

TRANSFER SERVICES POLICY

Introduction

1. This Summary describes Invity's principles for transferring Bitcoin to or from Users' external wallets, based on their submitted orders, in accordance with Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets, and amending Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937 ("MiCA"), including the requirements applicable to such transfers.
2. This Summary is based on the ESMA Guidelines on policies and procedures relating to investor protection, including clients' rights, in connection with crypto-asset transfer services under MiCA.
3. Capitalised terms used in this document have the meaning given to them in Article 2 (Definitions) of the General Terms and Conditions (the "Terms"), unless expressly stated otherwise.
4. In the event of any inconsistency between the Czech, English or any other language version of this document, the Czech version shall prevail.

Information about Invity

5. Company name: **Invity Finance s.r.o.**

Registered office: **Kundratka 2359/17a, Libeň, 180 00 Praha 8**

Contact email: support@invity.io

Supervisory authority: **Česká národní banka**

Key characteristics of the Bitcoin transfer service

6. Bitcoin transfers are provided exclusively in connection with a Purchase, Regular Purchase, Sale, Exchange or Custody service. **We do not offer standalone Bitcoin transfers between Users or transfers outside the scope of the Services.**
7. Bitcoin transfers take place solely between Invity and its User. Transfers to or from an External Wallet may occur only in the following circumstances:
 - a. Purchase: Bitcoin is transferred from Invity to the User following payment and processing of the relevant Order (where the Purchase is directed to an External Wallet).
 - b. Sale: Bitcoin is transferred from the User to Invity following confirmation and submission of the relevant Order.
 - c. Exchange: the source Bitcoin (held by the User) is transferred from the User to Invity, and the target Bitcoin (held by Invity) is transferred from Invity to the User.
 - d. Custody (incoming transfer): where the User transfers Bitcoin not acquired through a Purchase or Exchange via Invity, such Bitcoin is transferred from the User to Invity for custody.

- e. Custody (outgoing transfer): where the User transfers Bitcoin from custody with Invity to an External Wallet, such Bitcoin is transferred from Invity to the User.

Form and process for initiating Bitcoin transfers

- 8. Invity initiates transfers of Bitcoin to the User as follows:
 - a. Purchase (to an External wallet): The transfer is initiated after payment of the Order and its internal processing.
 - b. Exchange (to an External Wallet): The transfer of the target Bitcoin is initiated after receipt of the source Bitcoin and internal processing of the Order.
 - c. Custody (withdrawal): The transfer is initiated upon receipt and processing of the User's withdrawal instruction from custody.
- 9. The User initiates transfers of Bitcoin to Invity as follows:
 - a. Sale: the User initiates the transfer after confirming the execution of the Order, by sending Bitcoin to the address provided by Invity via the Invity Application.
 - b. Exchange: the User initiates the transfer of the source Bitcoin after confirming the execution of the Order, by sending Bitcoin to the address provided by Invity via the Invity Application.
 - c. Custody (incoming transfer): where the User transfers Bitcoin not acquired through a Purchase or Exchange via Invity, the User initiates the transfer after confirming the relevant instruction, by sending Bitcoin to the address provided by Invity via the Invity Application.
- 10. For a transfer of Bitcoin from Invity to the User to be successfully executed, the User must provide the destination wallet address. The format of the wallet address is verified through automated validation.
- 11. For transfers from the User to Invity, no additional information is required, as the necessary details are already available through the User's account.
- 12. Once a transfer has been initiated, whether by the User or by Invity, it cannot be revoked and is irreversible.

Rejection of a transfer instruction (Rejection of an Order)

- 13. We may refuse to execute a Bitcoin transfer or a transfer instruction in the following circumstances:
 - a. insufficient availability of the relevant crypto-asset on the market to complete a Purchase;
 - b. insufficient Bitcoin balance held in custody with us;
 - c. unavailability of Invity, or an exchange, or any third-party service provider involved in the provision of the Services (for example, due to a system outage or scheduled maintenance);

- d. reasonable suspicion that the Order has been submitted for unlawful or improper purposes (such as fraud, causing harm to another person, or conduct that may undermine the transparency or integrity of the crypto-asset market);
- e. where execution of the Order could adversely affect Invity's reputation or good name, or where rejection of the Order is necessary to comply with a legal or contractual obligation.

Distributed Ledger Technology (DLT) networks supporting Bitcoin transfers

14. Bitcoin transfers are carried out on the following DLT networks:

#	Name	DLT network	FFG
1	Bitcoin (BTC)	Bitcoin	V15WLZJMF
2	Ethereum (ETH)	Ethereum	D5RG2FHH0

Time limits for the execution of Bitcoin transfers

- 15. We seek to execute Bitcoin transfers from Invity to the User as soon as possible following their initiation. The speed of a transfer may vary depending on congestion and activity on the relevant DLT network.
- 16. Bitcoin transfers from Invity to the User are executed no later than five (5) hours from the time of initiation.
- 17. For the purposes of transfer processing, a transfer instruction is deemed to be received by Invity at the moment the relevant Order is executed.
- 18. We do not apply any cut-off times for the receipt of transfer instructions.

Fees

- 19. Transaction fees charged by the relevant DLT network will apply to Bitcoin transfers. In addition, you are required to pay the Fee for each Order in accordance with Section 11 of the General Terms and Conditions.

Software and equipment requirements

- 20. No specialised software or equipment is required to use the Services, including Bitcoin transfers, other than an External Wallet where applicable. The Services are accessible through the Invity Application. The only technical limitations are those imposed by the relevant platform for downloading and running the Invity Application on Android or iOS devices.
- 21. Where, in connection with a Purchase or Exchange, you choose to transfer Bitcoin to an External Wallet, you are responsible for obtaining and maintaining the External Wallet and any related third-party software necessary to facilitate such transfer through the Invity Application. In such cases, the Purchase or Exchange is completed within the Invity Application via a web browser interface.
- 22. Communication between the User and Invity in connection with the Services takes place through the Invity Application interface and by email. The User may contact Invity at support@invity.io.

Provision of information on Bitcoin transfers

23. Information regarding Bitcoin transfers, including their status, is made available through the Inivity Application. The Inivity Application also provides a complete history of Bitcoin transfers between you and Inivity.
24. You will be informed in real time through the Inivity Application of the initiation of a transfer, the status of an initiated transfer, its completion, or any rejection of a transfer (rejection of an Order).
25. We will communicate with you in Czech, English or other language, in accordance with your language preference selected in the Inivity Application. All documents (including, for example, the General Terms and Conditions) will be provided to you in your preferred language for the purpose of obtaining your consent.
26. If we have reasonable grounds to suspect fraud or security threats, or where such fraud or security incidents have occurred, we will inform you via the Inivity Application or, where appropriate, by email (in particular where the relevant event has already occurred). Access to such information is provided only through secure channels and requires login to your User account in the Inivity Application or access to your email account.
27. If a Bitcoin transfer has been initiated through your User account without authorisation or incorrectly (i.e. the Services have been used without authorisation or improperly), you must notify us without undue delay at support@inivity.io. Your notification should include all relevant information concerning the situation and, where appropriate, indicate how you believe we may assist you. **We do not accept liability for unauthorised or improper use of the Services through your User account.**
28. You acknowledge that you do not have a right of withdrawal from the agreement constituted by the General Terms and Conditions where the Services have been fully performed with your prior express consent before the expiry of the 14-day withdrawal period. You expressly consent to the commencement of the provision of the Services immediately following Authorisation and acknowledge that, once the Services have been fully performed, the agreement cannot be withdrawn from. Accordingly, you waive your right of withdrawal in respect of the relevant Services.

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