



**AIVIA WEALTHTECH, INC**  
**USER AGREEMENT TERMS AND CONDITIONS**  
Updated March 20, 2021

## **Terms and their meaning:**

**"AIVIA, Company or Us"** - (hereinafter referred to as "AIVIA" or "Company") AIVIA WEALTHTECH, INC. Is a corporation registered Seychelles Islands.

**"User Agreement"** refers to the Risk Disclosure Statement, Privacy Policy, Terms of Use of the AIVIA.IO site, Cookie Policy and this User Agreement Terms and Conditions collectively.

**AIVIA Platform** - a website owned and operated by AIVIA such as [www.aivia.io](http://www.aivia.io) and any subdomains and other Internet pages connected through this page to access services, benefits, privileges, software and applications for our users .

**Supplier (s)** - Legal entities or individuals providing a number of services, benefits, privileges, delivering a product, developing applications for AIVIA WEALTHTECH, INC under a contract.

**AIVIA Subscriber and Account** is an individual who creates an account and has passed registration and verification as an investor or trader on the AIVIA platform.

**Security Deposit** Security Deposit is a mechanism that enables to limit losses of the Investor's initial deposit.

**Purchaser, Consumer, Buyer hereinafter referred to as User** - an individual who has made a payment for the right to use the Company's software assembled into different packages as a User (only individuals can be subscribers or users). The right to use terminates only if this agreement is terminated at the initiative of one of the Parties - the User or the Company. User must meet all the terms and conditions in order to use the Software of the Company

**Application to Become a User or Subscriber** - filling out an electronic application as a candidate to become a user or a subscriber. Applications are considered and approved or rejected by the Company. Application contains disclosures and statements by User.

**Trader** - is a subscriber and user of the platform, a person who trades crypto currency or any other crypto assets on crypto exchanges with the intent to make a profit.

**Investor** - is a person who is a platform user who seeks to increase asset holdings through the use of trading robots, or linking to a trader for asset management by providing API keys to the exchange account.

**Trading Robot** - the software with extensive functionality for algorithmic trading strategies on crypto exchanges

**Product** - AIVIA has developed and launched a platform for Investors and Traders, as well as trading robots. All these developments are assembled in various packages that differ in rights, privileges and price.

**Premium Package** - enables the User to link to total of six traders and/or trading robots. The package price is 650 USDT. It requires a Holdings of AIV token in equivalent of the Initial AIVDrop in order to activate and use the package.

**VIP Package** - enables the User to link to total of 12 traders and/or trading robots. Access to the Training System Smart Investor. The package price is 1200 USDT. It requires a Holdings of AIV token in equivalent of the Initial AIVDrop in order to activate and use the package.

**Form of Payment** - A one-time payment of 650 or 1200 USDT depending on the price of the package. USDT is the only form of payment accepted by AIVIA

All calculations are made in USDT

**“USDT”** - is the crypto currency available for purchase on crypto exchanges that AIVIA accepts as a form of payment for the sale of packages.

**Holdings of the AIV token** - Required holdings in the personal wallet of the AIV token in order to maintain the right to use the platform and trading robots. The minimum number of AIV tokens must be equivalent no less than the Initial AIVDrop at the time of purchase of the package.

**AIV Token** is an integral part of the AIVIA ecosystem, which is used for internal payments and rewards of all participants of the AIVIA platform. Tokens are issued on the Ethereum blockchain in a quantity of 2 billion units. The token sole purpose is the use within the AIVIA platform. AIV token has no intrinsic value, except for the value users, buyers and sellers on crypto exchanges place on it at any given time.

**Initial AIVDrop** is the deposit of the AIV token to the verified User's wallet made by AIVIA after the purchase of the Premium or VIP package. A number of AIV token awarded as an Initial AIVDrop will vary daily, based on the market conditions. The exact number of tokens will be shown during the purchase of the Premium or VIP package.

**Payment of the Fee for the use of trading robots** On the last day of each month user receives an invoice for the use of a trading robot. The percentage of success fee depends on the monthly earnings and the set of functions of the robot.

**Payment of Traders Success Fee** - on the last day of the month, each user receives an invoice for the trader Success Fee, according to the specified percentage when linking to a trader. Payment must be made within 72 hours after the invoice issued to the wallet number and in the cryptocurrency indicated in the invoice. If payment is not received within 120 hours (5 calendar days) by the Trader, AIVIA will deactivate User's

account and block the access to Traders and Trading bots, all open orders in your crypto exchange accounts will be closed at the current market price at the time of suspension, you will be disconnected from all Traders and Trading bots, and will be unable to participate in the AIVIA referral program and withdraw any earnings from this program. In addition, the User will be assessed with the fines as follows: 120 hours (5 calendar days) is a grace period. Every following calendar day fine will be 10 % per diem based on the amount of the invoice for the next 10 calendar days. If in 15 days the entire invoice including fines has not been paid, AIVIA will attempt to collect the debt owed to the Trader by employing all available methods in order to have an invoice paid in full..

**Copy trading Fee Structure.** Traders participating in copy trading will charge investors in total 45 % success fee. The trader will be responsible for the 10% referral fee and 5% Technology fee. The trader will retain a total Total of 30%, 10% will be billed as a referral fee, and 5% will be billed as a platform Technology Fee.

**Manual Trading Fee Structure.** Traders participating in manual trading via API keys will charge investors in total 45 % success fee. The trader will be responsible for the 10% referral fee and 5% Technology fee. The trader will retain a total Total of 30%, 10% will be billed as a referral fee, and 5% will be billed as a platform Technology Fee

**The Platform Technology Fee.** Traders are responsible for the payment of the Technology fee for the use of AIVIA platform is 5% of monthly earnings. An invoice for the use of the platform is issued only if the user has made a monthly profit.

**Referral Fee.** Traders are responsible for the payment of the referral fee (if applicable) for the AIVIA users - Independent Business Owners who are referring other investors. The referral fee is 10 % of the monthly profit.

**AIVIA Billing** AIVIA has automated billing function that enables Traders to issue an invoice. Trader is responsible for paying Aivia Platform technology fee and referral fee. Trader can set any additional billing conditions and fees when creating a project on the platform Trader's Mode.

**Trader's Instructions and Authorization regarding Referral Fee and Technology Fee.** AIVIA IS HEREBY IRREVOCABLY AUTHORIZED AND INSTRUCTED to deduct referral fee (if Applicable) and 5% Technology fee from the total performance billing cycle from the trader's proceeds

## **USER AGREEMENT TERMS AND CONDITIONS**

**ATTENTION!!!! COPY TRADING IS NOT AVAILABLE FOR A DEPOSIT BALANCE LOWER THAN 0.014 BTC. THE USER UNDERSTANDS AND AGREES THAT IF THE DEPOSIT**

**AMOUNT DROPS BELOW 0.014 BTC DUE TO A DRAWDOWN IN THE TRADING PROCESS, WITHDRAWAL OF FUNDS, OR FOR ANY OTHER REASON, THE USER WILL NOT BE ABLE TO USE AIVIA PLATFORM UNTIL BRINGING DEPOSIT AMOUNT TO 0.02 BTC OR ABOVE THAT AMOUNT.**

By entering into this User Agreement, user understands and agrees that this user agreement includes Privacy Policy, Risk Disclosure Statement, Terms of Use of the site aivia.io and these terms and conditions.

**Rights of use and license to use the software-** access to user's personal account, the ability to link to traders, use of trading robots, training and all the functions of the AIVIA platform and trading robots are provided by the Company or its affiliates. Rights and licenses are based on the level of the purchased package. All terms, conditions and rules specified in this User Agreement determine the relations between the Company as a party providing services on the one hand, and Consumers, Subscribers and Users, on the other hand.

**The company has the right to reject any applicant:** AIVIA has the right to reject any applicant to become a Subscriber or User at its sole discretion with or without any reason.

**Applicant minimum age requirement:** Applicants must reach minimum 18 (eighteen) years of age to become a User.

**AIVIA WEALTHTECH, INC Disclosures for Subscribers and Users - a statement of waiver of any and all liability:**

AIVIA WEALTHTECH, INC IS A SEYCHELLES ISLANDS REGISTERED ENTITY. AIVIA SOFTWARE AND PACKAGES CAN BE PURCHASED ANYWHERE IN THE WORLD WHERE BUSINESS ACTIVITY OF AIVIA IS NOT PROHIBITED BY LAW.

USERS AND SUBSCRIBERS UNDERSTAND THAT AIVIA DOES NOT GIVE ANY WARRANTY OR GUARANTEE

THERE IS NO GUARANTEE THAT USE OF THE COMPANY'S TECHNOLOGY, ITS SOFTWARE, PACKAGES WILL MAKE PROFITS, INCOME OR PROVIDE ANY GAINS OR MATERIAL BENEFITS;

THERE IS NO GUARANTEE OF THE SAFETY AND SECURITY OF YOUR ASSETS.

AIVIA IS NOT RESPONSIBLE AND NOT LIABLE FOR ANY COMPLETE OR PARTIAL LOSSES OF ANY USER'S OR SUBSCRIBER'S CRYPTO ASSETS OR ANY OTHER ASSETS.

AIVIA DOES NOT KEEP ANY PASSWORDS AND OTHER ACCESS TO USERS WALLETS, DOES NOT CONTROL THE ACTIONS OF TRADERS OR OTHER USERS, AND DOES NOT HAVE CONTROL OVER EXCHANGES OR THEIR BUSINESS PRACTICES.

RISK ACKNOWLEDGEMENT: USERS AND SUBSCRIBERS USING THE AIVIA PLATFORM UNDERSTAND AND UNDERTAKE ALL THE RISKS SUCH AS, BUT NOT LIMITED TO ALL RISKS ASSOCIATED WITH SALES, PURCHASE, HOLDINGS AND SPECULATIVE TRADE IN THE MARKET OF CRYPTO ASSETS AND CRYPTOCURRENCIES.

USERS ACKNOWLEDGE, UNDERSTAND, AGREE AND UNDERTAKE RISKS ASSOCIATED WITH ANY INVESTMENT IN THE CRYPTOCURRENCY MARKET THAT MAY RESULT IN THE TOTAL LOSS OF ALL INVESTED ASSETS;

USERS AGREE AND DECLARE THAT THEY HAVE NO CLAIMS AND WILL NOT HAVE ANY CLAIMS IN THE FUTURE AGAINST AIVIA, IN CONNECTION WITH THE POSSIBLE LOSS OF ANY OR ENTIRE INVESTED ASSETS.

ALL USERS, SUBSCRIBERS, PURCHASERS AND CONSUMERS AGREE TO INDEMNIFY AND HOLD HARMLESS FROM ANY AND ALL LIABILITY AIVIA WEALTHTECH, INC, ALL OF ITS EMPLOYEES, OFFICERS, DIRECTORS, FOUNDERS, CO-FOUNDERS, MANAGEMENT, AS WELL AS, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS, INDEPENDENT AFFILIATES, LEGAL ENTITIES AND INDIVIDUALS FOR ANY AND ALL DAMAGES: PUNITIVE, MATERIAL, PHYSICAL, PSYCHOLOGICAL, LEGAL, MORAL AND / OR ANY OTHER TYPE OF DAMAGES, ASSOCIATED WITH THE REGISTRATION AND USE OF AIVIA PLATFORM OR AIVIA SOFTWARE.

**ATTENTION!** BEFORE PURCHASING COMPANY'S SOFTWARE, IT IS USER'S RESPONSIBILITY TO CHECK THE LAWS OF THE COUNTRY IN WHICH THEY INTEND TO ENGAGE IN ANY ACTIVITY USING TECHNOLOGY OF AIVIA WEALTHTECH, INC. IT IS USER'S RESPONSIBILITY TO MAKE SURE THAT THEY DO NOT VIOLATE THE LAW AND THE RULES OF THE COUNTRY AND ITS FINANCIAL MARKET. USER SHOULD PERFORM AN INDEPENDENT DUE DILIGENCE AND CHECK ALL THE FACTS BEFORE BECOMING A SUBSCRIBER AND / OR USER.

**Payment for packages:** The user makes a one-time payment in the amount of 650 or 1200 USDT, depending on the price of the package. Payment is accepted only in cryptocurrency USDT.

**Trader Success Fee Payment:** on the last day of the month, each user receives an invoice for the trader Success Fee, according to the specified percentage when linking to a trader. Payment must be made within 72 hours after the invoice issued to the wallet number and in the cryptocurrency indicated in the invoice. If payment is not received within 120 hours (5 calendar days) by the Trader, AIVIA will deactivate User's account and block the access to Traders and Trading bots, all open orders in your crypto exchange accounts will be closed at the current market price at the time of suspension, you will be disconnected from all Traders and Trading bots, and will be unable to participate in the AIVIA referral program and withdraw any earnings from this program. In addition, the User will be assessed with the fines as follows: 120 hours (5 calendar days) is a grace period. Every following calendar day fine will be 10 % per diem based on the amount of the invoice for the next 10 calendar days. If in 15 days the entire invoice including fines has not been paid, AIVIA will attempt to collect the debt owed to the Trader by employing all available methods in order to have an invoice paid in full.

**Payment of the technology fee for trading robots:** on the last day of the month, each User receives an invoice for the technology fee for trading robots, according to the percentage at the time of the robot setup and deployment. After invoice issued, User agrees to make a payment within 72 hours of the to the wallet number and in the crypto currency specified in the invoice. If payment is not received by the Trader the User will be assessed with the fines as follows: 120 hours (5 calendar days) is a grace period. Every following calendar day fine will be 10 % per diem based on the amount of the invoice for the next 10 calendar days. If in 15 days the entire invoice including fines has not been paid AIVIA will deactivate User's account and block the access to Traders and Trading bots. AIVIA will attempt to collect the debt owed to the Trader by employing all available methods in order to have an invoice paid in full. Please note, invoice will be issued only if trading robots have generated a profit on the User's account.

**Success Fee Invoicing:** All transactions on the investor's account that are closed at the time starting from 12:01 UTC on the first day of the month and until 12:00 UTC of the last day of the month are included in the invoice for that month. If the transaction is closed on the investor account on the last day of the month after 12:00 UTC, then it is

included in the invoice for the next month. In case of profit on the investor's accounts, provided there is no negative UPNL (Unrealized Profit and Loss), the invoice is issued based on PNL (Profit for the Current Month). In the case of negative UPNL, the profit is calculated according to this formula

$PNL - UPNL = \% \text{ of the profit}$

**Maximum drawdown and system set stop losses.** AIVIA platform provides an additional layer of risk management in order to limit losses of the Investor's deposit. If the maximum allowable drawdown is reached the system will unlink the investor from the trader and all the trades will be liquidated. The user understands and agrees, that stop losses might have slippage, which might result in an increase of losses up to 5% higher than the allowable drawback set by the system

**Return packages and refunds:** Packages are not refundable. If the User has purchased a premium or VIP package, he cannot return the package to the Company. The User understands and agrees that AIVIA will not refund any payments or portion of the payment.

**Limitation of liability:** User agrees, understands and accepts the fact that the material damage suffered by the Subscriber or User, under no circumstances may exceed the cost of the Package. You agree and declare that you release from any and all liability AIVIA WEALTHTECH, INC , all its employees, employees, directors, founders, co-founders, management, as well as allied persons, service providers, contractors, independent Affiliates and licensed, affiliated , legal entities and individuals for any and all damage and losses incurred as a result of errors, force majeure, quality of service, negligence, irresponsibility, inability to use the platform and other inconveniences errors and costs.

**Obligations to protect the Company from liability:** AIVIA WEALTHTECH, INC, all its employees, employees, directors, founders, co-founders, management, as well as allies, service providers, contractors, independent Affiliates and licensed, affiliated, legal entities and individuals are not responsible for the consequences and damage resulting from any actions of Subscribers or Users. Users and/or Subscribers agree to follow the code of ethics of conduct, the text of which is posted on the Company's website. Users and Subscribers agree to protect the Company from all and any liability, lawsuits, fines, sanctions and other material penalties, including the costs of legal services that may arise as a result of your actions or behavior. Users and Subscribers are responsible for their behavior and actions.

**Investor:** Users and Subscribers who have purchased a Premium or VIP package can link to traders their account on crypto exchange via API keys for Asset Management.



The statistical data of the performance of each trader generated from their trading activity on the exchange and passed via API keys to AIVIA platform. If such statistics are not available for any reason, the trader must go through a trial period within 30 days before being able to receive assets under management. The investor agrees to comply with the conditions stated in the description of projects and trading strategies after linking to traders. The investor is committed to ethical relationships. The Investor agrees not to enter into transactions with Traders and Platform Users outside of the AIVIA platform.

**ATTENTION: THE INVESTORS UNDERSTAND THAT THEY SHOULD NEVER TRANSFER CRYPTOCURRENCY AND CRYPTO ASSETS TO ANY WALLET EXCEPT FOR THEIR OWN. ONLY IMPOSTERS AND SCAMMERS WILL ASK INVESTORS TO TRANSFER ANY ASSETS DIRECTLY TO THE TRADER'S WALLET. AIVIA PLATFORM TRADERS ALLOWED TO CONDUCT TRADING ACTIVITY ONLY BY USING API KEYS. THE ASSETS NEVER TRANSFERRED OUT OF THE INVESTORS ACCOUNT.** The investor understands and agrees that traders are responsible for trading activity. The investor agrees to protect AIVIA WEALTHTECH, INC, all its employees, employees, directors, founders, co-founders, management, as well as related parties, service providers, contractors, independent Affiliates and licensed, affiliated, legal and physical persons against all and any liability, lawsuits, fines, sanctions and other material penalties, including the cost of legal services, for any and all damage and losses incurred as a result of errors, force majeure, quality of service, negligence, irresponsibility which may arise as a result of the activities of the trader. The Investor understands and agrees that AIVIA is not responsible for the actions and behavior of the Trader. The Investor accepts, understands and agrees that all risks associated with the full or partial loss of crypto assets are a personal decision and responsibility of Investor.

**Trader and Assets under Management:** Users and subscribers who have experience in trading on crypto exchanges can create projects on the AIVIA platform in order to help Investors users of the platform who have purchased packages and registered as investors and looking for traders to manage their assets. Traders are obligated to link their trading accounts to the AIVIA platform through API keys in order to demonstrate statistical data of their performance. If such statistics are not available for any reason, the trader agrees to go through a trial period within 30 days before allowed to receive the assets to trade. The trader agrees not to disable the API key of the trading account while Investor is linked to the trader. **THE TRADER AGREES TO FORFEIT ALL AND ANY COMMISSIONS IF THE API KEY OF THE TRADING ACCOUNT IS DISABLED BY TRADER DURING THE TRADING IN THE ACCOUNTS OF INVESTORS LINKED TO SUCH A TRADER.**

ONLY IN THE CASE OF DISABLING ALL INVESTORS, THE TRADER HAS THE RIGHT TO DISABLE THE API OF THE TRADING ACCOUNT.

The trader agrees to comply with the conditions stated in the description of projects and trading strategies. The trader agrees to the ethical business relationship. The trader agrees not to enter into transactions with the Users outside of the AIVIA platform. The trader agrees not to ask for a direct transfer of Investor assets to their wallets. The trader agrees to conduct trading activities only through API keys. Trader agrees to comply with all the conditions stated in the description of its trading strategies. Traders agree under no circumstances to allow a loss of the Investor's deposit in percentage greater than stated in the description of the project. The trader agrees not to expose the Investor's deposit to unreasonable and unjustified risks. The trader understands and agrees that AIVIA can close all positions and terminate trader's access to of all platform investors accounts, automatically or manually, in case of a deposit loss been greater than the declared maximum percentage. The trader understands and agrees and accepts responsibility and liability for their trading activities. The trader agrees to protect AIVIA WEALTHTECH, INC, all its employees, employees, directors, founders, co-founders, management, as well as related parties, service providers , contractors, independent Affiliates and licensed, affiliated, legal and physical persons against all and any liability, lawsuits, fines, sanctions and other material penalties, including the cost of legal services, for any and all damage and losses incurred as a result of errors, force majeure, quality of service, negligence, irresponsibility which may arise as a result of the activities of the trader. A trader may be liable for damage caused to investors. The trader understands and agrees that AIVIA is not responsible for the success fees payment if Investors refuse to pay the invoice. Investors are responsible for the payment of success fees.

**Minimum holdings of the AIV token requirement:** a prerequisite for using the Premium or VIP package is the holding of the AIVIA ecosystem token in Users verified personal wallet in order to maintain the right to use the Premium or VIP package. The minimum amount of AIV tokens should be equivalent of the Initial AIVDrop in Users verified personal wallet at the time of purchase of the package. The user understands and agrees to hold tokens in an equivalent of the Initial AIVDrop at the time of purchase of the package in order to maintain privileges and the right to use the package. The user understands and agrees that if this condition is not met, AIVIA will disable User's account.

**Notifications:** All notifications must be addressed to AIVIA WEALTHTECH, INC at [info@aivia.io](mailto:info@aivia.io). AIVIA can send a notification to the User, Subscribers, Investors, Traders by e-mail or to the mailing address, which is located in the database of the Company.

The notice is considered to be received immediately after its publication on the Aivia.io website, 24 (twenty-four) hours after the time of sending the electronic message and 3 (three) days after the date indicated on the postal stamp. In the case where proof of the notification is needed, it will be enough to prove that such notification was sent to the address (email) specified by the User, Subscribers, Investors, Traders, during verification.

**Force majeure situations:** AIVIA is not responsible for the inability to provide services or delays in providing services, or for failure to fulfill its obligations, according to these terms and conditions, in case of force majeure situations that are beyond the control of AIVIA. Force majeure situations include strikes, civil unrest, invasion, terrorist attacks or threats of terrorist attacks, war (whether or not declared), threat or preparation for war; fires, explosions, storms, floods, earthquakes, landslides, epidemics and natural disasters; acts, decrees, decrees, restrictions of any government. AIVIA's obligation, in accordance with these terms and conditions, is considered terminated at a time when there is a force majeure situation. AIVIA will take a deferment during this period. AIVIA will try to find a solution in case of force majeure and try to find a way to fulfill its obligations as soon as the force majeure situation ends.

**Predominance of the newest version of the document:** These terms and conditions and any document referred to by these terms and conditions constitute an Agreement between the parties in relation to the use of technologies and products of the Company and supersedes all previous Contracts and agreements of the parties verbal or in writing.

**Amendments:** AIVIA reserves the right to unilaterally review and amend these terms and conditions. Users and / or / Subscribers accept and agree with all changes to these terms and conditions made by the Company from the moment of purchase, if these changes must be adapted by law, or if AIVIA WEALTHTECH, INC notifies the User and / or subscriber about changes in these terms and conditions, in which case, AIVIA WEALTHTECH, INC believes that the Users and / or subscribers agreed to these changes to the terms and conditions if the Users and / or subscribers did not file a written protest with AIVIA WEALTHTECH, INC within 7 days after publication of the newest version of the terms and conditions on the site aivia.io. Publication on the website considered a notice to all users.

**Jurisdiction and method of handling complaints and disputes:** AIVIA has a system for handling complaints in order to find the right solutions. If the User has a complaint, then he should contact the customer support department at the address above.

These terms and conditions are governed by the laws of UK. Any disagreements arising and relating to these terms and conditions fall under the non-exclusive jurisdiction of the UK.

I / We declare that have read, understand, accept and agree to all the statements, risks, disclosures and descriptions on the aivia.io website and agree with all the terms and conditions of this agreement and as stated in the text below this checkbox

I / we declare that I have read and understand all the risks and agree to indemnify and hold harmless from any and all liability COMPANY AIVIA WEALTHTECH, INC, all of its employees, officers, directors, founders, co-founders, management, as well as, suppliers, service providers, contractors, independent affiliates, legal entities and individuals for any and all damages: punitive, material, physical, psychological, legal, moral and / or any other type of damages, associated with creating an account and use of aivia platform or aivia software associated with the partial or complete loss of crypto assets or any other assets related to trading, speculative activities, and or the security of storage of crypto assets or other assets

I / We understand, agree and declare that AIVIA is not engaged in trading activities, does not store user's crypto assets or any other assets. I / we understand that AIVIA provides technology in the form of a platform and trading robots. I / we understand that when linking to a trader, or transferring trading robots to the asset management entity, AIVIA does not have any influence, control or power over traders managing assets and legal entities or individuals managing the user's robots. I / we declare that I have read and understand all the risks and agree to indemnify and hold harmless from any and all liability COMPANY AIVIA WEALTHTECH, INC, all of its employees, officers, directors, founders, co-founders, management, as well as, suppliers, service providers, contractors, independent affiliates, legal entities and individuals for any and all damages: punitive, material, physical, psychological, legal, moral and / or any other type of damages, associated with creating an account and use of aivia platform or aivia software associated with the partial or complete loss of crypto assets or any other assets related to trading, speculative activities, and or the security of storage of crypto assets or other assets

I / We acknowledge, understand and agree to continuous holding of AIV token in my/our personal wallet in order to activate and use the package Premium and to maintain the right to use the platform and trading robots. The minimum number of AIV tokens will be equivalent of Initial AIVDrop at the time of purchase of the package. I / We understand and agree that if this condition is not met, AIVIA reserves the right to disable my/our account.

Before making a purchase, I / We have read the terms and conditions and understand all the risks. I / We declare and confirm that we are making a purchase that includes a Premium package. I / We acknowledge, understand and agree that investments in the crypto industry are associated with the risk of losing all invested assets. I / We agree and accept all risks associated with the complete loss of cryptocurrency and other crypto assets or any invested assets. I / we understand that AIVIA is not responsible for the complete loss of funds and relieve AIVIA of any and all liability. I / we bear all responsibility for decisions to invest and the consequences associated with a possible complete loss of assets, funds or any other material losses

I / We acknowledge, understand and agree to continuous holding of AIV token in my/our personal wallet in order to activate and use the package VIP and to maintain the right to use the platform and trading robots. The minimum number of AIV tokens will be equivalent of Initial AIVDrop at the time of purchase of the package. I / We understand and agree that if this condition is not met, AIVIA reserves the right to disable my/our account.

Before making a purchase, I / We have read the terms and conditions and understand all the risks. I / We declare and confirm that we are making a purchase that includes VIP package. I / We acknowledge, understand and agree that investments in the crypto industry are associated with the risk of losing all invested assets. I / We agree and accept all risks associated with the complete loss of cryptocurrency and other crypto assets or any invested assets. I / we understand that AIVIA is not responsible for the complete loss of funds and relieve AIVIA of any and all liability. I / we bear all responsibility for decisions to invest and the consequences associated with a possible complete loss of assets, funds or any other material losses.

I / we agree and give permission to AIVIA WEALTHTECH, INC to save and process my / our personal information for purposes related to fulfilling the terms of the Agreement, including paying commissions, for administrative and statistical purposes and for

promoting AIVIA goods and services. AIVIA WEALTHTECH, INC has the right to record this information manually and / or in electronic format, and to control this information.

I / we:- hereby informed that we have constant access to the data processed by AIVIA WEALTHTECH, INC, and I / we can / can make changes to them;

- we understand that the provision of personal data is voluntary, however, the refusal to provide this data will affect the impossibility of executing a contract.

I / we agree that AIVIA WEALTHTECH, INC may transfer and share my / our personal information with other affiliated organizations, affiliates and companies controlled or having contractual relations with AIVIA WEALTHTECH, INC, and other persons for the purpose of maintaining business, Including independent affiliates of AIVIA WEALTHTECH, INC. These persons may be located in countries that are located anywhere in the world, and in the geographical area which do not have laws protecting personal information.

Note: Information about companies and countries will be provided upon request.

I / we give my consent to receive advertising materials and any kind of communication from AIVIA WEALTHTECH, INC or affiliated companies, suppliers, Affiliates and vendors of AIVIA WEALTHTECH, INC. I / We agree to receive messages by email or any available communication channels.

**Trader's Instructions and Authorization:** AIVIA IS HEREBY IRREVOCABLY AUTHORIZED AND INSTRUCTED to deduct 10% referral fee and 5% Technology fee from the total performance billing cycle from trader's proceeds.

**Investor - User of AIVIA platform agrees to these terms, conditions, instruction and protocol regarding security deposit and unlinking from traders and trading bots:**

Security Deposit

Description and General Terms:

Security Deposit is a mechanism that enables to limit losses of the Investor's initial deposit.

An investor can make a request for a security deposit to be posted by a trader in the amount up to the maximum declared percentage of the loss of the Investor's deposit. For example, if an investor's initial deposit is 1 BTC. Trader declares the maximum allowable drawback (loss of the Investor's initial deposit) 30%. An investor may request a Security Deposit in any amount from 0 BTC and up to 0.3 BTC. If a trader agrees to post a security deposit, the agreed amount will be transferred to the custodial wallet. After the trader deposited the requested amount as a security deposit, the Investor will be able to pass the API and Secret key to the trader for AuM. Investor understands, declares, and agrees, that security deposit posted for limiting the loss of initial deposit only. Security Deposit will not secure gains or profits.

Terms of Disposition of the Security Deposit:

1. Trader losses the maximum declared allowable percentage of the Investors Initial Deposit. Trader understands, declares and agrees that if a stop loss is executed and the position is closed, the entire Security Deposit will be transferred to the investor. The API key, the Secret will be disabled and access to the Investors account will be suspended. The Investor will be able to link to the same trader by submitting a new request. The new API, Secret key and new Security Deposit (if any) will need to be negotiated and posted at that time.

**Example:** *Investor's Initial Deposit is 1 BTC. Trader declares maximum allowable drawback (loss of the Investor's initial deposit) 30% that is 0.3 BTC. Trader posted a Security Deposit of 0.15 BTC. The trading activity leads to the stop loss at 0.7 BTC. The investor lost 0.3 BTC. AIVIA transfers 0.15 BTC to the investor.*

2. A trader makes a profit and agrees to the Trailing Stop by the AIVIA platform. If a trader makes a profit higher than the maximum declared allowable drawback (loss of the Investor's initial deposit) and agrees to execute Trailing Stop then AIVIA will return posted Security Deposit upon request.

**Example:** *Investor's Initial Deposit is 1 BTC. Trader declares maximum allowable drawback (loss of the Investor's initial deposit) 30% that is 0.3 BTC. Trader posted a Security Deposit of 0.15 BTC. The trading activity leads to profits of 0.5 BTC. Trader agrees to Trailing Stop of 30% which will ensure the stop loss triggered at 1.05 BTC (1.5 BTC - 0.45 BTC (30%) = 1.05 BTC). Upon request Security Deposit in the amount, 0.15 BTC will be returned to the trader.*

3. A trader makes any profit and decides to stop any trading activity. A trader can prove that there are no losses on the account. The API, Secret key and access to

investor accounts are suspended. Upon request, the trader will receive the Security Deposit.

Please note:

AIVIA and Trader have no liability to transfer the Security Deposit to the investor if the technology of crypto exchange failed to function properly. AIVIA will determine if the loss occurred as the result of the malfunction or failure of the technology of the crypto exchange.

In case of a stop loss transaction executed and loss of initial deposit has been realized, Investor has to submit a request to AIVIA support for the Security Deposit to be transferred to the Investors account. AIVIA will conduct the research and determine if in fact investors are entitled to receive a Security Deposit.

### **Trader Agrees to Follow a Trading Strategy**

When creating a project, a trader describes a trading strategy in its profile.

According to the described strategy, the trader is required to comply with the time frame, the number of transactions and unrealized loss (negative PnL).

AIVIA determines which trading strategy trader follows and determines the timeframe and the number of trades.

In case if a trader deviates from the trading strategy and deliberately keeps the position open for a prolonged period of time in an unrealized loss, (negative PnL), the Investor has the right to request a security deposit to be transferred to the Investor.

Classification of trading strategies and time frames for keeping an open position in an unrealized loss (negative PnL).



1. Day Trading at least 1 transaction per day with a maximum time frame for open position for 7 business days
2. Swing Trading 2-5 transactions per month with a maximum time frame for open position for 2 months
3. Long Term Trading 2-3 transactions within 3-6 months with a maximum time frame for open position for 6 months

The time frame for the security deposit will depend on the Trader's strategy. The investor will be notified and will be able to choose the appropriate strategy.

If the trader exceeds the allowable time frame, the security deposit will be transferred to the investor upon request due to the trader's failure to perform a trading activity.

### **Investor Responsibilities**

1. When linked to a trader, the amount of the deposit and the amount of the security deposit cannot be changed. If the Investor disables the API keys or disables the trader in any other way to conduct trading for any reason, without allowing for Stop Loss being triggered when maximum indicated drawdown has been reached, then the trader is not responsible for any circumstances. In this case the security deposit is returned to the trader. Every time Investor requests to be linked to a trader the security deposit amount should be agreed upon with the trader and will be treated as a new transaction.

2. AIVIA and traders are not responsible for technical failures of the crypto exchange. If a drawdown and a loss of deposit in part or in full occurred due to technical malfunctions in the operation of the exchange, the Investor cannot claim a security deposit. The investor already agrees and understands all the risks of total loss of assets associated with technology failures in paragraph 5 of the risk disclosure statement. (5. Technology failure: AIVIA provides technical solutions for investors and traders in good faith and puts the best effort forward to accommodate our users. In the event that technology fails, you may be subject to the risk of losing your account data and might be at risk of losing your assets.)

3. An investor is not entitled to receive a security deposit if Investor did not follow the proper Protocol for Unlinking from Traders and Trading.

**ATTENTION!!!! UNLINKING FROM TRADERS, OR TRADING ROBOTS WITHOUT FOLLOWING THE PROTOCOL MAY RESULT IN THE COMPLETE LOSS OF YOUR DEPOSIT.** In order to avoid losing your deposit when unlinking from traders or trading robots, an Investor must follow this protocol and instructions. There are many reasons why investors might want to unlink for disconnecting from a trader or trading bots. For example, taking profits, or creating an investment portfolio, by distributing a deposit among several traders with different trading strategies, and several trading robots. Please follow this step-by-step instruction to limit the risks associated with the loss of your deposit when unlinking from traders or trading robots.

### Step 1

Before unlinking from a trader you need to make sure that there is no open transaction on your exchange account in BITMEX. First of all, check the “Current PNL” indicator on the AIVIA platform. If you find yourself in the list of investors and in front of your number any numbers are shown in the PNL tab - this means that at the moment the trading position is open by your trader or a trading bot. Please note: the indicator can have both a positive percentage and a negative one. In any case, this means that a trading position has been opened on your BITMEX exchange account.

Therefore, you cannot interfere in the trading process and cannot unlink at the moment. If you interfere in the trading process, you are risking losing your entire deposit. The trader does not bear any responsibility for your decisions to intervene in the trading process by unlinking from the trader, closing trading position yourself or in any other way.

### Step 2

If 0% is indicated on the PNL tab, this means that the trader did not open trading positions, and it is a high probability, there are no open trading positions on your BITMEX exchange account, but there are exceptions. For example, if a trader opens a trading position at the very moment when you want to unlink from him. You need to log into your exchange account, go to the balance of funds section and make sure that there are no open positions. Before unlinking from a trader, you must make sure that the trader does not have any open positions on your exchange account, and there are no open positions.

If you have open positions on your account, then unlinking from traders, withdrawing funds or any other actions on the exchange account is prohibited. The only action that is allowed is to increase your trading deposit. Withdrawal while trading position is open might cause 100% in liquidation of your entire balance. If there are no open positions, then you can safely unlink from the trader. We recommend that you do this procedure after the end of the trading month, when you pay the trader's invoice, then you check whether you have an open trading position. If there are no open trading positions on your account you can safely unlink from the trader, withdraw profits, distribute your trading deposit among different accounts in order to link with other traders, to diversify your risks.

This protocol must be followed to unlink from a trader and is the safest procedure when using copy trading technology

When linking to a trader with API keys, you must not only click "dunlink from the trader" on the AIVIA platform, but also disable your API keys on the exchange account in the API keys section

It is important to understand how you are linked to the trader. If you are connected through an API key, then when unlinking from a trader, you MUST disable the API Key.

After you complete all the necessary steps on your exchange account, click enable API keys and you can reconnect to the trader on the AIVIA platform

If you are linked to a trader through copy-trading technology, then there is no need to disable API keys. An Investor can click on the “Unlink from the trader” button on the platform to disconnect from the trader.

## **AIVIA RISK DISCLOSURE STATEMENT**

Investing as well as trading Digital Tokens, Coins, Cryptocurrencies and other related assets entails significant risks of financial loss. You should not commit any funds that you are not prepared to lose entirely. Market prices for cryptocurrencies, tokens and coins can be volatile and highly unpredictable. Whether the market price will move up or down is a speculation and unknowable. The leverage available in trading allows you to establish a larger market position than an unleveraged position and therefore exposes you to a risk of greater loss than an unleveraged position. You should not trade, invest or provide or accept leverage unless you understand the associated risks. This Risk Disclosure Statement discusses some of the principal risks of trading, investing and entering leverage transactions, but it does not and cannot describe every risk or consideration involved in holding, trading, or engaging in leveraged transactions in cryptocurrencies. This Risk Disclosure Statement forms a part of, and utilizes certain terms that are defined in the Terms of Service.

**NO GUARANTEE** of investment return. There is no assurance that any trader will be able to generate returns on investments in the Underlying Asset or that any returns will be commensurate with the risks of investing that form part of the trader strategy. Furthermore, there is no assurance that if a trader does achieve returns on investment, such returns will be long lasting or ongoing.

There **NO GUARANTEE** that Investors will receive a return of their invested capital. An investment in the cryptocurrency should only be considered by persons who can afford a loss of their entire investment. The cryptocurrency investment, by their nature, involves a high degree of financial risk. Such investments may expose the Investor to the risks of financial loss. Risks of trading Cryptocurrencies and engaging in leverage transactions include, but are not limited to, the following:

1. **Cryptocurrencies’ Market Risk:** Market prices for cryptocurrencies can be volatile and highly unpredictable. Whether the future market price for a Cryptocurrencies will move up or down or even sustain a market value is a speculation and unknowable. Contingent orders, such as “stop loss” or “stop-limit” orders, if permitted at all, may not necessarily limit losses to the expressed amount, and market conditions may make it impossible to execute an order or to obtain the stop price. AIVIA makes no representations or warranties about whether a Cryptocurrencies will always continue to trade in the Cryptocurrencies trading market. Any Cryptocurrencies is subject to delisting without prior notice in the sole discretion of any crypto exchange.

2. **Liquidity Risk:** Markets for Cryptocurrencies can at times become what is known as “illiquid,” which means there can be a scarcity of persons who are willing to trade at

any one time. Thinly traded or illiquid markets have potential increased risk of loss because they can experience high volatility of prices and in such markets market participants may find it impossible to liquidate market positions except at very unfavorable prices. There is no guarantee that the markets for any Cryptocurrencies will be active and liquid or permit you to establish or liquidate positions in the Cryptocurrencies when desired or at favorable prices.

3. Legal Risk: The legality of Cryptocurrencies, trading of them or leveraging them may not be clear and may vary under the laws of different jurisdictions throughout the world. This can mean that the legality of holding or trading Cryptocurrencies, or entering into related leverage transactions, is not always clear. Whether and on what basis a Cryptocurrencies may constitute property, an asset, or a right of any kind and what may constitute lawful leverage provision, might vary from one jurisdiction to another. You are responsible for knowing and understanding how the laws applicable to you or your property, rights or assets or to lending address, limit, regulate, and tax the Cryptocurrencies you trade or the leverage you provide.

4. Cryptocurrencies Wallet Security and Password Risks: Transferring your assets into other wallets exposes your Cryptocurrencies to risks of total loss from, among others things, security breaches from cyber-attacks that hack and steal Cryptocurrencies, electronic or technological failures that impede or prevent market access and market performance, record keeping errors, and any insolvency, bankruptcy, or material financial losses of or incurred by AIVIA or any of its Affiliates. Losing the key files, passwords and other account access instruments is a real risk and AIVIA is not responsible for any lost passwords, keys and other security and account access. AIVIA cannot assist in recovery and access to user account. If user loses the access instruments the entire assets will be lost and impossible to recover.

5. Technology failure: AIVIA provides technical solution for investors and traders in good faith and put the best effort forward to accommodate our users. In the event that technology fails, you may be subject to the risk of losing your account data and might be at risk of losing your assets.

6. Market Default Risk: AIVIA provides the technology in the form of the platform for Investors and Traders, but AIVIA is not a party to any trade and has no financial responsibility or liability for any failure of market participants to honor their financial obligations. There is always a risk that one or more market participants will renege, default, or otherwise fail to honor their financial obligations or will be unwilling or unable to abide by the terms of their agreements. In the event that risk materializes, other market participants can and likely will incur financial losses or reductions in gains from their own open positions.

7. Risks Associated with Financing Activities: When you finance a purchase or sale of Cryptocurrencies on a peer-to-peer basis, you run the risk of losing your provided financing. AIVIA is not a party to any leverage transaction and has no financial responsibility or liability for any failure of market participants to honor their financial

obligations. Similarly, when you accept financing to enter a trading agreement, you accept the risk of not being able to repay that financing (e.g., if the market price of the Cryptocurrencies you purchased with the financing falls). Participants should know all of the terms of any contracts they enter and how their trading strategies and other market and risk factors can affect their financing obligations.

8. Risk associated with unethical and unprofessional traders' activity. AIVIA is not responsible for the activity of any individual or institutional entity involved in trading using AIVIA platform. Investor may lose all or any portion of the assets committed for trading as a result of traders' activity. AIVIA is not liable for any trader, their activity, conduct or business practices.

9. By continue using AIVIA platform you acknowledge all the risks of financial losses associated with the trading of cryptocurrencies and agree to hold AIVIA WEALTHTECH, INC and all it's affiliates free of any and all liabilities. If you disagree with this statement, please discontinue using AIVIA platform immediately.