



COINOVY
SIMPLE. SPEED. SECURE.

Coinovy - Terms of Service
August-2021

TERMS OF SERVICE

Effective as of [18-08-2021]

This Terms of Service Agreement describes and governs the terms and conditions (the “Terms”) applicable to your access and use of the website www.coinovy.com (hereinafter referred to as the “Website”) and its services. This document is a legally binding agreement between you (also referred to as “Client” or “User”) as the user of the website and Coinovy OU (hereinafter referred to as “Coinovy”, “us”, “we”, or “our”).

By accessing this Website and using our services, you agree to be bound by these Terms, all applicable laws and regulations, our Privacy Policy, and any other policies that Coinovy may publish from time to time and confirm that you are responsible for compliance with any applicable local laws.

If you do not agree with any of these terms, you are prohibited from using or accessing this Website and our services.

KEY DEFINITIONS

- “Specially Designated National” - individuals and entities located throughout the world that are blocked pursuant to the various sanctions programs administered by the Office of Foreign Assets Control (OFAC).
- "Digital Asset" - an asset that is issued and transferred using distributed ledger or blockchain technology, including, but not limited to virtual currencies, coins, and tokens.
- “Applicable law” - any applicable common law made by a government or relevant authority or judicial body, including regulations, rules, policies, decrees, court judgments, directives, requests, circulars, guidelines or other instruments, and consolidations, amendments, re-enactments, or replacements of any of them from time to time.
- “Fiat Currency” - government-issued currency that is not backed by a commodity such as gold.

OUR SERVICES

Coinovy is a digital financial application that provides you with a simple and convenient way to buy, send, trade, exchange, store, and borrow cryptocurrency. With Coinovy clients have an opportunity to:

- convert their crypto into fiat (C2F) and vice-versa,
- exchange token to Coin (T2C),
- directly trade with other users,
- access crypto loans,
- use AI-based price predictions.

Coinovy multi-currency wallets support BTC, ETH, LTC, and other types of crypto.

Coinovy also offers Visa Debit Cards that allow users to shop from any VISA location and withdraw money from ATMs across the world.

Coinovy grants you a revocable, non-exclusive, non-transferable, limited license to use its services solely for your personal, non-commercial purposes strictly in accordance with these Terms. You make a binding offer for the use of our services when you apply for registration completing the online registration process and accept the Terms of Service.

REGISTRATION

To use our services you will be required to register in Coinovy and accept our Terms of Service, Privacy Policy, and any other platform rules and policies that Coinovy may publish.

During the registration, you will be required to provide us certain information for the purposes of identity verification. You agree to provide accurate, complete, and updated information about yourself. You are obliged to keep your registration information up to date and inform us about any changes.

Sharing an account is not allowed. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username. Coinovy assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account.

We reserve the right, in our sole discretion and judgment, to refuse, suspend or deny your access to all or any portion of our services.

ELIGIBILITY

You may not access or use our services or the Website and may not accept these Terms if:

- a. you are not of legal age to form a binding contract,
- b. you are not permitted to receive such services under the laws of the country in which you are resident or from which you access and use the services and the Website.

Our services are not available for the residents of the USA, North Korea, Syria, Iraq, Iran, Pakistan, Afghanistan, Cuba, Lebanon (hereinafter referred to as "Restricted Country").

USER WARRANTIES, OBLIGATIONS, AND RESPONSIBILITIES

By accessing our Website and using our services you represent and warrant that:

- a. you are of legal age to form a binding contract and have full power and authority to enter into this agreement,
- b. you are not a resident of any Restricted Country,
- c. you are not identified as a Specially Designated National,
- d. you will not provide false, inaccurate, or misleading information,
- e. you will not use our services to engage in any illegal activities: fraud, money-laundering, terrorist activities, or other illegal activities,
- f. you will not use any robot, crawler, spider, scraper, or other automated means to extract data from our Website or application.

TRADING RISKS

You acknowledge and agree that you shall access and use our services at your own risk.

Cryptocurrency trading involves high risk and is not suitable for all investors. Before deciding to trade cryptocurrencies, tokens, or any other digital asset you should carefully consider your investment objectives, level of experience, and risk appetite.

NO INVESTMENT ADVICE

The information on our Website is provided for informational use only without any express or implied warranty of any kind, including warranties of accuracy, completeness, or fitness for any particular purpose. The information contained on this Website does not constitute financial advice, investment advice, trading advice, or any other advice. Coinovy accepts no responsibility whatsoever for and shall in no circumstances be liable to you in connection with your decisions.

TAXES

It is under your responsibility to determine what taxes apply to the trades you complete and to report and remit the correct tax to the appropriate tax authority.

PAYMENTS, REVERSALS, AND CANCELLATIONS

All payments must be done only via payment methods specified by Coinovy. If the payment method cannot be verified, or is invalid, or is otherwise not acceptable, your payment may be canceled or suspended.

You cannot cancel, reverse, or change any order or transaction marked as complete.

Coinovy reserves the right to reject any order cancellation request related to the order you have submitted.

If your account does not have a sufficient amount of digital currencies to execute an order, we may cancel the entire order.

FEES

Coinovy may, in its discretion, update its service fees at any time. Any updated fees will apply to any sales or other transactions that occur following the effective date of the updated fees. You authorize Coinovy to deduct from your account any fees applicable to your use of our services or execution of any transaction.

COMMUNICATIONS

All communications to you in connection with your account or our services will be done electronically by emailing them to you at the email address you provide during registration, and/or by sending a text message to your mobile phone number. It is your responsibility to keep your email address and mobile phone number up to date in order to receive all the communication properly.

DATA PROTECTION

You acknowledge and agree that we may process personal data in relation to you. Please review our Privacy Policy for more information on how we collect and use data relating to the use and performance of our Website and services.

COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

Coinovy logo and any other Coinovy product or service names, logos, or slogans that may appear on our Website are trademarks of Coinovy and may not be copied, imitated, or used, in whole or in part, without our prior written permission. Coinovy application, its features, and functionality, including without limitation all copyrights, patents, trademarks, and other intellectual property rights are and shall remain, the sole and exclusive property of Coinovy.

NO WARRANTIES

Our services are provided to you “AS IS” and “AS AVAILABLE” and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Coinovy, on its own behalf and of its respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to Coinovy services. Without limitation to the foregoing, Coinovy makes no representation or warranty of any kind, express or implied (i) as to the operation or availability of the application, or the information, data, and materials or products included thereon; (ii) that the application will be uninterrupted or error-free, or meet any performance or reliability standards, or meet your requirements, be compatible or work with any software, systems or services; (iii) as to the accuracy or reliability of any information or content provided through the application.

LIMITATION OF LIABILITY

To the extent permitted by applicable law, Coinovy limits or excludes its liability for any loss or damage suffered by you through use or access to this Website, or your use of our services, including any downtime or periods of unavailability, or any special, incidental, indirect, or consequential damages whatsoever, including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use our services, or otherwise in connection with any provision of this agreement.

Your use of our services is at your own discretion and risk. Your sole and exclusive right and remedy in case of dissatisfaction with the service shall be your termination and discontinuation of access or use of the service.

INDEMNIFICATION

You agree to indemnify and hold Coinovy and its parents, subsidiaries, affiliates, officers, employees, agents, partners, and licensors (if any) harmless from any claim or demand, including reasonable attorneys’ fees, due to or arising out of your (a) use of our services; (b) violation of this agreement or any law or regulation; or (c) violation of any right of a third party.

TERM AND TERMINATION

This agreement shall remain in effect until terminated by you or Coinovy.

You are free to terminate your account and stop using our services at any time.

Coinovy reserves the right, in its sole discretion, at any time and for any reason, without any liability, to suspend or terminate this agreement with or without prior notice. This agreement will terminate immediately, without prior notice if you fail to comply with any of its provisions.

DISCONTINUANCE OF SERVICES

We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our services.

GOVERNING LAW

These Terms shall be governed by the laws of Estonia without regard to conflict of law principles. If a dispute arises under this agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-on mediator. If it is impossible to arrive at a mutually satisfactory solution, the parties agree to submit the dispute to binding arbitration in accordance with the laws of Estonia. You and Coinovy agree to notify each other in writing of any dispute within thirty (30) days of when it arises.

GENERAL TERMS

- a. These Terms, our Privacy Policy, and Cookies Policy constitute the entire agreement between the parties with respect to the subject matter hereof.
- b. We reserve the right to amend any Terms at any time by posting the relevant updated Terms on the Website. By continuing to use our services, you agree that the amended Terms apply to you.
- c. If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue to be in full force and effect.
- d. Any failure of either party to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision.
- e. We may transfer, assign, or delegate these Terms and our rights and obligations with prior notice to you.
- f. You are not allowed to transfer or assign your rights and obligations under this agreement.

CONTACT INFORMATION

Notices, declarations, claims, and complaints shall be made via email to info@coinovy.com.

Coinovy OU

Address: Harju maakond, Tallinn, Kesklinna linnaosa, Tuukri tn Estonia, Europe 19-315, 10120