

## INTRODUCTION TO THE BOTS AGREEMENT

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1. These terms and conditions (hereinafter the “**Agreement**”) are the legal agreement between **BOTS** (the legal entity BOTS Hungary Kft., registered with the Hungarian Chamber of Commerce with number 01-09-380529, at address 1031 Budapest, Nánási út 39. E. ép. II. em. 926), and **you** (“**the Client**”/“**your**”: any natural or legal person that uses, has used, or has expressed a desire to use the services provided by BOTS).

Our privacy statement (made available here: <https://en.bots.io/legal/privacy-statement>) and cookie statement (made available here: <https://en.bots.io/legal/cookie-statement>) are integral parts of the Agreement, and you agree to read, accept and be bound by them.

## SCOPE OF THE AGREEMENT

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2. The Agreement regulates the use and access to the BOTS mobile application (hereinafter the “**BOTS Platform**”), including, but not limited to, all investment strategies accessible through the BOTS Platform and all associated information or content accessible through, or in conjunction with, the BOTS Platform (hereinafter the “**BOTS Content**”). The Agreement also regulates the intermediary service, as defined in section 9, for the exchange of Clients’ fiat money to the respective cryptocurrency and vice versa that euro2crypto (the on-ramp service of BOTS) and crypto2euro (the off-ramp service of BOTS) provide.
3. The Agreement also applies to any communications between the Clients and BOTS by any means, including, but not limited to, the software which BOTS makes available to the Clients via the BOTS Platform, the BOTS Website, third-party platforms (e.g. electronic mail services), or in-person communications with the Management Board members and employees of BOTS, including temporary staff and agents of BOTS who initiate or establish Business Relationships (hereinafter “**Representatives of BOTS**”).
4. The Agreement relates only to the services provided by BOTS currently as described in section 8. If additional services become accessible through the BOTS Platform, a new legal agreement will be entered into between BOTS and any Clients that wish to use the additional services. The use of the additional services will be regulated by the new legal agreement.

## IMPORTANT NOTICE

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5. By clicking on the checkbox “I agree with the Terms & Conditions”, you are acknowledging that you have read, understand, and accept the Agreement as the single governing document for the legal agreement between you and BOTS. Furthermore, you expressly represent and warrant that you have the legal authority to enter into this Agreement and are in full compliance with the applicable laws and regulations. If you do not agree to the Agreement, you must stop using the services provided by BOTS as described in section 8. It is your responsibility to limit any damage to your investments. You have the right to withdraw your funds from any investment strategy that you are using through the BOTS Platform in accordance with section 22.
6. Please note that you are subject to the following obligations:
  - a) You agree and represent that you will use the services provided by BOTS as described in section 8 in accordance with this Agreement and you will fully perform all your obligations.
  - b) You agree that you will not use the services provided by BOTS as described in section 8 for any criminal or illegal activities.
  - c) You confirm that all information you provide to BOTS is accurate and complete, and agree to keep BOTS updated if any information provided changes.
  - d) You consent to the collection of information and permit BOTS to keep records of such information, which will be stored in accordance with the GDPR. For more details, please read the Privacy Statement of BOTS: <https://en.bots.io/legal/privacy-statement>.
  - e) You also authorize BOTS to make inquiries, whether directly or through third parties, that BOTS considers necessary to verify your identity. When BOTS carries out these inquiries, you acknowledge and agree that your personal information may be disclosed to fraud prevention or financial crime agencies.

## SERVICES PROVIDED BY BOTS

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7. The BOTS Platform allows Clients to invest in cryptocurrencies through the investment strategies accessible on the BOTS Platform. The investment strategies accessible on the BOTS Platform are automated trading strategies which are computer programs designed by traders or developers (hereinafter “**Bot Creators**”) to automatically buy and sell assets based on a set trading strategy and indicators (hereinafter “**bots**”).
8. BOTS offers the following service:
  - a platform for investing in cryptocurrencies through AI investment strategies created by Bot Creators;
  - intermediary service, as defined in section 9, for the exchange of Clients’ fiat money to the respective cryptocurrency and vice versa;
9. The intermediary service for the exchange of Clients’ fiat money to the respective cryptocurrency and vice versa includes arranging and managing the process of deposit and withdrawal assignment orders, as per sections 20-22, and executing the internal administration in that regard.
10. The exchange of Clients’ fiat money to the respective base cryptocurrency of the bot(s) the Client intends to use, and the exchange of Clients’ crypto assets to fiat money, is a service which BOTS does not execute. The execution of this service is outsourced to third party exchange providers, such as:
  - Binance; their terms and conditions are available at <https://www.binance.com/en/terms> and their privacy policy at <https://www.binance.com/en/privacy>;
  - POLONIEX; their terms and conditions are available at <https://poloniex.com/terms/> and their privacy policy at <https://poloniex.com/privacy/>;
  - Knaken; their terms and conditions are available at <https://knaken.nl/voorwaarden> and their privacy policy at <https://knaken.nl/privacyverklaring>.
11. Furthermore, through the BOTS Platform Clients also have the option to be directly connected to EU Internet venture B.V. (trade name: BANXA), a cryptocurrency exchange provider that provides the service of exchange of Clients’ fiat money to the respective cryptocurrency directly; thereby foregoing the intermediary service provided by BOTS. By registering for the Bots Platform and by electing to use the service provided by BANXA, Clients hereby accept BANXA’s terms and conditions and privacy policy, available at <https://banxa.com/terms-of-use-agreement/> and <https://banxa.com/privacy-policy/> respectively.
12. Clients can use the BOTS Platform to ‘self-invest’. Clients are able to decide on their investment policy by choosing bots that they can monitor themselves through the BOTS Platform where they are able to see, wherever possible, the real-time value of their investments with a 5-minute interval. At any given point in time, there can be a small difference in the value of the investment shown in the BOTS Platform and the actual value of the investment.

Furthermore, Clients are able to see a risk classification per bot, prior to the possible activation of the bot, which is based on backtesting and actual data. Clients take all investment decisions themselves. They can do so safely and quickly through the BOTS Platform by granting bot assignment orders as described in sections 17-19.
13. BOTS keeps the crypto assets of Clients for a short amount of time, usually during transactions. Nevertheless, cryptocurrencies do not fall into BOTS’ power in the event of bankruptcy.
14. Clients can transfer and withdraw funds to/from their BOTS Account by using their bank account. They can only transfer in fiat money and withdraw their investment and the result of their investment in the same fiat currency to their own bank account. Clients cannot pledge their cryptocurrencies to third parties.

## FEES

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15. Please note that Clients of BOTS are subject to the following fees for the use of the BOTS Platform:
  - a) Deposit & withdrawal fees: administrative fees to accommodate all deposit & withdrawal flows;
  - b) Transaction/trade fees: platform fees that aim to accommodate the use of the bots through bot assignment orders as described in sections 17-19, ensure liquidity and the successful functioning of the BOTS Platform.

16. BOTS may adjust the fees applicable for the BOTS Platform at any time. Any adjustments to the fees will be published in the BOTS Platform before the adjustment starts. In case the Client disagrees with the adjustment, they can end the relationship with BOTS by stopping any bots that they may be using and closing the BOTS Platform.

## BOT ASSIGNMENT ORDERS

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17. Clients of BOTS can create a BOTS Account in order to gain access to the BOTS Platform and the services provided by BOTS as described in section 8. Please note that by creating a BOTS Account, a Client is granting BOTS the assignment to:
  - a) arrange the use of the bots, the Client chooses to utilize, at the cryptocurrency exchanges;
  - b) carry out administrative management actions related to the use of the bots;(hereinafter “**bot assignment order(s)**”)
18. The granting of a bot assignment order takes place when a Client indicates through the BOTS Platform that they would like to ‘start a bot’, ‘add more funds to a bot’, or ‘stop a bot’. BOTS keeps a digital record of all bot assignment orders that have been granted by its Clients through the chosen bots. However, in order to guarantee the security of the source code and the intellectual property of the Bot Creators, Clients have no insight into information other than the buying and selling moments, and the described strategy.
19. The execution of all bot assignment orders is subject to the following:
  - a) The assignment orders of different Clients may be combined together. In case, a combined assignment is only partially carried out, the result of the investment is distributed among the Clients whose orders have been combined in that case.
  - b) Assignment orders cannot exceed the amount present on a Client’s ‘available funds’ wallet.

## DEPOSIT AND WITHDRAWAL ASSIGNMENT ORDERS

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20. Clients can deposit funds to and withdraw funds from their BOTS Account.
21. The execution of deposit assignment orders of a Client is subject to the following:
  - a) The Client provides all requested information as described in sections 25-26.
  - b) The Client has indicated through the BOTS Platform that they would like to deposit funds into their BOTS Account.
22. The execution of withdrawal assignment orders of a Client is subject to the following:
  - a) The Client has provided all requested information as described in sections 25-26. In case, the Client has not provided part of or the entire information they have been previously requested to provide, BOTS and/or the respective cryptocurrency exchange provider, has the right to postpone the execution of the withdrawal assignment order until all information has been provided by the Client.
  - b) The Client has indicated through the BOTS Platform that they would like to withdraw funds from their BOTS Account.  
In case, a Client does not possess a smartphone anymore, they may write a letter with sufficient information to BOTS indicating they wish to withdraw their funds from the ‘available funds’ wallet.

## CLIENT DUE DILIGENCE MEASURES

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23. In accordance with the applicable legal obligations, BOTS collects and processes the personal data of its Clients. Clients’ conduct on the BOTS Platform is subject to the laws, regulations, and rules of any applicable governmental or regulatory authority, including, without limitation, all applicable tax, anti-money laundering and counter-terrorist financing provisions (hereinafter “**AML regulations**”), such as the Act LIII of 2017 on Preventing and Combating Money Laundering and Terrorist Financing. In that regard, BOTS conducts specific due diligence measures (hereinafter “**DD measures**”) and “know your client” checks (hereinafter “**KYC**”). Furthermore, BOTS shares the legally required personal data of its Clients with its cryptocurrency exchange provider partners when requested according to their AML regulations obligations.

24. Depending on various factors, such as the type of account a Client wishes to create (Private or Corporate), the risk level of the Client, the origin state of the Client, the total value of transactions conducted using the services described in section 8, and any other relevant factors, BOTS applies either high DD measures for 'Private' Accounts, high DD measures for legal persons, or enhanced DD measures. BOTS also applies continuous DD measures to ensure ongoing monitoring of Business Relationships.
25. Depending on the factors applicable to a particular Business Relationship, a Client who is a natural person may be asked to provide one or more of the following data sources:
  - a) First and last name as written in their Passport;
  - b) Email/phone number;
  - c) Residential address;
  - d) Date and Place of Birth;
  - e) A visual image of the face of the Client with a handwritten note with the current date;
  - f) A visual image of the Client's identity document;
  - g) The answers to a series of questions regarding the Client's source of wealth;
  - h) Additional information on the source of funds of Transactions;
  - i) A declaration from the Client the bank account they will use in connection to BOTS' services is their own personal bank account;
  - j) The payment to BOTS from an account opened in the Client's name in a credit institution registered or having a place of business in an EEA Member State
  - k) Additional documents, data, or information that may be necessary to establish a Client's identity and their verification.
26. A Client who is a legal person may be asked to provide the following data sources:
  - a) Number of their Chamber of Commerce registration;
  - b) Statutory name;
  - c) Legal Form;
  - d) Registered address;
  - e) Country of Establishment;
  - f) Legal Entity Identifier and Regulator (if applicable);
  - g) Company situation;
  - h) Identity of UBO(s);
  - i) Answer to a PEP verification question;
  - j) Answer to a Source of Funds and Area of Activity question;
  - k) Representatives;
  - l) Organization chart of the company going up all the way to the natural person owners (UBO(s));
  - m) Chamber of Commerce extract;
  - n) Passport copies of the UBO(s);
  - o) Proof of the powers of representation of the representatives;
  - p) Additional documents, data, or information that may be necessary to establish a Client's identity and their verification.
27. BOTS verifies the identity of Clients in accordance with its Client Due Diligence Policy, Sanctions Screening Policy and Transaction Monitoring Policy. BOTS and/or the cryptocurrency exchange provider partner of BOTS carries out its KYC with the help of professional verification market parties such as SwiftDil. Every Client is obliged to comply with the applicable AML and KYC procedures of BOTS.
28. BOTS conducts in-depth KYC regarding its correspondent relationships, these include relationships between financial companies that have been entered into whereby services are provided by one institution to another, including services such as cash management, money transfers, transit accounts, currency exchange services and securities transactions, including platforms where cryptocurrencies are traded. BOTS only works with cryptocurrency exchanges that have excellent indicators for their AML compliance. The selection of cryptocurrency exchanges that BOTS works with changes periodically according to the KYC that BOTS does independently and together with professional verification market parties.

29. BOTS only supports in-app purchases of pure cryptos; no tokens, ICOs, and no anonymous coins such as Monero and Dash are supported.

## CANCELLATIONS & REFUNDS

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30. Clients acknowledge and agree that any order or transaction once marked as executed or completed cannot be canceled, changed, or reversed.
31. BOTS may, at any time, cancel or deny processing any order, with immediate effect, for any reason, including but not limited to where required to do so by law; where there is a need to do so for the protection of BOTS' reputation; and/or where a suspicion exists that a transaction involves illegal activity including money laundering, terrorist financing, fraud or any crime (financial or otherwise).
32. Clients are entitled to a refund if they are unable or unwilling to fulfill BOTS' DD measures and KYC, including but not limited to, providing BOTS with the requested KYC Documents.
33. Clients are entitled to a refund where an unauthorized or incorrect transaction occurs as a result of BOTS' fault, provided the Client has notified BOTS within 72 hours of its occurrence and the Client have not acted fraudulently, intentionally, or negligently.

## SUITABILITY OF THE SERVICES PROVIDED BY BOTS

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34. The BOTS Platform and the services offered by BOTS are generally appropriate for Clients which are investing independently and without assistance. These are Clients who are aware of economic developments, have an interest in and experience with investing, understand the risks, and are ready to bear the risks financially and emotionally.
35. The BOTS Platform and the services offered by BOTS are not appropriate for some Clients. These are Clients that are unable to bear the risks associated with investing, and/or have a relatively small income and assets, and/or do not understand the risks of investing, and/or cannot invest independently and without assistance.
36. Furthermore, it is not allowed to use the BOTS Platform in order to trade with real cryptocurrencies in the following situations:
- If the country of residence of a potential Client is one in which cryptocurrencies are illegal in general or illegal for that particular potential Client. Furthermore, please note, that if a Client of BOTS moves to the US, they are obliged to sell their investments and close their account.
  - If a potential Client has been placed under administration or guardianship and their administrator or guardian has not given their authorization. In order for a guardian or an administrator to be formally recognized by BOTS, a court appointment order needs to be delivered to BOTS. The order needs to explicitly mention cryptocurrency trading.
  - If a potential Client is a minor and is acting without explicit permission from their parents/guardian.

## LIMITATIONS TO THE SERVICES PROVIDED BY BOTS

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37. Please note that BOTS **is not** registered/licensed as a securities broker-dealer, investment adviser, credit institution, investment service provider, or as any related company/institution with any state securities regulatory authority.
38. Please note that BOTS **does not** offer services related to mining; initial coin offering ("ICOs"); financial instruments; cryptocurrency futures trading, and other crypto-securities or quasi-securities trading that do not come from established banks, securities firms, futures commission merchants ("FCM"), and/or do not come from approved financial institutions and/or who do not comply with all applicable laws.
39. BOTS **does not** offer cryptocurrency to any legal or natural person in exchange for completing specific tasks such as downloading any mobile applications, encouraging other users to download, posting on social networks, etc.
40. BOTS **does not** offer investment advice.

## KEY RISKS OF USING THE SERVICES PROVIDED BY BOTS

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41. The main risk of using the services provided by BOTS as described in section 8 is that the Client could lose part or all of the money which they have deposited into their BOTS Account. Therefore the Client should not trade or invest money that they cannot afford to lose. It is important that the Client fully understand the risks involved before deciding to use the services provided by BOTS.
42. The actual returns and losses experienced by the Client will vary depending on many factors, including, but not limited to, market behavior, market movement, and their trade size. The value of their investments may go up or down. In general, the higher the expected return, the greater the chance of (large) losses.
43. Cryptocurrency is a digital representation of value that functions as a medium of exchange, a unit of account, or a store of value, but it does not have legal tender status. Cryptocurrencies are not generally backed or supported by any government or central bank. Cryptocurrency markets and exchanges are not regulated with the same controls or customer protections available in equity, option, futures, or foreign exchange investing.

## LIMITATION OF LIABILITY

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44. Nothing included in this Agreement shall exclude or limit BOTS' liability when it cannot be excluded or limited under applicable law. However, please note that BOTS is the facilitator of the platform. BOTS is not liable for any of the bots located on the platform. Furthermore, any risks and costs associated with bot assignment orders remain with the Clients that have made them. BOTS will not be liable to the Clients for any potential damage resulting from the use of the bots on the BOTS Platform. Furthermore, the BOTS Platform is provided on an "as is" and "as available" basis and the Client hereby disclaims all warranties, whether express, implied, statutory, or otherwise, specifically all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, this includes all warranties arising from the course of dealing, usage, or trade practice. For the avoidance of any doubt, BOTS does not provide an operational guarantee or a warranty of any kind.
45. Please note that any views expressed by the Representatives of BOTS do not constitute a recommendation that any particular cryptocurrency (or cryptocurrency token/asset/index), portfolio of cryptocurrencies, transaction, or investment strategy is suitable for any specific person. No representation is being made that any investment strategy will or is likely to achieve trading profits or trading losses.
46. The services and information BOTS offers do not constitute investment advice. To the fullest extent of the law, BOTS will not be liable to the Clients or to any other natural or legal person for the quality, accuracy, completeness, reliability, or timeliness of the information provided on the BOTS Platform and Website, newsletter and by any of the Representatives of BOTS or for any direct, indirect, consequential, incidental, special or punitive damages that may arise out of the use of the information BOTS provides to any person or entity (including, but not limited to, lost profits, loss of opportunities, trading losses, and damages that may result from any inaccuracy or incompleteness of this information).
47. Any risk associated with cryptocurrency trading remains with the Clients.
48. Past performance of the investment strategies which Clients can use through the BOTS mobile application is not indicative of future results. It should not be assumed that any future performance of any investment strategy will be profitable or equal to corresponding past performance levels. Any risk associated with using investment strategies offered through the BOTS mobile application remains with the Clients.

## INDEMNIFICATION

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49. The Client hereby agrees to indemnify, defend, and hold BOTS harmless from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of third party claims regarding:
  - a) any injury or damages resulting from the behavior of the Client related to the use of the BOTS Platform; and
  - b) breach by Client of this Agreement or violation of any applicable law, regulation, or order.

## PROCEDURE IN THE EVENT OF DEATH OF CLIENT

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50. In the event of the death of a Client, the heir(s) of the Client will temporarily take the place of the Client as a party to the Agreement.
51. In order for the identity of the heir(s) to be established, the heir(s) must send BOTS a certificate of inheritance or another document that can be used as proof of inheritance. Thereafter, the heir(s) can continue to make transactions until the estate is divided.
52. In the event that the heir(s) would like to keep the BOTS Account after the inheritance is divided, they must conclude a new Agreement with BOTS.
53. In the event that BOTS is unable to determine who the heir(s) of a deceased Client is/are, BOTS will leave the investments of the deceased Client in the BOTS Platform as they are until further notice.

## TERMINATION OF AGREEMENT

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54. The Agreement may be terminated both by the Client and by BOTS. BOTS reserves the right to terminate the Agreement with a two weeks notice for any reason by sending the other party a formal and clear message. Clients can immediately terminate the contract for any reason by sending BOTS a formal and clear message. In some cases, (e.g. in case of doubt) BOTS may ask a Client for a formal letter that indicates that the Client would like to end the Agreement.
55. In the following situations, the Agreement will be terminated immediately, and BOTS will not be obliged to send the Client a letter beforehand that indicates that BOTS would like to terminate the Agreement:
  - a) The Client is insolvent;
  - b) The Client is subject to a statutory debt restructuring plan;
  - c) The Client has applied for suspension of payment obligations;
  - d) The Client has been placed under administration or curatorship;
  - e) The Client is unable to self-invest and the services provided by BOTS are unsuitable for them;
  - f) BOTS is required to do so by law, regulation, competent court order, or other competent authority;
  - g) BOTS considers the Client to be in breach of the provisions contained in the Agreement, or applicable law or regulation or in conflict with BOTS' Client Due Diligence Policy, Sanctions Screening Policy or Transaction Monitoring Policy;
  - h) BOTS reasonably suspects illegal activity including money laundering, terrorist financing, fraud, or any crime (financial or otherwise);
  - i) Any of BOTS' third-party service provider partners deny providing the Client the services provided by BOTS;
  - j) force majeure events, including operational and technical errors occurs; and
  - k) upon BOTS' request, the Client has failed to provide BOTS with information, or the information provided does not meet BOTS' requirements.
56. In case the Agreement is terminated by BOTS on any of the above-mentioned grounds, the Client can withdraw their funds from the BOTS Platform back to their personal bank account in accordance with section 22.

## FILLING A COMPLAINT

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57. If a Client has a complaint, they can submit their complaint to [complaint@revenyou.io](mailto:complaint@revenyou.io). Official complaints can be only submitted by email. The complainant's name and telephone number or email address that is linked to the account have to be included. The email also needs to include detailed information of the complaint. Depending on the complaints' nature BOTS can request more information or screenshots of the complainant's BOTS Account.
58. Once BOTS receives the email from the complainant, an electronic acknowledgment of receipt will be sent to the email address of the complainant to notify that BOTS has received the complaint and is currently working on a resolution. If further information is necessary BOTS will submit a request for it. BOTS aims to resolve the issue within a period of two (2) months from the date of the receipt of the complaint.

59. While BOTS is investigating the Client's complaint, BOTS looks into the subject of the complaint, documentation, and information submitted, and the evidence in the records of BOTS. If further information is necessary, a request will be made to the complainant within the two (2) months time frame. If the complainant waits for more than (5) working days to respond, the two (2) month's time-frame will be extended with the number of days the complainant took to respond. In the unlikely event that BOTS is unable to respond within the time-frame, the Complainant will be informed. BOTS will provide a new time-frame for the Complaint.
60. A complaint will be deemed as resolved or settled when BOTS has sent in writing a Final Response to the Complainant. If the Complainant fails to reply to communication or the Final Response from BOTS within two (2) weeks, BOTS considers the Complaint closed.

## MISCELLANEOUS

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61. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto.
62. BOTS reserves the right to amend this Agreement at any time. If BOTS changes the Agreement in a significant way, Clients will be notified through the BOTS Newsletter (if the Client has provided BOTS with their email address to this end) and post a message on the BOTS Website along with the updated Agreement. By continuing to use the BOTS Platform, Clients acknowledge the most recent version of the Agreement. If the Client does not agree to the Agreement, they must stop using the services provided by BOTS.
63. If BOTS does not enforce (parts of) this Agreement, this cannot be construed as consent or waiver of the right to enforce it at a later moment in time or against another Client.
64. Clients cannot transfer the rights and obligations from this Agreement to third parties.
65. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid provision.

## INTERPRETATIONS AND DEFINITIONS

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66. Unless the context or the expressed provision of this Agreement otherwise requires, headings and subheadings of the Sections and/or provisions contained herein are for convenience and reference purposes only and shall not have any effect on the meaning or construction of any of the provisions hereof.

## GOVERNING LAW

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67. This Agreement shall be exclusively subject to the laws of Hungary. The English version of this Agreement prevails.