

TERMS OF USE

Access to use of any part of the website <https://aivia.io/> ("Site") is provided by ABB CAPITAL LP located at: United Kingdom, Scotland, Edinburgh, EH2 1JE, Suite 1, 4 Queen Street, by you ("User") according to the following Terms of Use ("Terms"). The information contained on this website is for informational purposes only.

These terms and conditions govern the use of our website. Using our website, you accept these terms and conditions in its entirety. If you do not agree to these Terms or any part of these Terms, you should not use our website.

By using the website, you agree to these Terms. You also agree, if necessary, with the Terms of other documents governing the use of the site, including the Privacy Policy; the expression "Terms" includes these and other materials.

TERMS AND DEFINITIONS APPLICABLE IN THE OPERATION OF THIS SITE

Terms - the text of these terms of use of the site, with all available tabs, links and attachments.

The site is a real Internet site <https://aivia.io/> in general and its separate parts (the start page, sections, tabs, attached files written in any programs-editors).

The owner of the site is the copyright holder of the site, represented by ABB CAPITAL LP, registered in accordance with the laws of United Kingdom, coordinating its operation, posting a new one, and periodically updating existing information in any form (text, graphic, visual, etc.) providing services for the use of the site to an undefined circle of persons and exercising other powers with respect to the site.

User - an individual or a legal entity, regardless of its location, having access to or using the site, regardless of the type of access (authorized, unauthorized).

Access - any form and type of user access to the site, including but not limited to the use of a wired or wireless protocol, over the Internet or similar technologies (WAP, etc.), through any device (personal computer, laptop, mobile phone, communicator, PDA, etc.), capable of receiving and displaying the content of the site.

Authorized access - access to the site by the registered user.

Unauthorized access - access to the site by an unregistered user.

Registration - a user's subscription on the site, by providing personal information, and the acceptance by the site owner of the decision to provide the user with authorized access, and transferring to him the means of authentication (authorization) on the site, including the user's login and password. Other terms and definitions are given in the text of the Terms.

ACCESS CONDITIONS

Access to the content of the site is carried out both in unauthorized mode (restricted access) and in authorized mode (full access).

Access to certain sections of the site is limited to the site owner, and is allowed only to authorized users who have passed the registration procedure.

Registration of the User on the website is voluntary.

When registering, the User is solely responsible for the content of personal information provided to him. One of the mandatory rules for using the website is that the information provided by the User upon registration is true, correct, complete and appropriate.

It is not allowed for one user to simultaneously have several means of identification. User registration under different names (creating multiple user profiles) is considered as abuse on their part, and may be grounds for suspending access to the website.

The owner of the site has the right to refuse the registration of the User, in case of doubt about the reliability, compliance or completeness of the information provided, as well as the availability of data indicating that the User violates the requirements of these Terms.

The User is responsible for keeping confidential the identification means on the site (username and password). Disclosure by the User of means of identification and their transfer to third parties is not allowed and can lead to restriction of access to the website (cancellation of registration). In case of loss or unauthorized use of user authentication means by third parties, the User agrees to notify the site owner about it as soon as possible.

When restricting the user's access to the site, the site owner is not obliged to indicate motives that were the basis for making such a decision; any restrictions related to access restrictions, claims by the website owner are not accepted and are not considered.

ADDITIONAL INFORMATION

If you need additional information related to the content of this site, or you have any question related to the use of the content, please write to us by e-mail at info@aivia.io or contact us by phone on the website <https://aivia.io/>.

CHANGES IN THE WEB SITE

The User is aware and accepts the fact that ABB CAPITAL LP may from time to time modify any part of the website or any services or products provided through this website and considers this to be normal and does not notify the User thereof. ABB CAPITAL LP may also modify the Terms at any time without notice. The User acknowledges that he will not have any claims for any such change. The user agrees with them without filling in or submitting a special document, but continues to use the website. If the

user does not accept the method intended for making changes to the website, then he should not use the website.

TECHNOLOGICAL FAILURE

ABB CAPITAL LP is not responsible for any inaccuracies, errors, delays or delays in any information; or for the transfer or supply of information, for any loss or damage arising as a result of or caused by such inaccuracies, errors, delays, or for any force majeure or for any other reason beyond our reasonable control.

COOKIES (Cookies)

To make use of our website as easy as possible and to improve the quality of services, ABB CAPITAL LP uses cookies and IP addresses.

Cookies are secure text files that web servers store on your computer's hard drive when you visit the site. They help the server to recognize you when you re-visit this website.

There are two basic types of cookies:

- Short (or session) cookies - they exist only when you visit the site and will be deleted when you exit. They recognize how you move between pages, for example, write down the products you added to the shopping cart when shopping online. These cookies also help maintain security;
- Persistent cookies - they are placed on your computer before their expiry or deletion. Many of them are built with an automatic deletion date so that your hard drive does not reboot. These cookies often store and re-enter registration information, so you do not need to remember it.

ABB CAPITAL LP would like to inform its customers and users of the website that it uses Google Analytics to analyze the use of the website. Google Analytics generates statistical and other information about using a website using cookies that are stored on users' computers. The information collected in connection with the website is used to generate reports on the use of the site. Google will store this information. Google Privacy Policy can be found here: <https://policies.google.com/privacy>

ABB CAPITAL LP USES COOKIES FOR THE FOLLOWING PURPOSES:

- collect traffic information on the website about users and clients of financial services offered by the company (Clients);
- ensure the confidentiality of the user and the client on the website;

- store data to enter the site;
- temporarily save the input data in calculators, tools, illustrations and demonstrations provided by the company on the site;
- store marketing information about users and their product preferences, which helps to improve targeting;
- store information about the time users stay on the site;
- evaluate the advertising and promotional effectiveness of the website (data collected by ABB CAPITAL LP is anonymous and not transferred to third parties).

ABB CAPITAL LP uses both own cookies and cookies of partner companies (third parties) to support this activity.

ABB CAPITAL LP does not use cookies to monitor the use of the Internet by users after they leave the website and does not store information that third parties can read. ABB CAPITAL LP will not change, sell or rent information from cookies without the written consent of Users.

CHANGING SETTINGS

To enable or disable cookies, you must follow the instructions provided in the web browser, which are usually found in the 'Help', 'Tools' or 'Edit' menus.

In addition, an external resource is available at www.allaboutcookies.org/manage-cookies, providing specific information about cookies and how to manage them according to the user's preferences.

The user should be aware that if he / she chooses to disable cookies in his browser, he / she will not be able to access the safe areas of the website; for example, online accounts.

SAFE ONLINE SERVICES

Any secure online services ABB CAPITAL LP, to which you subscribed from us, can use cookies to store information about you and your preferences, and to prevent unauthorized access to your services and information. Cookies should normally be accepted in such conditions - without them we can not guarantee the security of your information (and those who do not include cookies can not use our services).

IP ADDRESSES

IP-address is a unique number that identifies the computer connected to the Internet. IP addresses are not associated with personal information. We also use IP addresses to analyze the general behavior and preferences of visitors on the website.

YOUR RIGHTS

The user guarantees that when using the site, he:

(a) will only use our site for legitimate purposes, and thus, do not violate the rights, restrict or discourage the use of the website by any third party;

(b) will not engage in any activity that is illegal, or which may cause stress or inconvenience to someone;

(c) without prejudice to the paragraph (b) above, do not upload, publish, transmit or distribute any materials or information to which the User does not have intellectual property rights or any material that is in any way illegal or potentially dangerous, threatening, offensive, Slanderous, pornographic or otherwise indecent, undesirable from a radical or ethnic point of view, and;

(d) not upload, post, transmit or distribute any material or information that contains a computer virus or other code, files or programs intended for or resulting in a violation or other adverse effect on the operation of the website or computer systems of other users.

DISCLAIMER

The content of our site ("Content"), with the exception of Legal Information, is provided to the User in the form of basic general information.

The user should not rely on the accuracy of any part of the Content, nor should the Content be considered advice or recommendation to deal with currency and contracts for price differences. ABB CAPITAL LP assumes no responsibility and assumes no responsibility for any use of the Content by the User or any third party.

ABB CAPITAL LP uses software to check for viruses documents and files before uploading them to the website. However, the company can not guarantee the absence of viruses in documents or files downloaded from the website. Accordingly, the user is responsible for independently scanning for viruses of any document or file downloaded from the website. ABB CAPITAL LP is not liable for any damage to the user's computer system caused by the transmission of any virus.

The user accepts and acknowledges that ABB CAPITAL LP, its management, employees, agents, representatives of any kind, and advisers are in no way responsible for any damages, losses, costs or expenses arising directly or indirectly to the user or any third party , because of viewing or downloading any content from the site or because of using the Content for any purpose.

In order to ensure the security of information transfer, ABB CAPITAL LP uses an SSL certificate to encrypt information that is transmitted to the User or User through the website. Nevertheless, ABB CAPITAL LP would like to remind users that using the Internet as a form of communication is not yet safe enough and information transmitted via the Internet as a means of communication can be intercepted with the help of third parties. Therefore, the User should not rely on communication over the Internet as a secure form of communication.

THE SUITABILITY OF THE INVESTMENT

ABB CAPITAL LP does not give recommendations regarding the suitability or value of any particular investment in Forex, CFDs or other financial instruments or investment strategy, and ABB CAPITAL LP does not recommend the products, ads which may appear on the website (without special instructions).

HYPertext LINKS

The website and its contents may include links to websites and third-party services at points. Such links are provided solely for the convenience of the user and their provision does not constitute either the permission of ABB CAPITAL LP to the User for access to such third party websites or the approval of ABB CAPITAL LP content of such third-party websites.

COPYRIGHT

In all cases except those where there is explicit indication, copyright in the entire contents of the website belongs to ABB CAPITAL LP.

ABB CAPITAL LP hereby authorizes the User to:

- (a) viewing and displaying the Content; and
- (b) uploading content and storing it on its computer (for example, in the browser's cache) and printing one copy of the content, provided that the Content has not been modified by the User and such actions are not aimed at prosecuting commercial benefits.

Except as expressly permitted in the Privacy Policy, the Content (including any downloadable content) may not be modified, adapted, reproduced, transmitted, used for educational purposes, or provided by the User, in whole or in part, to any third party without the prior consent of ABB CAPITAL LP. The User agrees that he will not claim the authorship of the content.

TRADE MARKS

The names and logos on the website denoting ABB CAPITAL LP and/or a third party and their products or services are either (a) ABB CAPITAL LP ownership marks, or (b) marks for which ABB CAPITAL LP is licensed or authorized, and nothing in these Terms and Conditions shall transfer to the user any license or other permission to use such mark or other intellectual property right of ABB CAPITAL LP or a third party, always on the basis of the above copyright conditions.

TERMINATION

ABB CAPITAL LP reserves the right to immediately cease use or refuse to allow the use of the website to any User, at any time and at its discretion.

MISCELLANEOUS

These Rules constitute an agreement between ABB CAPITAL LP and the User in connection with the use of the site. These Rules supersede any other agreements between the parties in this matter.

When using the site <https://aivia.io/> the User accepts these conditions in full. If the User does not agree to these terms and does not accept them, he must immediately stop using the website.

If any part of these Terms is determined to be invalid or unenforceable due to applicable law, the invalid or unenforceable part must be removed or modified as necessary in order to keep the remainder of the Terms in force.

PERSONAL DATA

ABB CAPITAL LP is obliged to check the identity and obtain some information from the websites of users who are potential customers of the company's financial services, with measures aimed at preventing money laundering. For example, a potential client can be required to obtain a copy of the passport or an identity document, certified in the prescribed manner by public authorities, such as a notary, together with proof of address. ABB CAPITAL LP will not begin to provide its services until it receives all the necessary information and documentation necessary to verify the identity of the potential client. For more information, see the Privacy Policy.

Telephone conversations with ABB CAPITAL LP can be recorded and tracked. This will be done only in cases stipulated by the laws of Scotland.

LAW AND JURISDICTION

These Terms shall be governed and interpreted in accordance with the laws of Scotland, and any disputes relating to these Terms shall be resolved between the parties themselves; And in the event of failure to comply with this requirement, these disputes are subject to referral and final authorization to the Scottish Arbitration Center (SAC) in Edinburgh (Scotland), <http://www.scottisharbitrationcentre.org/>

