



TERMS AND CONDITIONS

What these Terms cover

These Terms of Service ("Terms") set out the conditions under which Instantily LTD (the "Company") offers the use of its investment platform (the "Platform") to Users (Users are referred to in these Terms as "Users," "you," "your"). Please read these Terms carefully. Your use of the Platform indicates your acceptance of an agreement with these Terms. The Platform, managed by the Company, is an electronic software service as managed trading of cryptocurrencies. Users must successfully apply to the Company for an investment account ("Account"), and then log in to their Account, using a password and other account information and depositing, which will be recorded in their Account. Users can then use the Account to place Instructions through the Platform. Access to the Platform is also available offline for Large Instructions by contacting our Support Center.

These terms can change.

The Company reserves the right, at its sole discretion, to vary these Terms, at any time. The Company will endeavor to notify you of such variations [30] days in advance through your Account or via email, and upon such notification, it is your responsibility to review the amended Terms and decide whether to continue using the Platform. You acknowledge that the Company may vary these Terms immediately without notice if it is reasonably necessary to do so for security reasons, to comply with law or regulation, or to protect its legitimate business interests. Your continued use of the Platform, including by giving Instructions or entering Transactions, following the posting of changes (including immediate changes made without notice) will mean that you accept and agree to the changes to these Terms. You agree that all subsequent Instructions given by you and Transactions entered by you will be subject to the Terms then in effect. As long as you comply with these Terms as modified from time to time, the Company grants you a personal, non-exclusive, non-transferable, non-sub licensable, limited right to enter and use the Platform. Your acceptance of these Terms, as amended from time to time, gives the Company a mandate to bring together Users to invest through the Platform according to these Terms as well as perform the functions described herein.

Risk Warning

Holding and trading cryptocurrencies carry a high level of risk and may not be suitable for all investors. Before deciding to hold invest cryptocurrencies, you should carefully consider your objectives, financial situation, needs, and investment experience. The value of cryptocurrencies may rise or fall and will be affected by matters outside of the Company's control.

The User confirms that in using the Platform and holding and investing cryptocurrencies, it fully understands the

following risks:

Volatility Risk:

1. The value of cryptocurrencies may rise or fall. The value of cryptocurrencies is affected by factors outside of the control of the Company.
2. The cost of cryptocurrencies may be affected by new types of cryptocurrencies being created or developed or other forms of digital currencies or similar commodities being developed;
3. Liquidity Risk:
4. cryptocurrencies may not be transferrable for value or accepted for transfer for the amount or payment of goods and services by any third party;
5. System or hardware failure, Unauthorized Access or Fraud Risk:
6. cryptocurrencies, Deposited Currency and/or other data held by the Company on your behalf may be lost if you or the Company or any third party holding the cryptocurrencies on behalf of the Company is subject to System or hardware failure, unauthorized access or a fraud event, and in general you bear the risk of that loss; and

Counterparty risk:

The Company holds cryptocurrencies on your behalf, and you only own a beneficial interest in them. There is a risk that the Company becomes insolvent or subject to losses which may jeopardize its ability to deliver to you some or all of the value of your cryptocurrencies or repay to you Deposited Currency.

Using the Account

1. The Company determines the rights of internet users to register only one account per person. Using multiple accounts is prohibited by the Company as it creates bogus visibility of participation in the partnership program.
2. The client is warned that neither InstanTILY nor any of its employees, may request that the client disclose his/her login or password to access his/her Account.
3. The client is neither entitled to change his/her personal information nor can he/she delete his/her Account.
4. In the event of losing his/her account password, the client has the right to start the procedure of resetting the password free of charge. Having completed the process, a new password will be sent to the client's email.
5. The client should use antivirus software to avoid becoming a victim of hackers.

InstanTILY Partners' Cooperation

1. As part of the partnership program, the Company is obliged to pay a partner up to 10% of each investment made by any client who has been invited by the partner.
2. The client will earn up to 4% of each investment made by their referrals as commission.
3. The client can apply for being an InstanTILY's partner affiliate and use the benefit of earning up to 10% commission per investments made by his/her referred clients.
4. The partner is paid instantly the moment that his referred client invests.
5. The partner will have the right to withdraw his / her bonus or to use it to spend.
6. The partner shall have the right to use the promotional material (banners) that the website provides to acquire customers actively.

User's Obligations and Acknowledgements

The User represents and warrants that:

1. All amounts deposited into its Account (other than through Transactions) come from legal sources which the User owns or otherwise, has the full legal authority to deal with.
2. The User's use of the Platform, provision of Instructions, or entering any Transaction does not infringe the rights of any third party or any applicable law.
3. The User understands that their Account may be frozen at any time at the request of any government authority

investigating a fraud or other suspicious activity;

4. The User will not:

5. Use the Platform to perform any illegal activities of any sort, including, but not limited to, money laundering or terrorist financing;

6. Use the Platform to complete payment of any ransomware, including, but not limited to crypto locker

7. Give any Instruction or enter any Transaction, or do or undertake any other activity, whether or not through the Platform, which would or may negatively affect the performance of the Platform or the reputation of the Company. The User is responsible for any tax liability arising from its holding or Transactions in cryptocurrencies and will indemnify the Company where the Company is obliged to pay tax on behalf of the User in respect of the User's Account or any cryptocurrencies held, or bought or sold by the User.

Termination

A User may close its Account at any time by notification to the Company in the form determined by the Company.

The Company may suspend or terminate a User's Account at any time immediately upon written notice to the User for any reason, including without limitation for (1) attempts to gain unauthorized access to the Platform or another User's Account or providing assistance to others trying to do so; (2) overcoming software security features limiting use of or protecting any content; (3) using the Platform to perform illegal activities such as money laundering, terrorism financing, paying of ransomware, online gambling or other criminal activities; (4) violations of these Terms; (5) failure to pay or fraudulent payment for Transactions; (6) unexpected operational difficulties; or (7) requests by law enforcement or other government agencies; (8) Abusive behavior.

The Company may by notice to Users discontinue or modify the Platform and/or revise or terminate these Terms at any time following these Terms. Users are deemed to have accepted these revisions or termination to the extent that they continue using the Platform.

The Company reserves the right to terminate Accounts that have been inactive for six months or more.

Definitions

In these Terms:

1. Abusive behavior includes the use of abusive or threatening language or tone, whether by email or otherwise.

2. Account means a User's Account maintained by the Company, which allows (among other things) the User to record, trade, receive, and withdraw cryptocurrencies.

3. Account balance means the total cryptocurrencies that appear in the User's Account.

4. Beneficial owner means the person who has a beneficial interest. You are the beneficial owner of the number and type of cryptocurrencies, which are recorded in your Account because the Company is holding those cryptocurrencies on your behalf and for your benefit.

5. Platform means InstanTILY LTD. Website and associated software, which facilitates Instructions and Transactions.

6. Transaction means the depositor withdraws of cryptocurrencies to or from an Account.

7. Force Majeure Event means:

8. Any act, event or occurrence (including without limitation any strike, riot or civil commotion, the act of terrorism, war, industrial action, laws, and regulations of any governmental or supranational bodies or authorities) that, in the Company's opinion, prevents it from maintaining the Platform;

9. Any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure;

10. Any unauthorized access, suspicious activity or other interference in respect of the Platform;

11. The failure of any relevant supplier, financial institution, or agent that, in the Company's opinion, prevents it from maintaining the Platform or otherwise performing its obligations.