

TERMS OF SERVICES

- 1.1. This document acts as an agreed upon Terms of Service (“Terms”, “Terms of Service”) between you (the “User” or “you”) and Agrivita. You accept these Terms when you use Agrivita services or any other features, technologies or functionalities offered by Agrivita on Agrivita web-site at <https://agrivita.ru/> (the “Site”) or through any other means (collectively, “Services”). The terms “us”, “we”, or “our” refer to Agrivita.
 - 1.2. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. We will provide notice of any amendment to these Terms by posting any revised terms to the site and updating the “Last updated” field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent use of the Site, Services, or Platform.
 - 1.3. Agrivita provides online features (the “Platform”) to allow users to easily conduct the issuance and management of blockchain, distributed ledger technology (“DLT”), or otherwise cryptographically secured tokens (“Tokens”) - whether or not they are sometimes colloquially referred to as “cryptocurrencies.”
 - 1.4. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.
2. Qualifications of User in Order to Use the Site.
 - 2.1. The User represents and warrants that you are at least eighteen (18) years of age, are legally entitled to use the internet and services like those provided by Agrivita (according to the laws relevant jurisdiction in which you reside), and have not had your right to use our service previously suspended or revoked by us.
3. Illegal and Prohibited Use.
 - 3.1. The User represents and warrants that you will not use the Site or Platform for any criminal, illegal, or otherwise prohibited use, including (but not limited to) activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. You represent and warrant that you will not use our platform to assist any other party in such illegal activity.
 - 3.2. The User represents and warrants that you will not in any way use the Platform or Services to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Site’s or the Platforms underlying code or technical mechanisms; cause damage to the Site or Agrivita through any means, including (but not limited to) through the use of hacking, malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Site. You also agree not to transfer access to your Account (as defined below) or any other rights granted to you by these Terms.
4. Registration and Account.
 - 4.1. The use of our Services requires you to create an account with Agrivita (“Account”). You warrant and represent that all information provided when creating such an Account is current, complete, and accurate. You agree to promptly notify Agrivita of any changes to any information that would cause the information provided upon your Account’s creation to no longer be current, complete or accurate. You also warrant and represent that you understand that no Account will be fully created until you confirm your identity and email address in a manner deemed suitable by us.
 - 4.2. You agree that you exclusively will access and use your Account, and may not transfer the right of its use or disclose any log-in credentials to a third party without our written consent. You agree to take full responsibility for any activity that occurs through the use of your account, and cannot transfer this obligation to any third party. You agree to notify Agrivita in

the event that you discover or suspect any security breaches or vulnerabilities related to the Site, Services or Platform.

5. Damages Caused by Vulnerabilities Inherent in the Internet or in Blockchain.

5.1. Use of the internet is known to not be one-hundred percent secure. You agree that Agrivita is not responsible whatsoever for any damages caused by the interception, loss or alteration to any information sent over the internet. While Agrivita will take reasonable steps to ensure the security and privacy of any information transmitted during your use of our Services, in no event will any such information be considered “confidential” or will its disclosure to a third party, accidental or otherwise, cause liability against Agrivita, even if it occurs as a result of our negligence.

5.2. Agrivita takes every reasonable precaution to prevent and mitigate attacks. However, these problems still may occur from time to time for reasons that are out of our control. If Agrivita believes a Token active on the Platform has been compromised or is under attack, Agrivita reserves the right to immediately stop all Services related to such Token. If it is determined that such an attack caused an associated Token to rapidly lose value or otherwise cause or threaten to cause damage to the Platform, the Site, or other users, Agrivita may immediately discontinue all activity regarding such Token entirely at its discretion. Resolution concerning deposits, withdrawals, Account balances, Services or other disputes related to an attacked Token will be determined on a case-by-case basis. Agrivita makes no representation and does not warrant the safety of the Platform and is not liable for any lost value or stolen property, regardless of whether Agrivita was negligent in providing appropriate security.

6. Agrivita Does Not Provide Legal, Financial or Investing Advice.

6.1. In no way should our providing of Services be considered legal, financial, investing advice or any other kind of specialized or expert advice on which the User might detrimentally depend, causing liability against Agrivita. In using the Platform, you represent and warrant that you have sought any legal, financial, investment or otherwise specialized advice from an expert qualified to provide such counsel, or else you have the sufficient knowledge and sophistication to evaluate the risks and merits associated with Blockchain and/or Token management and offerings and to competently use our Services. We give no warranty regarding the suitability of any Tokens or other assets acquired using our Platform and assume no fiduciary duties to you.

6.2. The User represents and warrants you understand that any recommendations or commentary made by Agrivita or its employees or other users should be considered generalized in nature, and you should use your own judgment or seek the advice of an expert before taking any action regardless of such statement. We give no assurance as to the accuracy or completeness of any such statement.

7. Purchase and Withdrawal of Tokens.

7.1. The User can transfer ETH to our Platform to purchase tokens listed on the Site. Your funds will appear in your Account depending on the processing time of the transaction, which is out of Agrivita’ control. Once the transferred funds are available in your Account, you may use them to purchase tokens listed on the Platform. However, the mere transfer of funds to your Account does not represent the purchase of tokens. Tokens can only be purchased during the official token sale by accepting the respective Terms of Token Sale. Agrivita may also refund all or a portion of your money transferred by you to your Account, at any time and at its own discretion. The refund will be made in the same form as a payment received from you.

8. Distribution of Tokens.

8.1. Tokens purchased by the User will be issued according to the respective Terms of Token Sale. Once issued by the seller of the tokens, Agrivita will distribute them to your Account. Tokens will be available in your Account until you transfer them outside of the Platform. You shall be responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism your decide to use to receive and hold Tokens outside of your Account, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to the purchased tokens. Agrivita shall not be responsible for any such losses. When tokens are distributed outside of the platform, transaction fees may apply.

9. License.

9.1. We grant you a limited, nonexclusive, nontransferable license ("License") to access and use our Platform, Site and Services. This License is subject to these Terms. Any other use of the Services not expressly permitted by these Terms is prohibited. All other rights in the Platform are reserved by Agrivita and our licensors, including that to any content or functionality as presented on the Site or the Platform. "Agrivita," "Agrivita.com", all logos related to Services or displayed on the Site are trademarks or registered marks of Agrivita or its affiliates. You will not redistribute, claim ownership, license, deconstruct, reverse engineer, alter, incorporate into any other works or websites, or otherwise exploit any such content or functionality without prior express written consent of Agrivita.

10. Termination.

10.1. We may terminate or suspend your License to our Services without prior notice or liability for any reason whatsoever, including (but not limited to) if you breach the Terms. Nothing in these terms or in any other communication or action by Agrivita or our employees, agents or representatives should be taken as a waiver of any legal remedies available for any event causing termination.

10.2. All provisions of the Terms which by their nature should survive termination shall survive termination, including (but not limited to) ownership provisions, disclaimers or limitations of obligations or liability, and indemnity.

11. Links to Other Web Sites.

11.1. Agrivita or other users may provide links to third-party web sites or services that are not owned or controlled by Agrivita. Agrivita has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Agrivita shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or detrimental reliance on any information, content, goods or services available on or through any such web sites or services. Agrivita is not liable for any loss or damage incurred as a result of interacting with any third party content on our Site.

12. Copyright of Communications In Connection With Our Services.

12.1. You agree that any materials, information or communications transmitted between the User and Agrivita in any form, or between the User and any other Agrivita user via our Platform, are non-confidential and will become the sole, exclusive property of Agrivita. Agrivita will own all intellectual property rights to such communications or materials, and can use or disseminate them in a completely unrestricted fashion for any legal purpose, commercial or otherwise, without notifying or compensating you. You hereby waive any right to litigation or recovery for perceived damages caused by the use of this information as is permissible by law.

13. Indemnification.

13.1. You agree to indemnify, exculpate and hold Agrivita, its representatives, affiliates, employees and service providers harmless from any claim or demand permissible by law arising out of or related to the use of these Services, including any breach by you of these Terms or violation of any law, rule, or rights of a third party. You agree to pay for any legal fees or other costs that incurred Agrivita or any other indemnified parties as a result of your actions.

14. Disclaimer of Warrants and Guarantees.

14.1. Agrivita does not guarantee any level of performance or the continued, uninterrupted availability of our Services. We do not guarantee the accuracy of any information provided on the Site. We hereby disclaim all warrants and guarantees that not expressly made in these Terms.

15. Applicable Law and Venue.

15.1. The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of Singapore, without giving effect to principles of conflicts of law.

16. Arbitration.

16.1. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks to bring an individual action in small claims tribunals or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company's respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

17. No Class Arbitration, Class Action or Representative Actions.

17.1. Any Dispute arising out of or related to this Agreement is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals. Any Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrator(s). The language of the arbitration shall be English.

18. Survival and Severability.

18.1. Any portion of these Terms that reasonably should survive the termination of your License or any other agreement is hereby agreed to do so. If any provision of these terms is deemed illegal, invalid or otherwise invalid for any reason, then that provision will be severed and the rest of these Terms will remain intact and enforceable.

19. Integration.

19.1. Our failure to exercise or enforce any rights or provisions of these Terms does not constitute a waiver of those rights or provisions. These Terms represent the entire and complete agreement between the User and Agrivita, including any future modification of these Terms, superseding any prior agreements or communications between you and us. Any ambiguities in these Terms shall be construed in the light most favorable to Agrivita.

20. Act of God.

20.1. Agrivita performance under these Terms shall be excused if the failure of such performance is caused by forces beyond its reasonable control. This includes (but is not limited to) acts of God, acts of any government, war or civil unrest, severe weather, fire, natural disasters, political embargos, terrorism, power or equipment failure, industrial or labor disputes or controversies, acts of any third party, or blockchain failures.

21. Contact Us.

21.1. If you have any questions about these Terms, please contact us in any convenient way for you.