

Invity

Terms of Use

What we do to keep Invity the safest crypto exchange on the market. Info you need about legally buying Bitcoin with us—find your answers here.

Last updated: August 1st, 2021

("Terms of Use")

These Terms of Use govern your access to and your use of our Website and Services specified herein.

By accessing or using our Website and Services, you agree to be bound by any rules set out herein without any reservations. These Terms of Use constitute a legally binding agreement from the moment you access our Website and/or start using our Services.

If you do not fully agree with these Terms of Use, you may neither access our Website, nor use our Services and you must leave the Website immediately.

You also agree to comply with any applicable laws, regulations and requirements that may govern your access to and use of our Website and Services including, but not limited to, those relating to cryptocurrency trading.

As we are constantly improving our Website and our Services, we may have to change or amend these Terms of Use occasionally. We will always make an effort to notify you of such changes, but you should also check these Terms of Use regularly yourself to see when they were last updated (the date of the last update is always listed at the top).

If you continue to use the Website and/or the Services after you have learned of any changes or amendments hereto, you are deemed to have accepted these amendments and changes.

Please, be aware that as a part of our Services we advertise a variety of third-party websites, products and services and we provide you with access thereto. Such websites, products and services may be governed by different terms and conditions issued by the respective providers of those services.

1. DEFINITIONS

Any capitalized terms used herein shall have the meaning given to them in the "Definitions" section unless explicitly stated otherwise.

- 1.1. **"we"** or **"Invity"** refers to the commercial company Invity.io s.r.o., Id.No.083 88 032, with its registered office at Kunderatka 2359/17a, Libeň, 180 00 Prague 8, Czech Republic, registered by the Municipal Court in Prague, Section C, Insert 318166.
- 1.2. **"you"** or **"User"** refers to anyone, whether a legal or natural person, accessing and using our Website and our Services.
- 1.3. **"Party"** refers to Invity or User and{ ' } **"Parties"** refer to Invity and User as the parties to the Agreement specified herein.
- 1.4. **"Agreement"** refers to a legal contract established between you and Invity when you access the Website and/or start using the Services. The Agreement governs any rights and obligations of the Parties related to any use of the Website and the Services and these Terms of Use constitute an integral part of such Agreement.
- 1.5. **"Website"** refers to the <https://www.invity.io> website and any subdomains thereof.
- 1.6. **"Services"** refers to any services provided by Invity on the Website including, but not limited to, the advertisement and provision of access to third-party providers of cryptocurrency purchase, sale and exchange services or to third-party sellers of cryptocurrency hardware wallets.
- 1.7. **"Third-party services"** refers to any services or products that have been advertised on our Website including, but not limited to, cryptocurrency exchange, purchase and sale services, or cryptocurrency hardware wallets sales.
- 1.8. **"Provider"** refers to a provider, whether a legal or natural person, of any Third-party services (as defined above).

The section headings in these Terms of Use are for convenience only and shall not govern the meaning or interpretation of any terms and clauses herein.

2. SERVICES

- 2.1. As a part of our Services available to you on our Website we advertise and provide you with access to various

cryptocurrency-related Third-party services including, but not limited to, the following:

- 2.1.1. Cryptocurrency exchange, purchase and sale services.
 - 2.1.2. Cryptocurrency savings services.
 - 2.1.3. Coinmap services.
 - 2.1.4. Websites selling cryptocurrency hardware wallets.
- 2.2. For access to some Third-party services we may refer you to the website of the respective Provider and some Third-party services may be accessed directly on our Website (for example through inline frame technology that is used to display external objects or via a Provider's API with predefined functions that facilitate interactions between you and the Provider).
 - 2.3. Unless clearly stated otherwise on the Website (for example "this service is provided to you by Invity"), Third-party services are always provided to you directly by the respective Providers, even if they are accessed through our Website. We never provide Third-party services directly to you and we are not in any way party to any legal relationship between you and the respective Provider. We also do not serve as an agent of the respective Provider. Therefore, we are not responsible for the provision of Third-party services in any way.
 - 2.4. Any transmission of data relating to the provision of Third-party services is conducted by the Provider and we assume no liability for any failure thereof or for any errors in transmitted data.
 - 2.5. You acknowledge that in order to receive Third-party services you may be asked to leave our Website and you may also need to open an account and to go through an authorization procedure to confirm your identity. We assume no liability for the contents of the website or for the (lack of) identification procedures.
 - 2.6. The provision of Third-party services is governed by the terms and conditions of the respective Provider. We will always provide you with the contact information of the Provider, through which you can request additional information on the Provider's terms and conditions.

- 2.7. We may charge you a fee for some of our Services. In such case, the fee shall be visibly displayed on the Website before you request such Services. You acknowledge that the Providers may charge their own fees for provision of Third-party services and you acknowledge that such fees are set by and paid directly to the respective Providers.

Cryptocurrency purchase, sale and exchange

- 2.8. Third-party services include cryptocurrency purchase, sale and exchange services and some such services may be accessed directly on the Website.
- 2.9. As mentioned above we are not in any way part of the exchange, purchase or sale process and we are also in no way associated with the respective Providers, unless explicitly stated otherwise. You carry out any respective transactions on your own solely based on a legal relationship with the respective Providers and you do so at your own risk. Any claims that might arise in connection with such a relationship must be settled between you and the respective Provider. We also may not and do not guarantee the availability of all Providers' services at all times.
- 2.10. You acknowledge that we do not operate a multilateral trading platform or exchange. We also do not act as an intermediary of the cryptocurrency purchase, sale or exchange. We solely advertise and provide access to the Providers eligible and authorized to process your cryptocurrency purchase, sale or exchange.
- 2.11. Be aware that the purchase, sale and exchange rates quoted on the Website are set directly by the Providers. You acknowledge that we do not assume any liability for a failure of any respective Provider to uphold the quoted rate, for any changes to the quoted rate or for any failure to facilitate the purchase, sale or exchange using the quoted rate.
- 2.12. Before submitting any transaction, you should ensure that the amount of cryptocurrency to be purchased, sold or exchanged is correct and that you agree with the quoted rate. You are also solely responsible for providing the correct

receiving address as well as the correct amount of cryptocurrency coins you desire to trade.

- 2.13. As mentioned above, we are not the provider of the exchange, purchase or sale service and therefore we cannot, and will not, reverse a submitted transaction. You acknowledge that you may not change the information once the quote has been submitted.
- 2.14. We reserve the right to check the transmitted data and to delay or refuse any transaction for any reason or without any reason including but not limited to circumstances, when there is, in our opinion, a risk of fraud or illegal activity, or if we have reasonable grounds to suspect that an error may have been made. We shall have no liability to you in connection with any delay or non-completion of a transaction. However, you acknowledge that it is not our obligation to review or check the transactions for possible errors and risks and we shall also have no liability to you in the event that the transaction has not been delayed or canceled even though an obvious error has been made.

3. USER ACCOUNT

- 3.1. To access some sections of the Website or to use some of our Services you may be required to create a user account. You may create a user account yourself by following the procedures on our Website.

Sign-up and Log-in

- 3.2. When creating a user account (Sign-up procedure), we will ask you to provide us with your email address and/or phone number. Once your user account is created, you will then use your phone number and/or your email address to log in thereto (Log-in procedure).
- 3.3. We will send you a verification code via email and/or via SMS to verify the provided contact details both during the Sign-up procedure and during the Login procedure to ensure a maximum level of security for your user account.

- 3.4. We reserve the right to deny you the creation of user account for any reason (including a previous breach of these Terms of Use or applicable laws) or without any reason at all.

Your account, your responsibility

- 3.5. You are solely responsible for all activities that occur from your user account and/or in connection therewith. Therefore, you acknowledge that you are responsible for protection of your mailbox, computer, smartphone, or other device(s) used to access the user account; and for any activity that occurs under your user account due to your failure to do so. If possible, we recommend that you always log out of your user account when you are done using it. You must let us know immediately if you suspect any unauthorized access to your user account.
- 3.6. If you submit any information to us through the Website, including in connection with the user account registration, you represent such information is true, accurate and complete. Should any of your account information change, you are obliged to update it immediately.

User account features

- 3.7. If you use our Services and/or Third Party services under your user account, records of your transactions will be displayed in your user account area.
- 3.8. Under your user account, you may also adjust some of your preferred settings related to our Website (such as localization, language preferences, etc.) and to our Services as well as the Third-party services (such as your preferred services to be displayed, your preferred cryptocurrencies, etc.).
- 3.9. Under your user account, you also gain access to privacy settings, where you can verify your email and phone number where you can also view your know your customer ("KYC") status for any respective Providers that require you to go through a KYC procedure. Please note that KYC status is displayed for informational purposes only

and we cannot and do not guarantee that the Provider will not require any further KYC procedures to be completed before providing you with its services.

4. INVITY POINTS

- 4.1. Finally, you may be awarded with Invity points for some of the actions you make under your user account (such as using our Services or the Third-party services).
- 4.2. Invity points will be credited to your user account within 72 hours of the respective action being completed (such an action is considered completed when we or the Provider have received a payment from you and provided you with Services or Third-party services, respectively).
- 4.3. You may redeem Invity points for a variety of rewards listed in the catalogue in the respective section of the user account area including, but not limited to, the following:
 - 4.3.1. discount on our Services,
 - 4.3.2. discount on Third-party services.

Please note that additional terms may apply to some rewards (such as time limits for reward vouchers, etc).The additional terms will be always described in the catalogue of rewards or at the latest upon delivery of the reward (e.g.time limit will be listed on a voucher).

- 4.4. Any reward vouchers may be redeemed solely by you and cannot be sold or otherwise transferred to any third parties.If a third party attempts to redeem such a reward voucher, we cannot and do not guarantee that the reward voucher will be accepted by us or a Provider, respectively.
- 4.5. Unless stated otherwise, you may only redeem one reward voucher per order of products or services.
- 4.6. Invity points that are not redeemed for any rewards will expire after 3 months.
- 4.7. Please be aware that you do not purchase Invity points.You are rewarded with Invity points free of charge mainly for using our Services and Third-party services advertised on our Website.
- 4.8. Therefore, the amount of earned Invity points for any respective actions can be

changed at any time without any prior notification and, similarly, the catalogue of rewards may be amended at any time without any prior notification.

- 4.9. We reserve the right to not award any Invity points to you if you have breached these Terms of Use, any applicable laws, or you have exploited or abused the Invity points rewards program (such as by using technical errors, bugs, exploits, or by creating orders of products or services with no intent to purchase the products or use the services).
- 4.10. We also reserve the right to terminate the Invity points bonus program at any time.Although we will always attempt to give you a prior notice, we reserve the right to terminate the program even without prior notice if circumstances do not allow us to notify you in advance.
- 4.11. You are under no circumstances entitled to any refund of the funds you have paid for the Services or Third-party services (either in cryptocurrency or fiat currency), even if you effectively cannot redeem Invity points for any rewards.

User account termination

- 4.12. You may delete your user account at any time by sending us a request from the email address listed in the privacy settings area of your user account.We may first verify the request and require you to provide additional verification (e.g.by sending you a verification code via email).
- 4.13. We reserve the right to delete your user account and to remove or edit content submitted by you in any user area of the Website without prior notice in the event you have breached these Terms of Use or any applicable laws.
- 4.14. We reserve the right to delete your user account without any reason at all with previous notification sent to you via email at least one month before the user account is deleted.
- 4.15. If your user account is deleted for any reason, the information listed and accessible in your user account and respective user areas of the Website shall be lost and the same applies for any awarded Invity points.

5. AVAILABILITY

- 5.1. We seek to provide continuous uninterrupted Website operation, so you can access and use the Website and the Services at any time. However, you acknowledge that due to maintenance, repairs, or exceptional outages we cannot guarantee uninterrupted (100%) availability of the Website and the Services.
- 5.2. In the event that the Website or Services are unavailable due to a planned temporary maintenance shutdown, we shall make an effort to inform you thereof in advance. However, under no circumstances, irrespective of whether you have been notified in advance or not, are we liable for any damage incurred by you as a consequence of the Website or Services unavailability.
- 5.3. Without prejudice to the above we are not obliged to maintain the Website and the Services availability, if temporarily or permanently prevented by vis maior - an event or circumstance that is extraordinary, unforeseeable and unpreventable by usual means and with proper care, and that occurred independently of our will; such vis maior event is, among other things, a serious hacking attack.

6. WARRANTIES AND LIABILITY

- 6.1. The Website and the Services are offered to you on "as is" and "where-available" basis and therefore we expressly disclaim any warranties, express or implied, relating to the Website and/or the Services, including but not limited to merchantability and suitability for any particular purpose.
- 6.2. We shall not under any circumstances be held liable to you for any direct, indirect, special, consequential, punitive, or any other damages or costs, including but not limited to loss of profit, loss of revenue, loss of business opportunity arising out of or in connection with your access and use or inability to access and use of the Website and/or the Services.
- 6.3. Without prejudice to the liability limitation set out above our collective liability to you,

arising out of or in connection with your access and use or inability to access and use the Website and/or the Service, does not exceed in aggregate the fees you have paid us for using the Website and/or the Services.

- 6.4. Pursuant to certain laws, it may not be possible to disclaim our liability and warranties completely. In such cases we hereby disclaim our liability and warranties to the fullest extent permissible by such law. You acknowledge that if you are a consumer some of the liability and warranty limitations may not apply to you depending on your country of residence.

Indemnity

- 6.5. You agree to indemnify and hold harmless Invity, its officers and directors, employees and agents, members, and its affiliates against any loss, liability, claim, damage, and expense including but not limited to any and all expenses reasonably incurred in defending against any litigation commenced or threatened or any claim arising out of or in connection with these Terms of Use.

Financial Risk

- 6.6. Under no circumstances shall any information within the Website or provided to you by us constitute financial, investment, or professional advice, unless explicitly stated so.
- 6.7. You are solely responsible for your decisions regarding storing, buying, selling, exchanging, sending, and receiving cryptocurrency coins and you shall always consider your financial circumstances and associated risks before obtaining coins of any cryptocurrency.
- 6.8. You represent that you understand all the risks involved in purchasing, selling, and exchanging cryptocurrency coins. You represent in particular that you understand that the value of cryptocurrency coins may be extremely volatile and that their exchange rates in respect to other cryptocurrencies or to fiat currencies may fluctuate significantly, which could lead to significant and sudden

decreases in the value of your cryptocurrency assets.

- 6.9. You consider that not all the associated risks of using cryptocurrencies are identified in these Terms of Use.
- 6.10. You hereby acknowledge that you are solely responsible for obtaining the necessary information about tax or similar obligations arising in relation to any submitted transactions and for withholding, collecting, reporting, and remitting the correct amounts of tax to the appropriate tax authorities. We are not responsible either for obtaining the above-mentioned information or for the fulfillment of such tax (or similar) obligations.

Personal Data

- 6.11. The collection of your personal data in connection to the Website and/or the Service use shall be as limited as possible. Any collection, storage, and handling of your personal data shall be governed by a separate set of terms on handling the personal data of users, which shall be published on the Website.

7. ONLINE CONDUCT

- 7.1. You agree to use the Website and the Services only for lawful purposes. You are prohibited from posting on or transmitting through the Website any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racial, ethnic, or otherwise objectionable material of any kind, including but not limited to any material that is or that encourages fraudulent activity or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, federal, or international law. You are also prohibited from sending or otherwise posting unauthorized commercial communications (such as spam) through the Website.
- 7.2. We reserve the right to prohibit conduct, communication, or content that we deem in our sole discretion to be unlawful or harmful to you, the Website, the Users, our customers or any rights of Invity or any third party. We may, without having to give a

reason, at our sole discretion remove or request the removal of any user content from the Website.

- 7.3. We may disclose any user content or electronic communication of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate the Website and provide the Services; or (iii) to protect the rights or property of Invity its associates, our customers and/or you.
- 7.4. You must not attempt to introduce viruses or other malicious or harmful material to the Website or its visitors, to gain unauthorized access to the Website or servers connected to the Website or the servers storing the Website, or to attack our Website via a DoS or DDoS attack.
- 7.5. We may offer the ability to communicate on our Website via forums, comments, feedback forms, etc. In such case you are solely responsible for any communication you post on our Website. The views expressed by you or other users of the Website may not be our views or values.
- 7.6. For any information, like email addresses, shipping contacts, or other information or data including text and pictures sent, transmitted, or uploaded by you on the Website that are subject to intellectual property rights, you agree to grant us and our respective contractors and business partners a free, non-exclusive, fully transferable, license to use, copy, digitally store, and distribute such user content and to prepare derivative works based on, or incorporate into other works also for commercial purposes, for the duration of the intellectual property rights.
- 7.7. Our Website is in English and in languages listed on the top of our homepage (<https://www.invity.io>) only. Any other language version of the Website is not an official translation and we may not be held liable for any discrepancies in translation.

8. COPYRIGHT

- 8.1. You acknowledge that the Website contains information, data, software, photographs, graphs, videos, typefaces, graphics, music,

and other material (collectively "Content") that are protected by copyrights, trademarks, trade secrets, rights in databases, and/or other proprietary rights.

- 8.2. Except as expressly stated herein, you are not allowed to change, alter, copy, reproduce, distribute, republish, download, display, post, send, transmit, or otherwise use (including "mirroring" and "framing" on other devices or servers) the Content or any portion of the Website itself in any form or by any means without prior written permission of Invity or the copyright owner (if different from Invity).
- 8.3. You may not download (other than page caching) or modify the Website or any portion of it including, but not limited to, any collection and use of any product listings, descriptions, or prices; any derivative use or making adaptations of the Website or its Content; any downloading or copying of account information for the benefit of another merchant; and any use of data mining, screen-scraping, robots, or similar data gathering and extraction tools.
- 8.4. Nothing contained on the Website should be construed as granting, by implication or otherwise, any license or right to use the Website or any Content except when expressly stated herein.
- 8.5. You are hereby granted a limited, revocable, non-exclusive right to access, view, and use the Website and its Content for your personal, non-commercial use only. On any copies of the Website or the Content you make, the proprietary notices must be kept. This right to access, view and use (license) terminates automatically if you breach any part of these Terms of Use. Upon termination you must immediately delete all of the Website data and the Content in your possession or control.
- 8.6. You may not use any Content to link third parties to the Website or any other website unless we approve it.

9. LINKS

- 9.1. We are not responsible for the content of any websites that may be linked to from the Website or any bulletin board or forum

associated with us or the Website. These links are provided for your convenience only and you access them at your own risk. Unless otherwise noted, any other website accessed from the Website is independent from us, and we have no control over the content of that other website.

- 9.2. In addition, a link to any other website does not imply that we endorse or accept any responsibility for the content or use of such other website, unless stated otherwise. In no event shall any reference to any third party or third-party product or service be construed as our approval or endorsement of that third party or of any product or service provided by a third party.
- 9.3. You may link to the homepage of our Website in a fair and legal way that does not damage our reputation or suggests any form of association or approval on our part where there is none. We reserve the right to forbid any linking to our Website.

10. COMMUNICATION

- 10.1. You agree that any communication relating to your access and use of the Website and/or Services will be addressed to you electronically via notifications available upon accessing Website or via email (if provided by you in the Website interface). You agree to visit the Website and your email address regularly to receive any communication we have addressed to you.
- 10.2. If you provide us with an email address that is incorrect or inaccessible to you, we shall assume no liability for your failure to receive any communications addressed to you via such email address.
- 10.3. You can contact us electronically via tools available on our Website or via the email address support @invity.io. Any electronic communication is considered as delivered when we confirm its delivery to you.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

- 11.1. You agree that the laws of the Czech Republic, without regard to principles of conflict of laws, will govern these Terms of

Use and any dispute of any sort that might arise between you and Invity in connection herewith. This choice of law clause does not deprive the consumer of their rights under mandatory provisions of the law of their country of habitual residence in the event that such law would otherwise be applicable pursuant to the Article 6 (1) Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).

- 11.2. Any dispute relating in any way to these Terms of Use shall be decided with final effect before the courts of the Czech Republic, in particular before the District Court for Prague 8 and (in the event that the regional court decides as a first instance court) before the Municipal Court in Prague. Should you have violated or threatened to violate Invity's intellectual property rights in any manner, Invity may seek injunctive or other appropriate relief in any court of our choice. You consent to exclusive jurisdiction and venue in such courts.
- 11.3. You agree to notify us of any disputes arising out of or in connection with these Terms of Use without undue delay. You furthermore undertake to attempt out-of-court resolution of any disputes before you bring your claims to the above-mentioned courts.

12. FINAL PROVISIONS

- 12.1. If any clause of these Terms of Use is determined to be illegal, invalid, or unenforceable, in whole or in part, under any law, the legality, validity, and enforceability of the other clauses hereof shall not be affected. In the event that any clause or part thereof is determined to be illegal, invalid, or unenforceable, that clause shall be replaced by the Parties with a legal, valid, and enforceable clause that has, to the greatest extent possible, a similar effect as the illegal, invalid, or unenforceable clause, given the content and purpose of these Terms of Use.
- 12.2. You may not assign or transfer any of your rights or obligations assumed under these Terms of Use or in any other way related hereto without our prior written consent.

- 12.3. All the provisions of these Terms of Use that by their nature extend beyond the termination of mutual legal relationship, including but not limited to dispute resolution and applicable law clauses, shall survive the termination of the mutual legal relationship between the Parties.

- 12.4. These Terms of Use are issued in an English-language version. The meanings of the terms, conditions, and representations herein are subject to definitions and interpretation in the English language. We may also issue these Terms of Use in other language versions for your convenience; however, in case of any discrepancies the English-language version shall always prevail.

Issued in Prague on 1. 8. 2021