

GENERAL TERMS & CONDITIONS

CUSTOMER AGREEMENT

This is a legal contract between Ava Digital Finance Ltd, a registered investment management company in Dublin Ireland and Incorporated under the Companies Acts 2006 of Ireland, herein after known as ("Ava Digital Finance", "us" or "we") and the party/parties (the "Customer", "client" or "you") executing this document. This document together with our Risk Disclosure Statement, Privacy Policy, and Description of Ava Digital Finance Statement, represents the terms with which Ava Digital Finance will do business with Customer. This document sets out the respective rights and obligations of both parties in connection with this service and both parties will accept and be bound by these terms on acceptance of the terms contained herein and on completion of the application and account creation by Customer.

1. TERMS AND HEADINGS

1.1 "Ava Digital Finance" shall, where the context so permits or requires, be deemed to mean Ava Digital Finance Ltd and its assigns;

1.2 "Customer" shall mean the party (or parties) who have agreed to be bound by the terms of this Agreement;

1.3 "Agreement" shall include this agreement and all other agreements and authorizations executed by Customer in connection with the maintenance of Customer's account with Ava Digital Finance. The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

2. INFORMATION ABOUT AVA DIGITAL FINANCE

2.1 Ava Digital Finance is an investment management company that trades digital assets, cryptocurrency and forex to max out profit for investors.

2.2 Ava Digital Finance Ltd is a registered investment management company in Dublin Ireland and is fully licensed and regulated by the IFSC of Belize, as well as the Cyprus Securities and Exchange Commission.

3. CATEGORIZATION

3.1 It is our policy to prioritize all of our clients irrespective of the existence of any categorizations in the client's country of residence.

4. COMMUNICATION

4.1 The principal method of communication between Ava Digital Finance and Customers will be electronically via Ava Digital Finance website, email and on-line trading account.

4.2 However, certain information will be provided generally on our website, and Customer hereby consents to receiving information not addressed personally to customer in that form.

4.3 Customer may also communicate with us via our live chat and email. In the course of our dealings with you, you may communicate with us via our webpage and support email.

4.4 Where communication is made via the website and email, you may communicate with us in any one of the languages which are listed on the website.

4.5 All written communications from us to you will be in the language used to register your account via our website.

5. AUTHORISATION TO TRADE

5.1 Ava Digital Finance is authorised to enter into Forex, trade cryptocurrency and other digital assets for Customer in accordance with Customer 's investment Portfolio.

5.2 On completion of the registering of an account by Customer, Ava Digital Finance advice Customer to use a secure password which is to be used with the chosen user-name of the Customer.

5.3 Ava Digital Finance security systems are designed to ensure that any information provided to and from Customer is securely transmitted. Customer is obligated to keep passwords secret and is solely responsible for ensuring that third parties do not obtain access to the password of their AVA account.

5.4 Customer agrees to be exclusively responsible for any instruction sent or received electronically that is identified with Customer's password and username

6. APPROPRIATENESS OF TRADING

6.1 Ava Digital Finance is to trade money invested by Customer in digital currency, assets and forex to max out profit for Customer with the ROI on the Customer's portfolio without contradicting.

6.2 The crypto market is open 24hours, Ava Digital Finance will trade money invested by Customers everyday to max out profit on every account.

7. COMPLAINTS

7.1 In the event that you have any query and/or concern and/or issue and/or problem and/or reason to feel dissatisfied with any aspect of our service, in the first instance you should contact our customer services team, as the vast majority of issues can be dealt with at this level, via: support@avadigitalfinance.com or www.avadigitalfinance.com

7.2 If our customer services team is unable to resolve the matter or you feel that our service has not met your expectations and you wish to raise this issue as a formal complaint, you must complete a Complaint Form, which is accessible on our website. The completed Complaint Form accompanied by adequate supporting evidence (as necessary) must be submitted to support@avadigitalfinance.com to be recorded as a formal complaint.

7.3 We will provide you with a regular written update on the progress of the investigation of the complaint at intervals of not greater than 7 business days;

7.4 We will attempt to investigate and resolve the complaint within 14 business days of having received the complaint;

7.5 Where the 14 business days have elapsed and the complaint is not resolved, we will inform you of the anticipated time-frame within which we hope to resolve the complaint.

7.6 Once an investigation of the complaint is completed, a Final Response shall be issued to the Client with the investigation's outcome(s) together with any required explanations and any remedy measures the Company intends to take.

7.7 A Complaint will be deemed as resolved or settled where the Company has sent in writing a Final Response to the Client.

7.8 If you do not feel that your complaint has been resolved satisfactorily and remain dissatisfied, we advise that you seek independent legal advice.

8. LIQUIDATION OF ACCOUNT

8.1 In the event of (a) the death of a Customer; (b) the filing of a petition in bankruptcy or the institution of any insolvency or similar proceedings by or against Customer, may take any portion of, the following actions:

- (i) Satisfy any obligation Customer may have to us, either directly or by way of guaranty of suretyship, out of any of Customer's funds or property in Ava Digital Finance's custody or control;
- (ii) Sell any or purchase any or all Currency contracts, securities held or carried for Customer; and
- (iii) Cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Customer.

8.2. In liquidation of Customer's long or short positions, Ava Digital Finance may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a hedge which in Ava Digital Finance's sole judgment may be advisable to protect or reduce existing positions in Customer's account.

9. DISCLOSURE OF CUSTOMER INFORMATION

9.1 Ava Digital Finance will not share or sell information regarding customers and/or prospective customers, except to its employees, agents, and associates as required in the ordinary course of business.

9.2 Ava Digital Finance may also disclose to federal or state regulatory agencies and law enforcement authorities' information regarding Customer and Customer's transactions in response to a request for such information or in response to a court order or subpoena.

9.3 Ava Digital Finance will trade and update digital assets without disclosing Customer's identity.

10. RECORDINGS

10.1 Customer agrees and acknowledges that all conversations regarding Customer's account(s) between Customer and Ava Digital Finance personnel may be electronically recorded with or without the use of an automatic tone warning device.

10.2 Customer further agrees to the use by Ava Digital Finance, of such recordings and transcripts as it deems fit in connection with any dispute or legal proceeding that may arise.

11. TERMINATION

11.1 This Agreement shall continue in effect until termination, and may be terminated by Customer when investment duration elapses.

12. DECLARATION

12.1 By acceptance of this Agreement, Customer hereby declares that the moneys invested in Customer's account with Ava Digital Finance do not originate from drug trafficking, abduction, or any other criminal activity.

13. CONSENT TO ELECTRONIC SIGNATURE

13.1 By electronically signing Ava Digital Finance account agreement and related documents, Customer acknowledges and agrees to be bound by their terms and conditions.

13.2 In addition, by signing Ava Digital Finance account agreement and related documents, Customer is consenting to Ava Digital Finance maintaining and Customer receiving electronic records of Customer's trades and accounts.

14. BINDING EFFECT

14.1 This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Customer at any time opened or reopened with Ava Digital Finance irrespective of any change or changes at any time in the personnel of Ava Digital Finance.

14.2 This Agreement including all authorizations, shall inure to the benefit of Ava Digital Finance it's agents and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Customer and/or the trustees, administrators, legal representatives, successors and assigns of Customer.

14.3 Customer hereby ratifies all transactions with Ava Digital Finance effected prior to the date of this Agreement, and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of this Agreement.

CUSTOMER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE FOREGOING CUSTOMER AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF.