

“Company Shares” Intiva Token, Inc.’s Class B Common Shares offered for sale during the Securities Offerings.

“Content” Materials or information on the Website, including, but not limited to the Intellectual Property, information posted through the Services, downloaded material, and Communications.

“Cryptocurrency” Bitcoin and Ether.

“Fiat Currency” Government issued currency that is designated as legal tender in its country of issuance through government decree, regulation, or law, including the U.S. dollar or any other government-issued currency.

“Fees” Fees payable to third-party providers.

“Funds” Cryptocurrency or Fiat Currency used to effectuate the Transaction.

“IDM Global, Inc.” or **“IdentityMind”** A third-party service provider hired by the Company to perform the KYC and AML verification process.

“Intiva Health Platform” The website available at <https://intivahealth.com>.

“Intiva Token Sale” The sale of 7,9\$V to non-U.S. Persons located outside of the United States.

“JN Projects, Inc.” or **“HelloSign”** A third-party service provider the Company utilizes to help effectuate a Transaction.

“Know Your Customer” or **“KYC”** Know Your Customer requirements and standards as promulgated by the United States Financial Crimes Enforcement Network.

“Non-U.S. Person” A citizen of a foreign country that is not located in the United States and does not meet the definition of a U.S. Person, as defined in Rule 902 of the Securities Act (17 C.F.R. §230.902).

“NTVA(s)” Functional tokens issued by Intiva Token, Inc. to be used on the Intiva Health Platform.

“Privacy Policy” Refers to the Privacy Policy available at token.intivahealth.com/privacy-policy.

“Prohibited Use” As defined in Section 8 herein.

“Purchase Request” A declaration of intention to commit a Transaction on the specified terms made through the User’s Account or web form provided on the Website.

“Restricted Locations” – Includes China, Cuba, Crimea Region of Ukraine, Dubai, Iran, Lebanon, Libya, Macau, North Korea, Russia, South Korea, Somalia, Sudan and Syria.

“Securities Offering” An offering of Class B Common Shares in the Company, exclusively available to U.S. purchasers.

“Services” The Services include the following, which are available on the Website: creating an Account; verifying a User’s personal information; sending Funds and/or applicable agreements to effectuate a Transaction; and purchasing Shares or TIVAs.

“Terms” These Terms of Service as amended by the Company and available at token.intivahealth.com/termsandconditions.

“Transaction” The purchase of TIVAs or Company Shares on the Website under these Terms.

“U.S.” United States of America.

“U.S. Person(s)” As defined in Rule 902 of the Securities Act (17 C.F.R. §230.902).

“User(s)” An individual or a corporate representative who uses the Website, agrees to the Terms of Service, and is a holder of an Account.

“Wallet(s)” Third-party software that allows Users to store, send, and receive Cryptocurrency and TIVAs.

“Website” Collection of information, texts, graphic elements, design, pictures, and other intellectual property, as well as the software in the information system available on the Internet at a domain address <https://token.intivahealth.com>.

“You” or “Your” refers to the User.

1.2 – Headings. The headings of the clauses of these Terms are for convenience and ease of reference only and shall not affect the meaning or interpretation of these Terms.

1.3 – Governing Law. The Terms shall be governed by and construed in accordance with the laws of the United States and the State of Texas, unless expressly stated otherwise herein. For the purpose of any judicial proceeding, you hereby submit to the jurisdiction of the state and federal courts sitting in Travis County, Texas, and agree to service of process in such arbitration or court proceedings shall be satisfactorily made upon a party if sent by certified, express or registered mail addressed to it at the address set forth in the Company’s records, or if no such address is provided, by email to the email address provided by the relevant party to the Company in connection with its use of the Services.

You agree that any action you commence will be in the state or federal courts located in Travis County, Texas, and you hereby consent to and waive all defenses of lack of personal

jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts located in Travis County, Texas.

2. General Use.

2.1 – Scope of Services. The Website is an internet-based platform where Users can access information about the Company, create an Account, and complete Transactions. The Company hired third-party service providers, including, but not limited to, Applicature, Inc. (“Applicature”), IDM Global, Inc. (“IdentityMind”), and JN Projects, Inc. (“HelloSign”) to provide the Account registration process, as well as the other Services.

The Services are solely provided through the Account and use of the Website, and include the capability to create an Account, effectuate a Transaction, and purchase Shares or TIVAs. When you create an Account, you are creating an Account with the Company but the information you provide is accessible to our third-party providers IdentityMind and Applicature. The User acknowledges and agrees that when completing a Transaction, he/she/it is purchasing Shares or TIVAs, and that the third-party providers, including Applicature, HelloSign, and IdentityMind, act only as intermediaries in such Transactions. **The risk of loss in dealing in Cryptocurrency can be substantial. You should therefore carefully consider whether such transactions are suitable for you in light of your financial condition.**

2.2 – Eligibility. The Company may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain U.S. states or foreign jurisdictions (“Restricted Locations”). To be eligible to use the Services, you as an individual User must be eighteen (18) years or older and have the capacity to contract under applicable law, or if the User is not individual, you must have the right and requisite power and authority to sign and enter into binding agreements for and on behalf of the User.

The Website has not been designed for and cannot be used by individuals and/or corporate and non-corporate entities that are regulated by the laws of the countries where Transactions with Cryptocurrencies are restricted. The User is solely responsible for understanding and complying with any and all laws, rules, and regulations of his/her/its specific jurisdiction that may be applicable to the User in connection with the use of all Services, products, and Content of the Website. The Company, as well as any other person authorized by the Company to administer the Services, shall not be held liable for any legal risks and disputes arising in the jurisdiction of the User’s residency.

You further represent and warrant that you: (a) have not previously been suspended or removed from using the Services; (b) entering into this Agreement will not violate any other agreement to which you are a party; (c) are not located in, under the control of, or a national or resident of any Restricted Locations or any country in which the United States has embargoed goods or services; (d) will not use the Services if any applicable laws in your country prohibit you from doing so in accordance with these terms; (e) are not identified as a “Specially Designated National;” and (f) are not placed on the Commerce Department’s Denied Persons List.

2.3 – License to Use the Service. Upon these Terms of Service, the Company hereby grants the User a non-exclusive, non-transferable limited license to access and use the Website and related Content, material, and information in strict accordance with the terms and conditions stated below. Any other use of the Website, Content, material, or information is expressly prohibited. All rights not expressly granted herein are fully reserved by the Company, its advertisers and licensors.

3. Privacy Policy and Protection of Personal Information.

3.1 – Privacy Policy. Please review our Privacy Policy available at token.intivahealth.com/privacy-policy to learn about how we collect, store, use, protect, and share your information. The Privacy Policy explains how the Company treats your personal information and protects your privacy when you access the Company and use the Services.

3.2 – Amendments to Privacy Policy and Terms of Service. The Company may modify or update its Privacy Policy and these Terms from time to time, therefore we recommend you review this page and the Privacy Policy periodically. When we change the Privacy Policy or these Terms in a material manner, we will update the ‘last modified’ date and notify you that material changes have been made. Your continued use of the Service after any such change constitutes your acceptance of the new Privacy Policy and Terms. If you do not agree to any of these terms or any future Terms of Service or Privacy Policy, do not use or access (or continue to access) the Services.

4. User Account.

4.1 – Creation and Registration of Account. In order to use any of the Services, you may be required to register and create an Account. The User is allowed to register only one Account, and any additional Account may be blocked by the Company and/or Appicature. The User shall open and maintain an Account by registering on the Website and providing your name, an email address, password, telephone number, and other Account information (as defined below), as well as accept the Terms and Privacy Policy. The Account created through the Website is an Account with the Company. You agree to create a strong password that you do not use for any other website or online service. The registration and Account creation process is necessary to obtain access to the Services, and the User shall select a proper email address and password. The User is entitled to use the functions of the Account upon completion of the verification procedure as described on the Website. However, the Company may, in their sole discretion, refuse to allow you to establish an Account.

The User agrees that he/she/it will not use any Account other than his/her/its own, or access the Account of any other User at any time, or assist others in obtaining unauthorized access. The Company is vigilant in maintaining the security of the Website and Services.

Moreover, the Company is committed to providing a compliant and reputable Website. Accordingly, the Company has implemented enhanced customer due diligence procedures in order to comply with Know Your Customer (“KYC”) requirements, as well as Anti-Money Laundering (“AML”) standards. The Company requires all Users to provide certain identifiable information, which will be verified through third-party providers, including, but not limited to, IdentityMind.

For a list of the identifiable information required, please review the Company's Privacy Policy available at token.intivahealth.com/privacy-policy.

4.2 – Required Account Information. The User shall provide the Company with certain registration information, some of which may be required, all of which must be accurate, truthful, and complete information. Such information may include: full name; email address; telephone number; date of birth; gender; current address or principal place of business, including the country of residence; Ethereum address for receipt of TIVAs; and financial or banking information (hereinafter "Account information"). In providing the Account information, the User shall not: select an email address already used by another person; use an email address in which another person has rights without such person's authorization; or use an invalid email address.

4.3 – Identity Verification. Identification and verification procedures are important for strong customer due diligence practices. Under the KYC requirements, a User may be required to provide the Account information listed above, as well as a government-issued identification number, such as a social security number, tax identification number, or passport number, and government-issued identification or for entities forms that establish the legal existence of an entity. The information required under the KYC requirements will be verified by a third-party vendor, including, but not limited to, IdentityMind. If the User refuses to provide the required documents and information, the Company reserves the right to deny creation of an Account or immediately terminate Services provided to the User based on the Company's inability to verify the authenticity of the registration information or may request additional information and/or documents from the User.

To use features of the Services, you are required to provide the Account information and any other personal information listed above. In submitting this or any other personal information as may be required, you verify that the information is accurate and authentic, and you agree to update the Company if any information changes.

If the User purchases Shares, then the User will need to be verified as an Accredited Investor. A User from the United States will need to prove that they meet one of the requirements listed in 17 C.F.R. §230.501(a), including, but not limited to:

- An individual with income in excess of two hundred thousand dollars (\$200,000) in each of the two (2) most recent years, or a joint income with a spouse in excess of three hundred thousand dollars (\$300,000) in each of those years and the User reasonably expects the same or greater income level in the current year; or
- An individual with a net worth or a joint net worth with that person's spouse at the time of his/her purchase that exceeds one million dollars (\$1,000,000).

For the United States Accredited Investor verification process, a User's personal information may also include income-based information, net worth-based information, or information from a third-party representative.

If the User is an Accredited Investor based on income then the User's personal information will also include:

- The User's W-2 Form, Form 1099, Schedule K-1, or Filed Form 1040; and
- A written representation from the User that he or she has a reasonable expectation of reaching the income level in the current year.

Whereas, if the User is an Accredited Investor based on net worth, then the User's personal information will also include:

- Bank statements;
- Brokerage statements; and
- Other statements of securities holdings, certificates of deposit and/or tax assessments and appraisal reports issued by third parties in order to verify assets.

However, if the User is an Accredited Investor based on third-party representation, then the User's personal information will also include:

- Written confirmation from a broker-dealer, a registered investment advisor, a licensed attorney, or a certified public accountant that such person has taken reasonable steps to verify that the User is an Accredited Investor within the prior three (3) months and determined that such User is an Accredited Investor.

In case the User provides counterfeit documents and false personal information, such behavior will be interpreted as fraudulent activity. You hereby authorize the Company to, directly or indirectly through third parties, make any inquiries the Company considers necessary to check the relevance and accuracy of the information provided for verification purposes, as well as to protect against fraud, including to query identity information contained in public reports (e.g. your name, address, past addresses, or date of birth), to query account information associated with your other accounts, such as your Wallet or bank account (e.g. name or account balance), and to take action deemed reasonably necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests. The Accredited Investor verification will be conducted by the Company.

To learn more about how we treat your data, please see our Privacy Policy available at token.intivahealth.com/privacy-policy.

4.4 – Accuracy of Information and Account Maintenance. By registering an Account, User agrees to provide current, accurate, and complete information about him/her/itself as prompted by the registration process, and to keep such information updated. You agree to promptly update your Account information and maintain the security of your Account by protecting your password and restricting access to your Account. Promptly notify the Company if you discover or otherwise suspect any security breaches related to your Account. Additionally, you agree to take responsibility for all activities that occur under your Account and accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law.

4.5 – Account Security. The User is responsible for maintaining the confidentiality of information on the Account, including, but not limited to, the password and email address. The

User is also responsible for maintaining adequate security and control of any and all passwords, personal identification numbers, or any other codes used to access the Services.

The User must take reasonable care to ensure that his/her/its email account is secure and only accessed by the User, as his/her/its email address may be used to reset passwords or to communicate with User about the security of the Account. The User ensures the confidentiality of its email address and password, and does not allow the use of this information without its consent. Any person that has used this information to login to the Account is considered to be acting as the agent of the User unless the User has informed the Company of suspected unauthorized use of its email address and password. If the email address registered with the User's Account is compromised, the User should without undue delay after becoming aware of this contact the Company at team@intivatoken.com.

Irrespective of whether the User is using a public, a shared or his/her/its own computer to access the Account, the User must always ensure that his/her/its login details are not stored by the browser or cached or otherwise recorded. The User should never use any functionality that allows login details or passwords to be stored by the computer he/she/it is using. If the User has any security concerns about the Account, login details, passwords, or other security features being lost, stolen, misappropriated, used without authorization, or otherwise compromised, the User is advised to change the password. The User must contact the Company without undue delay on becoming aware of any loss, theft, misappropriation, or unauthorized use of the Account, login details, password, or other security features. Any undue delay in notifying the Company may not only affect the security of the Account, but may result in the User being liable for any losses as a result.

If there is suspicious activity related to the User's Account, the Company may request additional information from the User, including authenticating documents, and freeze the Account for the review time. The User is obligated to comply with these security requests or accept termination of the Account. The Company shall not be liable for the breach of an email account resulting in an unauthorized Transaction executed with proper confirmation.

If there is suspicious activity related to the User's Account, our third-party provider may request additional information from the User, including authenticating documents, and freeze the Account for the review time. The User is obligated to comply with these security requests or accept termination of the Account. The Company shall not be liable for the breach of an email account resulting in an unauthorized Transaction executed with proper confirmation.

4.6 – Insufficient Funds. If the Funds sent to effectuate the Transaction are insufficient, the Transaction will be rejected.

5. Cancellation, Suspension or Termination of Account or Services.

5.1 – Cancellation or Refusal of Registration. The Company has the right to refuse registration of or cancel your Account in our discretion for any reason.

5.2 – Suspension. The creation or use of Accounts without obtaining permission will result in the immediate suspension of all respective Accounts. Any attempt to do so or to assist others (Users or other third parties), including the distribution of instructions, software, or tools for that purpose, will result in termination of such Account(s). Termination is not the exclusive remedy for such violation, and the Company may decide to take further action against the User.

Additionally, the Company or Applicature may, in their sole discretion and without liability to the User, with or without prior notice, suspend your access to all or a portion of the Services if you breach the Terms, any Force Majeure event occurs, or any other event occurs that would make provision of the Services commercially unreasonable. If the Company or Applicature is forced to remove or suspend Services provided to Users, the User may receive a notification and a potential refund, but such decisions are entirely within the Company’s discretion.

5.3 – Termination. The Company reserves the right to terminate the User’s access to the Services, in our sole discretion, immediately and without notice, and block your Account and all related information and files in such Account without liability to you. If your Account is deleted for any reason, you will lose all access to any information, connections, or other features that may have been associated with your Account. In the event of termination, the Company may return any Funds used to purchase TIVAs or Shares, unless the Company believes you have committed fraud, negligence, or other misconduct. If User violates the Terms, the Company may also pursue other remedies at law or in equity.

5.4 – Additional Bases for Cancellation, Suspension, or Termination. The Company may suspend, restrict, or terminate your access to any or all of the Services, and/or cancel your Account if: (a) the Company is required by a facially valid subpoena, court order, or binding order of a government authority; (b) the Company reasonably suspects you of using your Account in connection with a Prohibited Use; (c) use of your Account is subject to any pending litigation, investigation, or governmental proceeding and/or we perceive a heightened risk or regulatory non-compliance associated with your Account activity; (d) our service partners are unable to support your use; (e) you take any action that the Company deems as circumventing the Company’s controls, including, but not limited to, opening multiple Accounts, or abusing promotions which the Company may offer from time to time; or (f) breach these Terms. You acknowledge that the Company’s decision to take certain actions, including limiting access to, suspending, or closing your Account, may be based on confidential criteria. You agree that the Company is under no obligation to disclose the details of its procedures with you, nor is it obligated to provide you notice if a court order or other legal process prohibits the Company from providing you with such notice.

6. Transactions.

6.1 – The Transaction. The User acknowledges and agrees that when completing Transactions, he/she/it is purchasing TIVAs or Shares, and the third-party providers, Applicature and IdentityMind act only as an intermediary in such Transactions, not as counterparty to any trade, and under no circumstances can be considered as a party to the Transactions. The price for which Users buy TIVAs or Shares is set by the Company.

6.2 – Purchase Request. The User may submit a Purchase Request through the Account or web form provided on the Website. The User cannot cancel a Purchase Request once the Company signs the applicable agreement, regardless of what is displayed on the Website.

6.3 – Sufficient Funds. A Transaction can be accomplished only if the Funds sent are sufficient for the purposes of the Transaction.

6.4 – Transaction Processed. Once the Transaction is complete, the Account involved in the Transaction shall receive a Share Certificate and/or be provided the ability to create a Wallet and receive the TIVAs purchased, in accordance with the terms and conditions of the Transaction. The Transaction cannot be reversed by the User once the Funds are accepted and the applicable agreement is executed.

6.5 – Effectuating the Transaction. The User may effectuate the Transaction by sending Cryptocurrency from a Wallet or Fiat Currency through a wire transfer. Due to the inherent nature of the Cryptocurrency networks, the User acknowledges and agrees that sending and receiving Cryptocurrencies may take up to twenty-four (24) hours, barring unforeseen and unavoidable network issues. The Company may be forced to cancel or recall already executed Transactions at the request of government agencies or financial institutions. In such cases the User obliges to cooperate in order to discover the reasons for such requests.

6.6 – Conditions and Restrictions. The Company may introduce restrictions as to the frequency or amount of such Transactions. The Company may also impose any other conditions or restrictions upon your use of the Services. The Company has the right to decline a User's Transactions and/or suspend a User's Account.

6.7 – Refuse to Process or Cancel Transaction. The Company reserves the right to refuse to process any Purchase Request as required by law or in response to a subpoena, court order, or other binding government order, or to enforce transaction limits.

6.8 – User's Cancellation of Purchase Request or Transactions. A User may only cancel a Purchase Request initiated via the Services if such cancellation occurs before the Transaction is processed. Once the Transaction has been processed, you may not change, withdraw, or cancel your authorization to complete such Transaction. We reserve the right to refuse any cancellation request associated with a Purchase Request once you have submitted such request.

6.9 – Risk Disclosure. You understand and accept the fact that transacting via the Website and Account involves significant risks. You acknowledge and agree that you shall access and use the Services at your own risk. The risk of loss in Cryptocurrency transactions can be substantial. Thus, the Company suggests that you carefully consider whether such Transactions are suitable for you in light of your circumstances and financial resources.

The User should be made aware that they may sustain a total loss of the Funds associated with their Account. These brief statements cannot disclose all risks and aspects associated with these Transactions, therefore the Company recommends that Users seek professional financial and/or legal advice before using the Services or purchasing TIVAs or Shares.

Additionally, the User acknowledges that there are risks associated with utilizing an internet-based system including, but not limited to, the failure of hardware, software, and internet connections. You acknowledge that the Company and its third-party providers shall not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when using the Services, howsoever caused.

7. Fees.

The User is solely responsible for paying any fees imposed by third parties, such as wallet providers. All fees owed by the User to the third parties are not covered by these Terms.

8. Prohibited Uses and Transactions.

8.1 – General Prohibitions. When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property, or other third-party right or commit a tort, and that you are solely responsible for your conduct while using the Services. The User is strictly forbidden from using the Account for any illegal purpose. The Company may report any suspicious activity to the relevant law enforcement agency.

8.2 – Unacceptable Uses and Transactions. The User shall ensure that they do not use the Account or the Services for Transactions relating to:

8.2.1 – Fraud, including any activity that operates to defraud the Company, the Company’s Users, the Company’s third-party providers, or any other person by providing any false, inaccurate, or misleading information to the Company or our third-party providers;

8.2.2 – Ponzi, pyramid, or any other “get rich quick” schemes;

8.2.3 – Money laundering, terrorist financing, proliferation of weapons of mass destruction, explosive materials, or weapons of any kind;

8.2.4 – Illegal gambling activities, including, but not limited to, lotteries, bidding fee auctions, sports forecasting or odds making, fantasy sports leagues with cash prizes, internet gaming, contests, sweepstakes, or games of chance;

8.2.5 – Any goods and services that are illegal or the promotion, offer, or marketing of which is illegal or that are offered in connection with illegal, obscene, or pornographic content depicting children or minors in sexual postures;

8.2.6 – Human trafficking, selling of body parts or human remains, harming any protected animals, or protected plants;

8.2.7 – Selling or facilitating transportation of drugs, narcotics, or hallucinogens;

8.2.8 – Selling or transporting goods that are subject to any trade embargo;

8.2.9 – Interference with another individual’s or entity’s access to or use of any of the Services, which negatively affect and disrupt a User’s use of the Services;

8.2.10 – Damaging, disabling, overburdening, or impairing the function of the Services;

8.2.11 – To the use of robot, spider, crawler, scraper, or other automated means or interface not provided by the Company to access the Services or to extract data;

8.2.12 – Activities that defame, abuse, extort, harass, stalk, threaten, or otherwise violate or infringe legal rights; and

8.2.13 – Infringement or violation of any copyrights, trademarks, rights of publicity, or privacy or any other proprietary right under the law, including, but not limited to, sales, distribution, or access of counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder.

9. User’s Rights and Responsibilities.

9.1 – General Responsibilities. The User undertakes to read the entire Terms carefully before using the Website or any of the Services provided. The User undertakes to review and understand the risk involved in entering into the Transaction. The User undertakes to comply with any and all applicable laws and regulations related to the use of the Services. The User is solely responsible for complying with applicable law regarding any Transaction on the Website.

9.2 – Transaction Responsibility. The User is solely responsible for determining whether any contemplated Transaction is appropriate for them based on their personal goals, financial status, and risk willingness. It is the User’s responsibility to carefully review and assess the terms of the Transaction and any other relevant documents before entering the Transaction. You must use your own judgement before making any decision to transact or accepting a Transaction. You should obtain such professional advice as is appropriate to protect your interests, including legal, tax, accounting, and other advice.

9.3 – Right to Enter and Use. The User has the right to enter and use the Website and Services, as long as he/she/it agrees to and complies with the Terms. By using the Website, the User agrees to accept and comply with the Terms stated herein.

9.4 – Right to Cancel Account. You may cancel your Account at any time by contacting the Company. You will not be charged for canceling your Account.

9.5 – Account Responsibility. The User undertakes to monitor all and any changes on his/her/its Account. The User undertakes to immediately inform the Company about any unusual, suspicious, unclear, or abnormal changes on his/her/its Account. If User informs the Company too late or does not inform them, the User will be liable for the breach of the Terms, and the Company

will have the right to take any further steps, including, but not limited to, reporting to relevant authorities.

9.6 – Update Information. You are responsible for keeping your email address and telephone number up to date in your Account in order to receive any notices or alerts that may be sent.

9.7 – Security of Account Information. The User is responsible for maintaining adequate security and control of any and all identifications, passwords, hints, personal identification numbers, or any other codes that you use to access the Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Account by third-parties and the loss or theft of any Cryptocurrency or TIVAs held in your Wallet.

The Company and its third-party providers assume no responsibility for any loss that you may sustain due to compromise of Account login credentials due to no fault of the Company or its third-party providers, and/or failure to follow or act on any notices or alerts that may be sent to you. In the event you believe your Account information has been compromised, contact the Company at team@intivatoken.com.

9.8 – Notification. You undertake to notify the Company immediately of any unauthorized use of your Account or password, or any other breach of security by emailing team@intivatoken.com. Any User who violates the foregoing rules may be terminated, and thereafter held liable for losses incurred by the Company, our third-party providers, or any User of the Website.

9.9 – Responsible for Infringement. The User is responsible for any and all damages caused and all liability actions brought against the Company for infringement of third-party rights or violations of applicable laws.

9.10 – Taxes. The User undertakes to pay all his/her/its taxes and duties, which can result from the use of the Services. It is the User's responsibility to determine which, if any, taxes apply to the Transactions completed, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. The Company is not obligated to determine whether taxes apply, and is not responsible for collecting, reporting, or remitting any taxes arising from any Transactions. Moreover, the Company is not responsible for any violation made by the User due to his/her/its obligation to calculate and pay taxes and duties.

10. User's Representations and Warranties.

10.1 – Terms of Service. The User represents and warrants that they have accepted the Terms of Service and will not violate the Terms of Service.

10.2 – User Registration. By registering an Account, you expressly represent and warrant that you will: follow the rules and laws of your country of residence and/or country from which you access this Website and Services, meet the eligibility requirements, and have the right to accept these Terms of Service and participate in Transactions involving Cryptocurrencies.

10.3 – Accurate and Complete Information. You represent and warrant that any information you provide via the Services is accurate and complete.

10.4 – Currency. The User represents and warrants that the Funds used to complete a Transaction belong to the User and were derived from lawful sources.

10.5 – Transactions. You represent and warrant that you will only use the Services to perform Transactions in accordance with the Terms and conditions set forth in this Agreement and that you are duly authorized and have the capacity to enter into the Transactions on the Website. You agree and represent that you will not engage in any Prohibited Uses defined herein.

10.6 – Treatment of Content. You warrant that you will not treat any Content, email, or other information received as a result of your access to the Services as a recommendation or representation of any kind by the Company, an affiliate of the Company, or any employee, officer, director, representative, third-party provider, or other agent of the Company.

10.7 – Ownership and Right. You warrant you will not claim any ownership right in any material, software, or other Intellectual Property displayed on, published by or otherwise available through the Company, other than content, software, or intellectual property that the User owns or otherwise has rights to without regard for its appearance with the Company. You also warrant that you will not claim any rights to access, view or alter any source code or object code of the Company or our third-party providers.

10.8 – Use of Content. You warrant that you will not copy, store, permanently download, republish, or redistribute Content except as specifically allowed in the Terms. Additionally, you warrant that you will not use any Content or other information acquired from the Company or through the use of the Website for commercial or investment activity outside of the Services, without prior written approval from the Company.

10.9 – Marketing. The User warrants that they will not use the Company to market services, particularly investment advisory services, that might cause the Company to have to register as an investment advisor with the Securities and Exchange Commission (the “SEC”), or to be treated as an underwriter. Additionally, User warrants that they will not market competing services to people they have identified through the Company.

11. The Company’s Rights, Responsibilities and Limitations.

11.1 – Decline, Suspend, or Delete Accounts. The Company reserves the right (in their sole discretion) to decline a User’s Transactions and/or suspend the Account (or certain functionalities thereof such as sending or receiving Cryptocurrency) at any time where it is required to do so under relevant and applicable laws and regulations, or where it has grounds to believe that the Account is being used for illegal purposes. The Company will make reasonable efforts to inform the User of any such suspension unless prohibited from doing so by law or under an order from a competent court or authority. Additionally, the Company and Applicable Authorities reserve the right to block your Account for any reason.

11.2 – Access to Website. The Company will use reasonable efforts to ensure that the User can normally access the Website and Services in accordance with the Terms. However, the Company may suspend use of the Website for maintenance and will make reasonable efforts to give the User notice. The User acknowledges that this may not be possible in an emergency.

11.3 – Discontinue Services and User Access. The Services and the information included on the Website have an indefinite duration. The Company may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify, discontinue, or terminate, temporarily or permanently, the Services or the information posted on the Website. Specifically, the Company reserves the right to terminate your access to the Services without notice and, if you violate the Terms, to pursue other remedies at law or in equity.

11.4 – Report Fraud or Illegal Activity. In the case of fraud, the Company undertakes to report all the necessary information, including names, addresses and all other requested information, to the relevant authorities dealing with fraud and breaches of the law. Users recognize that their Account may be frozen at any time at the request of any competent authority investigating a fraud or any other illegal activity.

11.5 – Transactions. The Company's and Applicable's responsibility shall be limited to using reasonable technical efforts to ensure the receipt of the Funds transferred. When initiating Cryptocurrency transfers to third-party services unaffiliated with the Company, the Company's responsibility shall be further limited to ensuring the transfer of the necessary technical data to the Cryptocurrency network.

11.6 – Damages or Losses. To the extent permitted by law, the Company is not responsible for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss unless the loss suffered was caused by a breach of the Terms by the Company. In addition, the Company is not liable for the loss of Funds or TIVAs resulting from misuse and errors of Cryptocurrency Wallet software, such as a typo in the Wallet address, sending the currency to the address of another blockchain network, errors in blockchain wallet software, or misinterpretation of instructions provided by the Company during the Transactions.

11.7 – The Websites and Services. The Company or its third-party providers are not responsible for any malfunction, breakdown, delay, or interruption of the internet connection, or any other reason the Website is unavailable at any given time. While the Company will strive to keep the Website up and running, all online services may experience occasional disruptions and outages, and the Company is not liable for any disruption or loss you may suffer as a result. The Company does not provide any guarantees that access to the Website will not be interrupted, or that there will be no delays, failures, errors, omissions, or loss of transmitted information.

11.8 – Security. The Company undertakes to take the necessary measures to maintain the level of information security of the Website and prevent potential threats.

11.9 – Right to Control Content. The Company may, but is not required to, monitor or control the Content posted via the Services. The Company's failure to exercise this right does not

give the User any right to make a claim against the Company. Any Content that has been uploaded through the Services may be deleted at any time without notice to the User.

12. Notices and Communication by Electronic Delivery.

12.1 – Notice. The Company reserves the right to send notices to, and communicate with the User by any means of communication, available to the Company, considering the contact details provided by the User.

12.2 – User Consent. The User expressly agrees and consents to receive any notice or communication in electronic form that the Company or their third-party provider provides in connection with User’s Account and/or use of the Services, and to be bound by them, if so is required by the Terms of Service. Communication includes but is not limited to: Terms of Service and Privacy Policies, and updates to these agreements and policies; documents; receipts; legal, regulatory, and tax disclosures; legal, regulatory, and tax statements; agreements; Account details and history; confirmations; Transaction information; and responses to claims, complaints, or customer support inquiries filed in connection with your Account (hereinafter “Communications”). You agree that the Company may provide these notices and Communications to you by posting them via the Services, the Website, or by emailing them to you at the email address you provide, and/or by sending a SMS or text message to the phone number that you provide. Your carrier’s normal, messaging, data and other rates and fees may apply to any mobile Communications. Users should maintain copies of electronic notices and Communications by printing a paper copy or saving an electronic copy.

12.3 – Failing or Withdrawing Consent.

12.3.1 – Withdraw Consent. The User may withdraw consent to receive electronic notices and Communications by sending a withdrawal notice team@intivatoken.com. If User declines or withdraws consent to receive electronic notices and Communications, the Company reserves the right to suspend or terminate your use of the Services.

12.3.2 – Fail to Provide Consent. If User fails to provide consent, the Company reserves the right to immediately close your Account, or suspend or terminate your use of the Services.

12.3.3 – Notification. If the Company is forced to remove or suspend Services provided to Users, the User may receive a notification from the Company.

12.4 Hardware and Software Requirements. In order to access and retain electronic Communications, you will need the following hardware and software: a device with an internet connection that has a current web browser with 128-bit encryption and cookies enabled; a valid email address and your primary email address on file with the Company; and sufficient storage space to save past Communications or an installed printer to print them.

12.5 – Update Contact Information. It is your responsibility to keep your email address and/or phone number in your Account up to date so that the Company can communicate with you

electronically. You understand and agree that if the Company sends you an electronic Communication but you do not receive it because your email address or phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, the Company will be deemed to have provided the Communication to you.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your address book, you must add the Company to your email address book so that you will be able to receive the Communications we send you. You can update your email address, phone number, or address at any time by sending a request team@intivatoken.com. If your email address or phone number becomes invalid, such that electronic Communications sent to you by the Company are returned, the Company may deem your Account to be inactive and you may not be able to use the Services until we receive a valid, working email address or phone number from you.

13. Independent Relationship - No Advice or Brokerage.

13.1 – Independent Relationship. The Company does not act as a market-maker in the Transaction effected through the Account or in providing financing for financed trading on the Website. The Company also does not act as your partner, joint venture, joint associates, broker, advisor, or agent.

13.2 – No Advice. No communication or information provided to User by the Company or third-party provider shall be considered or construed as advice. The Company does not provide investment, tax, accounting, financial, or legal advice. Additionally, no information on the Website should be interpreted as a recommendation or endorsement with regards to any TIVAs or Shares. Any decision to buy Shares or TIVAs is the User’s decision and the Company will not be liable for any loss suffered. All Transactions are executed automatically, based on the parameters of your Purchase Request and in accordance with execution procedures, and you are solely responsible for determining whether any investment, investment strategy, or related Transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

14. Disclaimers, Limitations and Waivers of Liability.

THE COMPANY’S SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTIVA TOKEN, INC. EXPRESSLY DISCLAIMS AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT AS TO OUR SERVICES, INCLUDING THE INFORMATION, CONTENT, AND MATERIALS CONTAINED THEREIN.

THE COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE WEBSITE, ANY PART OF THE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. THE COMPANY DOES NOT GUARANTEE THE ADEQUACY, TIMELINESS, ACCURACY, OR COMPLETENESS OF ANY INFORMATION ON THE WEBSITE. INTIVA TOKEN, INC. MAKES NO WARRANTY, AND DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY, OR RELIABILITY OF THE SERVICES OR ANY CONTENT THEREON OR ANY CONTENT YOU RECEIVE AS A RESULT OF YOUR RELATIONSHIP WITH THE COMPANY.

THE COMPANY SHALL NOT BE LIABLE FOR ANY SUSPENSION OR REFUSAL TO ACCEPT PAYMENTS WHICH THE COMPANY REASONABLY BELIEVES TO BE MADE FRAUDULENTLY OR WITHOUT PROPER AUTHORIZATION. THE COMPANY SHALL ALSO NOT BE LIABLE FOR ANY UNFORESEEN CIRCUMSTANCES, WHICH PREVENT THE PROPER PERFORMANCE DESPITE ANY REASONABLE PRECAUTIONS TAKEN BY THE COMPANY, INCLUDING, BUT NOT LIMITED TO, POWER OUTAGES, FIRE, FLOOD, THEFT, EQUIPMENT BREAKDOWNS, HACKING ATTACKS, INTERNAL MECHANICAL OR SYSTEM FAILURES, AS WELL AS DOWNTIMES OF THE WEBSITE.

THE COMPANY IS NOT LIABLE TO ANY PERSON FOR ANY CLAIM BASED UPON TERMINATION OF AN ACCOUNT OR DISABLEMENT OF ACCESS TO SERVICES OR REMOVAL OF ANY CONTENT, INCLUDING MATERIAL THE COMPANY BELIEVES, IN ITS SOLE DISCRETION, TO VIOLATE THE TERMS, REGARDLESS OF WHETHER THE MATERIAL ULTIMATELY IS DETERMINED TO BE INFRINGING OR OTHERWISE PROHIBITED, AND REGARDLESS OF WHETHER SUCH TERMINATION OR DISABLING HAS THE EFFECT OF REDUCING THE VALUE OF ANY CONTENT OR OPPORTUNITIES THAT MIGHT OTHERWISE HAVE BEEN AVAILABLE TO THE USER.

THE COMPANY WILL ALSO NOT BE RESPONSIBLE OR LIABLE FOR ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES OR ANY CONTENT. THE COMPANY IS NOT RESPONSIBLE FOR ANY TECHNICAL MALFUNCTION OR OTHER PROBLEMS OF ANY TELEPHONE NETWORK OR SERVICE, COMPUTER SYSTEMS, SERVERS OR PROVIDERS, COMPUTER OR MOBILE PHONE EQUIPMENT, SOFTWARE, OR FAILURE OF EMAIL OR MEDIA PLAYS ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO YOUR OR ANY OTHER PERSON'S COMPUTER, MOBILE PHONE, OR OTHER HARDWARE OR SOFTWARE, RELATED TO OR RESULTING FROM USING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE WEBSITES AND/OR THE SERVICES, INCLUDING ANY LOSS OR DAMAGE TO ANY CONTENT OR THIRD-PARTY APPLICATION, OR TO ANY SOFTWARE OR CONTENT POSTED ON OR THROUGH THE SERVICES OR TRANSMITTED TO USERS, OR ANY INTERACTIONS BETWEEN THE USERS OF THE SERVICES, WHETHER ONLINE OR OFFLINE.

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR USE OF THE SERVICES. YOU ALSO AGREE THAT THE COMPANY HAS NO RESPONSIBILITY OR LIABILITY FOR THE DELETION OF, OR THE FAILURE TO STORE OR TRANSMIT, ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE SERVICES. THE COMPANY MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE COMPANY OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH THE COMPANY'S SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED, OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD-PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENTS, OR OTHER DISASTERS, INCLUDING THIRD-PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH THE SERVICES.

IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, OR REPRESENTATIVES (HEREINAFTER COLLECTIVELY "INTIVA TOKEN, INC.'S PARTIES") BE LIABLE TO YOU, OR ANY OTHER PERSON OR ENTITY FOR ANY AMOUNT GREATER THAN THE FIAT CURRENCY OR THE FIAT CURRENCY EQUIVALENT OF THE VALUE OF THE SUPPORTED CRYPTOCURRENCY PROVIDED IN THE TRANSACTION AT THE TIME THE TRANSACTION TAKES PLACE, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR OTHER LOSSES OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF DATA, OR OTHER INTANGIBLE DAMAGES, THAT MAY RESULT FROM OR RELATE TO: (A) THE ACCURACY, COMPLETENESS, OR CONTENT OF THE WEBSITES, INCLUDING, BUT NOT LIMITED TO ANY INFORMATION ON THE WEBSITES; (B) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY WEBSITES LINKED THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE TO THIS WEBSITE; (C) THE SERVICES FOUND AT THIS WEBSITE OR ANY OTHER WEBSITES LINKED TO THIS WEBSITE; (D) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER; (E) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER; (F) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION, OR OTHER INFORMATION AND DATA STORED THEREIN; (G) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS WEBSITE OR ANY WEBSITES LINKED TO THIS WEBSITE; (H) ANY

VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS WEBSITE OR ANY WEBSITES LINKED TO THIS WEBSITE; (I) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE; (J) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATION FAILURE, THEFT, LACK OF SECURITY IN THE OPERATION OF THE WEBSITES; (K) DESTRUCTION OR UNAUTHORIZED ACCESS TO COMPANY RECORDS, PROGRAMS, OR SERVICES; AND/OR (L) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS WEBSITE OR THE SERVICES FOUND AT THIS WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE COMPANY OR ITS PARTIES TOTAL AGGREGATE LIABILITY, WHETHER IN WARRANTY, CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATED TO THE USE OF, OR INABILITY TO USE THE SERVICES, EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION OR DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THE TERMS, OR YOUR USE OF THIS WEBSITE OR SERVICES.

THE USER ADDITIONALLY ACKNOWLEDGES THAT THE COMPANY AND ITS PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE COMPANY OR ITS PARTIES LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICES AND OPERATORS OF EXTERNAL WEBSITES, AND THAT THE RISK OF THE SERVICES AND EXTERNAL WEBSITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

15. Indemnification and Release of the Company

15.1 – Indemnity. The User agrees to protect, defend, indemnify, and hold harmless the Company, and its officers, directors, employees, agents, and third-party service providers from and against any and all claims, demands, actions, costs, expenses, losses, liabilities, and damages of every kind and nature, including, but not limited to, reasonable attorneys' fees imposed upon or incurred by the Company directly or indirectly arising from or relating to: (a) the User's use of and access to this Website and Services; (b) the User's violation of any provision of the Terms of Service or the policies or agreements which are incorporated herein; (c) the User's violation of any applicable laws, rules, or regulations; (d) the User's willful misconduct; (e) any Content posted through the Services by User that gives rise to claims related to defamation or invasion of privacy; and/or (f) the User's violation of any third-party right, including without limitation any intellectual

property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of the Terms of Service or the User's use of this Website or the Services found on this Website. If the User is obligated to indemnify the Company, the Company will have the right, in our sole discretion, to control any action or proceeding and determine whether we wish to settle it.

15.2 – Release. If you have a dispute with one or more users of the Services, you release the Company, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees, and representatives from any and all claims, demands, and damages (actual or consequential) of every kind and nature arising out of or in any way connected with such disputes.

16. Intellectual Property and Ownership.

16.1 – Protection of Intellectual Property. The Website in its entirety, its domain name, its Contents, and any information or material on it are protected under the relevant copyright, trademark, patent, and other intellectual property laws, unless otherwise specified herein. The Content of the Website includes, but is not limited to, logos, trade names, word marks, design marks, trademarks, designs, text, images, graphics, pictures, information, data, trades, prices, charts, graphs, videos, software, applications, sound files, other files, and the selection and arrangement thereof (hereinafter "Intellectual Property"), all of which is the property of the Company, or our licensors or suppliers.

16.2 – Prior Written Consent. The Users may not use any name (including a product or service name), logo, slogan, image, trademark, or any other intellectual property object used on the Website without prior written consent of the Company. Additionally, the Company's trademarks may not be copied, imitated or used, in whole or in part, including any metatags or other "hidden text" utilizing any trademark or name of the Company.

16.3 – Prohibited. The User shall not appropriate, copy, publicly display, reproduce, modify, make a derivative work, republish, upload, post, transmit, scrape, collect, distribute, or use the Intellectual Property in any form or by any means, no matter manual or automated. The use of any Intellectual Property from the Website, on any other site or network computer environment for any other purpose is strictly prohibited, any such unauthorized use may violate copyright, patent, trademark, and any other applicable laws and could result in criminal or civil penalties. In addition, the look and feel of the Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark, and/or trade dress of the Company and may not be copied, imitated or used, in whole or in part, without prior written consent.

16.4 – Ownership. The access to the Website under no circumstances shall be construed as the acquisition by a User of ownership, title, right, or interest of any kind in or to the Website, its Contents, or any information on or relating to it.

16.5 – Infringement. The Company supports the protection of intellectual property. If you believe the Company’s Website or Services contain material that infringes your intellectual property, please refer to Section 27, for information about submitting a claim.

17. Third-Party Content.

The Website or Services may contain links to third-party internet websites, resources, advertisers, services, special offers, or other events or activities that are not owned or administered by the Company. The Company is not responsible for the contents, material, information, terms and conditions, privacy policies, practices, or services of such third-party websites (hereinafter “Third-Party Content”). The Company does not control, censor, or edit the Third-Party Content, nor does the Company endorse or adopt such Third-Party Content. The Company specifically disclaims any responsibility with regard thereto. By using the Website or Services, you expressly release the Company from any and all liability arising from your use of any third-party website. The access and use of such websites or Third-Party Content is at the User’s own risk. The Company is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings with third-party websites. The Company encourages you to be aware when you leave this Website or the Service, and to review the terms and conditions, privacy policies, and other governing documents of other websites that you may visit.

18. Termination.

The User may terminate this Agreement at any time by deleting any content you have provided to the Company and ceasing to use the Services. The Company may terminate this Agreement at any time, particularly if the User is suspected of violating any provision of the Terms. Upon termination of the Terms for any reason, User shall destroy and remove from all computers, and other storage software, hardware, media, or printed copies of any Intellectual Property owned by the Company that the User acquired via use of the Services. The User’s representations in the Terms and any other provision of this Agreement which by their nature are designed to survive termination shall survive termination or expiration of the Terms.

19. Survival.

All provisions of this Agreement which by their nature extend beyond the expiration or termination of the Terms, including, without limitation, sections pertaining to the suspension or termination of the User’s Account, general use of the Company Website, disputes with the Company, and general provisions, shall survive the termination or expiration of the Terms.

20. Arbitration and Dispute Resolution.

20.1 – Negotiations. If a dispute, disagreement, or claim arises out of the Terms or is related to its execution, termination or rescission of the Terms, both parties agree to try in good faith to settle any dispute, disagreement or claim through negotiation. To expedite resolution and control the cost of any dispute, you and the Company agree to notify each other in writing of any disputes within thirty (30) days of when it arises. Notice to the Company shall be sent to team@intivatoken.com.

If the Company is the claiming party, it will send a message with its claim to User at the address listed in the Company's records, or if no such address has been provided then by email to the email address provided by you in connection with your use of the Services. The message in question shall contain the essentials of the claim and proofs supporting the claim.

The party which has received the claim shall reply to the claiming party within thirty (30) working days upon the receipt of the claim. In absence of reply to the claim within ninety (90) working days since the sending date, or if the Parties have failed to resolve the dispute, the claim shall be resolved through arbitration, unless expressly excluded below.

20.2 – Arbitration. If the dispute, disagreement, or claim cannot be resolved through negotiations, then you and the Company agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes that are expressly excluded below under "Exceptions to Arbitration and Negotiations." The arbitration will be in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes and you and the Company hereby expressly waive trial by jury and right to participate in a class action lawsuit or class-wide arbitration.

The arbitration will be conducted by a single, neutral arbitrator and shall take place in the United States or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award including attorneys' fees when authorized by law, and the arbitral decision may be enforced in any court. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motion on briefs, without oral hearings. The prevailing party in any action or proceeding to enforce this agreement shall be entitled to costs and attorneys' fees.

Any dispute between the parties will be governed by these Terms and with the laws of the State of Texas and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

20.3 – Exceptions to Negotiations and Arbitration. You and the Company agree that the following disputes are not subject to the above provisions concerning negotiations and arbitration: (a) disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, and patents; (b) any dispute related to, or arising from allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If the dispute arises under one of these exceptions then any lawsuit or appeal of an arbitration award between you and the Company is under the exclusive jurisdiction of the state and federal courts in Austin, Texas, United States of America.

20.4 – No Class Action. Whether the dispute is heard in arbitration or in court, you and the Company will not commence against the other a class action, class arbitration, or representative action or proceeding.

21. Entire Agreement.

This Agreement, comprised of these Terms of Service, the Privacy Policy, and any other documentation provided to the User by the Company are incorporated by reference herein, and comprise the entire agreement (hereinafter “Entire Agreement”). The Entire Agreement contains the entire understanding between you and the Company as to the subject matter hereof, and supersedes any and all prior and contemporaneous understandings, discussions, and agreements (including without limitation any prior versions of this Agreement) between you and the Company and cannot be changed or modified by you except as posted on the Website and Services of the Company.

These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with the Company for other Company products or services. In the event of any conflict between these Terms and any other agreement you may have with the Company, these Terms will control unless these Terms specifically identify and declare that other terms should override these Terms.

22. Force Majeure.

If the Company or its third-party service providers are unable to perform the Services outlined in the Terms due to factors beyond their control including, but not limited to, an event of Force Majeure, change of law, or change in sanctions policy the Company or its third-party service providers will not have any responsibility to the User with respect to the Services hereunder and for a time period coincident with the event. The Company and its third-party service providers shall not be liable for each of the following Force Majeure events: (1) blockchain network failure; (2) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; (3) any loss or damage arising from any event beyond the Company’s reasonable control, including, but not limited to, flood, extraordinary weather conditions, earthquake, or other act of God, fire, floods, war, insurrection, riot, labor dispute, accident, action of government, lawful acts of public authorities, communications, power failure or outages, or equipment or software malfunction, security breaches or cyberattacks, criminal acts, market movements or volatility, or any other cause beyond the Company’s reasonable control.

23. Amendments and Modifications.

The Company reserves the right to amend or modify any portion of these Terms at any time by publishing the revised version of the Terms of Service on the Website, or by emailing you the revised Terms. The revised Terms shall be effective immediately upon posting on the Website, or upon dispatching of the email with the revised Terms. The Terms shall be deemed accepted by the User the first time the User uses the Services after the publishing of the revised Terms and shall apply prospectively with respect to any activity initiated after the publishing.

If you do not agree with such amendments or modifications, your sole and exclusive remedy is to terminate your use of the Services and close your Account. You agree that the Company shall not be liable to the User or any third-party as a result of any losses suffered by any amendment or modification of these Terms. Moreover, you agree that the Company shall not be

liable to you or any third-party for any modification or termination of the Services, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth herein.

24. Assignment.

The User may not assign or transfer any of rights, duties, and obligations contained in these Terms without prior written consent of the Company, including by operation of law or in connection with any change of control. The Company may assign or transfer any or all of its rights, duties and obligations contained in these Terms, in whole or in part, without obtaining your consent or approval.

25. Waiver.

The Company's failure or delay in exercising any right, power, privilege, or remedy under these Terms shall not operate as a waiver thereof. The single or partial exercise of any right, power, privilege, or remedy by the Company does not prevent either from exercising any other right, power, privilege, or remedy.

26. Severability.

If any provision of these Terms is determined to be invalid, void, or unenforceable, in whole or in part, by any court of competent jurisdiction, such invalidity, void, or unenforceability only attaches to such provision and shall not affect the validity or enforceability of any other of these Terms, which shall continue in full force and effect.

27. Contact the Company – Feedback, Requests, Concerns, Claims, and Complaints.

27.1 – Feedback. If you have any feedback, contact us at team@intivatoken.com. When you contact us please provide us with your name, email address, Bitcoin or Ethereum address, and any other information we may need to identify you, which may include the Services or Transaction on which you have feedback.

Please note that the Company owns exclusive rights, including all intellectual property rights, to any feedback, suggestions, comments, ideas, or other information or materials regarding the Company or the Services that you provide, whether by email, posting through the Services or otherwise. Any feedback you submit is non-confidential and shall become the sole property of the Company. All feedback, comments, suggestions, ideas, posts, or submissions disclosed, submitted or offered to the Company in connection with the use of the Services or otherwise shall be deemed to have been licensed to the Company on a nonexclusive, worldwide, royalty-free, perpetual basis. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgement or compensation to you. You waive any rights you may have to the Feedback, including any copyrights or moral rights.

27.2 – Requests or Concerns. If you have any questions or concerns please contact us at team@intivatoken.com. When you contact us, please provide us with your name, email address,

Bitcoin or Ethereum address, and any other information we may need to identify you, which may include the Transaction on which you have feedback.

Specifically, if the User has any security concerns about his/her/its Account, login details, password, or other security features being lost, stolen, misappropriated, used without authorization or otherwise compromised, the User is advised to change the password. The User must also contact the Company without undue delay on becoming aware of any loss, theft, misappropriation, or unauthorized use of the Account, login details, password, or other security features. Any undue delay in notifying the Company may not only affect the security of the Account, but may result in the User being liable for any losses as a result. If the User suspects that someone else accessed his/her/its Account, the User should also contact an appropriate government agency and report the incident.

If you believe your Account has been compromised, contact the Company immediately at team@intivatoken.com.

27.3 – Claims.

27.3.1 Intellectual Property Claim. If you would like to submit a Trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or a Copyright claim for material on which you hold a bona fide copyright, please send an email to team@intivatoken.com.

27.3.2 Personal Information Claim. If you believe your Account Information has been compromised, you may report your claim by notifying the Company at team@intivatoken.com.

If you believe your Account was hacked, upon receiving your notice, the Company may freeze the Account making the Services inaccessible. The Company may also investigate the issue further and collect information on the unauthorized events. You may request that the Company forward that information to you for further investigation by your local authorities. However, the Company is not responsible for your personal email account breach.

27.4 – Complaints. If you have a complaint contact us at team@intivatoken.com. When you contact us please provide us with your name, email address, Bitcoin or Ethereum address, and any other information we may need to identify you, which may include the Transaction on which you have a complaint.

If you believe your copyrighted work has been copied without your authorization and is available on or in the Services in a way that may constitute copyright infringement, please send a Digital Millennium Copyright Act (“DMCA”) Complaint to the Company as soon as possible by emailing us at team@intivatoken.com, and make sure to include the following information in accordance with the DMCA: identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; identification of the copyrighted work claimed to have been infringed; your contact information, including your

address, telephone number, and an email address; a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner; and a physical or electronic signature of the copyright owner or a person authorized to act on their behalf. Please note that the complaint will be forwarded to the person who provided the allegedly illegal content. Additionally, we reserve the right to remove Content alleged to be infringing or otherwise illegal without prior notice and at our sole discretion.

If you are a California Users or Resident, under California Civil Code §1789.3, California users of the Services receive the following specific consumer rights notice: “The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210.