



## WHITE LABEL Reseller Agreement

This White Label Contract is a legal agreement entered into on the day of the registration of the reseller's account on the website <https://aum.expert> ("Effective Date") between ("any person or legal entity that registered an account and created White Label" Reseller) and AIVIA WEALTHTECH INC, having its principal place of business at OFFICE 14, FIRST FLOOR, TRINITY HOUSE, VICTORY, MAHE, SEYCHELLES ("AIVIA" - Provider), the author of AIVIA copytrading services software including all HTML files, XML files, Java files, graphics files, animation files, data files, technology, development tools, scripts, and programs, both in object code and source code (the "Copytrading Service"), the deliverables provided according to this agreement, which may include associated media, printed materials, and "online" or electronic documentation. By using the AIVIA copytrading services, Reseller agrees to be bound by the terms and conditions outlined in this Agreement. If Reseller does not agree to the terms and conditions outlined in this Agreement, then Reseller may not use the Copytrading Services.

### 1. Grant of Rights

**A) Scope of Rights.** Subject to the terms of this Agreement, Provider hereby grants to Reseller royalty-free, non-exclusive rights to use a copytrading service.

### **B) Use of Service.**

The Reseller can NOT use a copytrading service outside the AIVIA platform.

The reseller may use an AIVIA copytrading service for Reseller's business use. All other use of copytrading services for commerce or making profits outside of Reseller's business use is not allowed.

### 2. Description of Rights and Limitations

**A) Limitations.** Reseller and third parties may not reverse engineer, decompile, or disassemble the copytrading services, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding the limitation.



## **B) Update and Maintenance**

Provider shall provide updates and maintenance on the services on an as-needed basis

**3. Title to Copytrading Service.** Provider represents and warrants that it has the legal right to enter into and perform its obligations under this Agreement, and that use by the Reseller of the copytrading services, in accordance with the terms of this Agreement, will not infringe upon the intellectual property rights of any third parties.

**4. Intellectual Property.** All now known or hereafter known tangible and intangible rights, title, interest, copyrights, and moral rights in and to the Software, including but not limited to all images, photographs, animations, video, audio, music, text, data, computer code, algorithms, and information, are owned by Provider. The AIVIA copytrading service is protected by all applicable copyright laws and international treaties.

### **5. Support.**

The provider will provide support during normal business hours for the duration of this agreement.

**6. Duration.** This Agreement is effective for 1 year unless sooner terminated as permitted herein. This Agreement will be extended automatically for additional one-year periods or until terminated or suspended if Reseller fails to comply with any of the terms and conditions outlined in this Agreement. Each party may terminate this agreement with a 30-day notice.

In the event this Agreement is terminated, Reseller must cease use of the Copytrading Service.

**7. Jurisdiction.** This Agreement shall be deemed to have been made in and shall be construed under the law of the Republic of Seychelles, without regard to conflicts of laws provisions thereof. Any legal action or proceeding relating to this Agreement shall be brought exclusively in courts located in the Republic of Seychelles, and each party consents to the jurisdiction thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. This Agreement is made within the exclusive jurisdiction of the Republic of Seychelles, and its



jurisdiction shall supersede any other jurisdiction of either party's election.

**8. Non-Transferable.**

This Agreement is not assignable or transferable by Reseller without the prior written consent of Provider, and any attempt to do so shall be void.

**9. Severability.** No failure to exercise and no delay in exercising, on the part of either party, any privilege, any power, or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

**10. WARRANTY DISCLAIMER.** Provider, AND AUTHOR OF THE COPYTRADING SERVICE, HEREBY EXPRESSLY DISCLAIM ANY WARRANTY FOR THE COPYTRADING SERVICE. THE COPYTRADING SERVICE AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Reseller ACCEPTS ANY AND ALL RISK ARISING OUT OF USE OR PERFORMANCE OF THE COPYTRADING SERVICE.

**11. LIMITATION OF LIABILITY.** PROVIDER SHALL NOT BE LIABLE TO RESELLER, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH RESELLER ANY LOSS OF PROFITS, INCOME, SAVINGS, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, DIRECT OR INDIRECT DAMAGE, WHETHER ARISING IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. UNDER NO CIRCUMSTANCES SHALL THE PROVIDER'S AGGREGATE LIABILITY TO THE RESELLER, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH THE RESELLER, EXCEED THE FINANCIAL AMOUNT PAID BY THE RESELLER TO THE PROVIDER FOR THE COPYTRADING SERVICE.

**12. Entire Agreement.** This Agreement constitutes the entire agreement between Provider and Reseller and supersedes all prior understandings of Provider and Reseller, including any prior



representation, statement, condition, or warranty for the subject matter of this Agreement.

**13. Fees, charges, payments due to AIVIA.**

**Reseller agrees to pay AIVIA.** The reseller agrees to pay AIVIA per month per user's API key as follow:

Attention! For this provision, each user's API key will be calculated as a single unit for billing and payment purposes. If one user has 3 API keys connected, the reseller will be billed for 3 API.

1-1000 API keys- \$5 per month,  
1000-5000 API keys - \$4 per month,  
5000 + API keys - \$3 per month

AIVIA will submit an invoice with the amount due by the 10th day of the following month. The reseller must make a payment within 24 hours to avoid service interruption and cancellation of this agreement.

**B) API keys of the Reseller's users.** All Exchange API keys created by the Reseller's users and all other user-related data are the property of the Reseller. AIVIA has no rights to use this data, except for servicing and billing the Reseller.

**c) Changes to the fee, charges, and payments.**

All fees, charges, and payments may be modified if both parties mutually agree to the amendment in writing.

**14. Technology Failure Disclosure**

AIVIA provides technical solutions in good faith and puts the best effort forward to accommodate all users. In the event that technology fails to work as intended because of the Crypto Exchange technical failure and connectivity problem, the Reseller and all its customers and users may be subject to the risk of losing the account data and might be at risk of losing assets. AIVIA is not responsible for the failure of technology of the third party, and all limitations of liability in paragraph 11 apply.

**The use of the services constitutes the Reseller's agreement to these terms and conditions**