in time, order revoked and buyer flagged.
- If seller fails to confirm after valid payment proof, support may force-close and sanction seller.
- Admins may cancel orders for fraud or policy breaches.

10. Account Suspension & Termination

We may suspend, limit, or terminate accounts that breach these Terms, including fraudulent behavior or repeated disputes. Sanctions include cooldowns, temporary suspensions, or permanent bans.

11. KYC/AML & Compliance

- BuyTap may require ID verification at any time.
 - Accounts with suspicious activity may be paused pending review.
 - Records are kept for **5 years** as per U.S. and Kenyan requirements.
 - We cooperate with regulators where legally required.
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12. Liability & Disclaimer

- BuyTap provides a platform only; we are not responsible for payment disputes outside the system.
 - Token durations and returns are **program rules, not guarantees**.
 - Users trade at their own risk.
 - BuyTap's liability is limited to the maximum extent permitted by law.
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13. Governing Law

- These Terms are governed by the laws of the **United States (California jurisdiction)**.
 - Operations in Kenya are subject to applicable Kenyan law.
 - Venue for disputes: **Los Angeles, California courts**.
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14. Changes to Terms

We may update these Terms at any time. Continued use of the platform after notice of changes means you accept the revised Terms.

End of Terms of Sale — Legal Rules