INTRODUCTION

This document "Terms of Service (TOS)," constitutes an agreement between REMIX.CAPITAL, (hereinafter called "the Company," "we," "our," "us," and/or words of a correlative or similar meaning, which may include but not be limited to all of its agents, assigns, and/or representatives) and the end-user (hereinafter called "the Customer," "user," "you," "your," and/or words of a correlative or similar meaning, which, for the purposes of this agreement means the person(s) identified in REMIX.CAPITAL’s account records as the person responsible for payment of all charges or any other person(s) and/or assigns, which represents that person(s). The Company is a provider of international telecommunications services including the international numbers. This document provides an in-depth description of our limits, warranties, and acceptable use. In the event of ambiguity of between website information and this document, this document, "Terms of Service" dictates. BY SIGNING UP, ENROLLING IN, USING, ENTERING YOUR CREDIT/DEBIT CARD INFORMATION, AND/OR PAYING FOR THE SERVICE(S), YOU AGREE TO THE PRICES, CHARGES, AND THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE PRICES, CHARGES, AND/OR TERMS OF THIS AGREEMENT, DO NOT USE THE SERVICES, AND CANCEL THE SERVICES DURING OUR NORMAL BUSINESS HOURS. We may change the terms of this agreement from time to time, without prior notice to you. Notices of amendment(s) made to this agreement will be considered given and effective on the date that such amendment(s) are posted at REMIX.CAPITAL. Further, the agreement posted shall supersede all previously agreed to electronic and/or written Terms of Service.

ARTICLE 1- SERVICE

1.1 The Company provides both domestic and international local and toll-free phone numbers for use to forward to a designated ring-to destination.

1.2 Service is provided on a month-to-month basis or an annual term, depending on the package you select at the time you place your order. Subsequent terms of this agreement will automatically renew on a calendar monthly/yearly basis (whichever applicable) without further action by you unless you arrange to cancel your Service by calling us and talking with one of our customer service representatives. You are purchasing the Service for full monthly or annual terms (whichever applicable), which means that if you cancel your Service prior to the end of the term, you are still responsible for the full term's charges and any unbilled charges and/or fees to the end of the then-current term, all of which becomes immediately due and payable.

1.3 You acknowledge and understand that the Service provided you by REMIX.CAPITAL is not a traditional telephone service. Accordingly, the Service is subject to different regulatory treatment, which may differ from the regulatory
treatment of traditional telephone services; such difference(s) may limit or otherwise affect your rights before telecom regulating agencies and/or departments and organizations.

1.4 The Company does not guarantee backup data for any voicemail message(s), fax data and/or transmission(s), voicemail greeting(s) or any other data/transmission(s) sent through its systems. It is possible to lose said data, and in such case, said data cannot be recovered; regardless of the circumstances surrounding such a loss, REMIX.CAPITAL shall not be held liable for any loss or harm resulting from your use of these optional services.

1.5 It is strongly recommended that you test the Services upon initial setup and periodically thereafter to ensure the Services are functioning to your satisfaction. Should you fail to properly test the Services as recommended, you do so at your own risk and you shall be the sole party responsible for any loss or damages.

1.6 The Service(s) provided to you by REMIX.CAPITAL stand independent of any third-party carrier(s) and/or other service provider(s) you may be using, or will use, in conjunction with our Service. This agreement applies only to those Services that are owned and managed by REMIX.CAPITAL. In no way does this agreement cancel or amend any existing agreement(s) you may already have in place, or will have, with any third-party carrier and/or service provider(s). Your agreement(s) with any and all third-party carrier(s) and/or other service provider(s) are between you and the third-party carrier(s) and/or other service provider(s). Such agreement(s) are NOT applicable to the Services provided to you by REMIX.CAPITAL. Further, REMIX.CAPITAL shall not be held liable for any action(s), or lack thereof, inadequacies and/or failures of any third-party carrier(s) and/or service provider(s) you use in conjunction with the Service. You agree that you are solely responsible for any and all fee(s) due to any and all third-party carrier(s) and/or other service provider(s) you use in conjunction with our Service.

ARTICLE 2- SUBSCRIBER ACCESS

2.1 Upon setting up your account with REMIX.CAPITAL, REMIX.CAPITAL will assign you a unique password for easy access to your online account at the REMIX.CAPITAL-operated website. Should you elect to do so, you may change your assigned username and/or password by logging on to the REMIX.CAPITAL-operated website.

2.2 It is your responsibility to maintain the security and confidentiality of your account username and password at all times and you are solely responsible for any liability or damages resulting from your failure to maintain that security and confidentiality and for all activities that occur under your username and password. You must notify us immediately if you believe that your online account with REMIX.CAPITAL has been compromised by unauthorized access so that we may assign you a new username and/or password. All username and password resets will be sent only via email.
ARTICLE 3- ACCOUNT OWNERSHIP

3.1 The owner of a REMIX.CAPITAL account is the person named as "Primary" contact in REMIX.CAPITAL's account database. No other person or entity, named or unnamed, shall maintain ownership or rights to the account nor Service(s) provided therein.

3.2 You may not transfer ownership of your REMIX.CAPITAL account, nor the Services provided therein, to any party without the expressed consent of REMIX.CAPITAL.

3.3 In the event of a dispute regarding account ownership, REMIX.CAPITAL shall, in its sole discretion, determine the rightful owner.

ARTICLE 4- DIRECTORY LISTING/ PUBLICATION OF NUMBER(S)

4.1 We do not publish directories of any of the phone numbers owned and managed by REMIX.CAPITAL. Further, we will not assist you in publishing any of the phone number(s), provided you by REMIX.CAPITAL, in any directory.

4.2 It is possible for your phone number(s) to have been listed in a directory and/or on a website(s) or other publications at the request of the previous subscriber of your phone number(s); this factor is beyond our control and we shall not be held liable for any harm or loss resulting from such. If you receive phone calls from a previous subscriber's callers, which is not uncommon, you should contact us immediately to cancel that phone number(s) and select a replacement phone number(s). Please note that you will not receive credit(s) for any such calls, so it is in your best interest to contact us immediately to cancel the phone number(s).

4.3 REMIX.CAPITAL will not reimburse you, in any way, for any cost(s) associated with the publication of your REMIX.CAPITAL phone number(s). You are solely responsible for any costs, fees, damages and/or losses related to the publication of the phone number(s) we provide you.

ARTICLE 5- COLLECT CALL AND OPERATOR SERVICES

5.1 Our Services do not support collect calls or operator services.

ARTICLE 6- RESTRICTIONS ON USE

6.1 You agree to use the Service(s) provided you by REMIX.CAPITAL for legal and legitimate purposes. Unlawful, improper and/or illegitimate use will be defined by REMIX.CAPITAL or, any official government police agency, which notifies REMIX.CAPITAL of your unlawful use of the Service it provides to you.
6.2 You are liable for any and all content transmitted through the Service provided by REMIX.CAPITAL. You are solely liable for the content of any and all transmissions sent through REMIX.CAPITAL systems as a result of your use of the Service, regardless of whether or not such content is solicited or unsolicited.

6.3 You shall not use the Service provided by REMIX.CAPITAL for transmitting obscene, fraudulent, harassing, infringing, libellous, or otherwise unethical content. Further, you shall not use the Service for distributing junk mail, chain letters, "spamming," telephonic solicitations of any kind or nature, or other such communications or content, regardless of whether or not such content is solicited or unsolicited.

6.4 REMIX.CAPITAL reserves the right to restrict termination to certain geographical regions and/or certain special services hotlines at its sole discretion. Additionally, REMIX.CAPITAL reserves the right to refuse service to certain geographical regions at its sole discretion.

6.5 REMIX.CAPITAL may immediately cancel your Service and repossess any and all phone number(s) associated with your account if/when your use of the Service(s) provided to you interfere in any way with REMIX.CAPITAL’s ability to provide Service(s) and products to its other customers.

6.6 Your use of the Service(s) provided by REMIX.CAPITAL subjects you to any and all federal, state, and local laws within the fifty states of the Continental United States of America and/or any and all international laws and regulations.

6.7 Should your use of the Service(s) provided you by REMIX.CAPITAL be deemed of a fraudulent, unethical, or otherwise prohibited nature, by REMIX.CAPITAL, REMIX.CAPITAL reserves the right to immediately close your account, terminate all Service to it, and repossess and re-assign any and all phone number(s) associated with said account, and deem forfeit any remaining balance on your REMIX.CAPITAL account. REMIX.CAPITAL shall not be held liable for any harm or loss you experience as a result of such actions.

6.8 The Services may not be used to support a calling card platform of any kind.

6.9 Foreign carriers and/or regulatory agencies may impose, upon the end-to-end international service they provide, limitations, restrictions and/or cease entirely your ability to use the Service REMIX.CAPITAL provides you at any time, without prior notice. In such case, you must conform to said limitations, restrictions and/or entire cessation of service by the foreign carriers and/or regulatory agencies.

6.10 You are not authorized to charge services provided to you to the phone number(s) assigned to you by REMIX.CAPITAL and you may not request that any third-party service provider charge any such services to any number(s) provided you.
by REMIX.CAPITAL. Any such activity will constitute just cause for REMIX.CAPITAL to immediately cancel your Service and charge your credit/debit card for said charges. REMIX.CAPITAL shall not be held liable for any harm, loss or damages arising from such actions.

6.11 We may temporarily suspend and/or cancel Service to your account if you change your ring-to-destination to a geographical region in which we prohibit termination. In such case, your account and phone number(s) will be disabled until your account is manually reviewed by our staff and/or cancelled entirely.

6.12 You agree to comply with all applicable foreign and domestic laws and rules and regulations regarding the transmission of technical data exported or imported from the country you are calling from to your ring-to-destination country. Further, you agree to hold REMIX.CAPITAL harmless of any damages or liabilities, of any kind, related to your violation of laws of the country you are residing or International laws, rules and/or regulations while you are a customer of REMIX.CAPITAL.

ARTICLE 7- INSTANT ACTIVATION

7.1 If you provide a free email address at sign-up (i.e., Yahoo!, Gmail, Hotmail, Live, etc.) your account will be instantly activated by clicking the link sent to verify your account. You can then start purchasing the numbers using your REMIX.CAPITAL. Although, the process is very simple and fast, it might sometimes take up to 24 hours to activate the accounts. You can contact the support team in case your activation is delayed by any reason.

7.2 You may not begin using the phone number(s) you’ve ordered until such time as your account is approved and activated by us.

ARTICLE 9- REGISTRATION

8.1 When signing up for our Services you agree to furnish a true and accurate representation of your identity and contact information. If you provide false or misleading information, or if we have reason to believe that you have presented false or misleading information, we reserve the right to cancel your account, any Services related to your account, and refuse any and all of your current and future attempts to establish Service with us.

8.2 If you attempt to sign up for an account that is affiliated, in any way, to an account that has been closed by our Legal Department, your request for Service will be denied and you will need to seek services elsewhere.

ARTICLE 9- PRICING, FEES, TAXES AND OTHER CHARGES
9.1 The charge rate mentioned in the website contains all the local taxes and expenses included and you will be paying the allocated REMIX.CAPITAL while purchasing. You agree once the payment has been made, no reimbursement will be made in any currency.

9.2 Should you leave an outstanding balance on your account and later return to re-open the account or establish a new account, REMIX.CAPITAL reserves the right to retain the remaining balance. Once the package is purchased, customer cannot transfer the balance to any new accounts.

9.3 Any fee(s) not listed in this agreement are posted on the REMIX.CAPITAL operated website, under the "Pricing" tab, for your review.

9.4 Pricing information may be found under the "Pricing" tab at: REMIX.CAPITAL. We may increase or decrease our prices from time to time, without prior notice. If notice is given, such notice will be considered given and effective on the date such changes are made to the price schedule and/or posted at the REMIX.CAPITAL website address. The new prices listed there supersede any and all previously agreed to prices.

9.5 You agree that you are solely responsible for ensuring that you maintain an adequate REMIX.CAPITAL account balance. While we may periodically send you email notifications regarding your account's status, we are not obligated to do so. Accordingly, in the event that we attempt to notify you of your account's status and are unsuccessful, you hold REMIX.CAPITAL harmless of any harm or loss resulting from the suspension and/or cancellation of your account and/or repossession and re-assignment of your phone number(s) as a result of the same.

9.6 Monthly subscriptions of the international number will be charged at REMIX.CAPITAL, and it is your responsibility to make sure the account has got the minimum balance before the date of subscriptions renewal. We might send you the notifications about the insufficiency about the account balance before renewal. Should the account be not topped up with the sufficient balance for renewal, REMIX.CAPITAL keeps the right to suspend the number and close it permanently if not renewed within specified time of its expiry. You can still use the calling balance to make international calls even if your number subscriptions expire.

9.7 The monthly/annual minimum subscriptions fee(s) are due each month, regardless of usage. Any unused included minutes can be redeemed either through REMIX.CAPITAL or used next month on rollover basis.

9.8 We will not honour any limiting notations you make on/with your order through REMIX.CAPITAL.

9.9 By default, your account's Payment Settings are set to indicate a minimum "Normal Balance," which is set by default as the total minimum monthly/annual fee(s) due for the phone number(s) you subscribe to. Cancellation of a phone number(s)
will not automatically adjust your account's Payment Settings to reflect the new total minimum monthly/annual fee(s) due. If you decide to cancel a phone number(s) from your account, you must adjust your account's "Normal Balance" to reflect the change; if you fail to do so, your account will continue to be replenished, at minimum, to the "Normal Balance" value in place prior to the cancellation of the phone number(s) you cancelled.

ARTICLE 10- VANITY/CUSTOM PHONE NUMBERS

10.1 If you order a vanity/custom phone number(s) (e.g., 1-800-O-VANITY), we ask that you please allow at least 1-2 business days for processing of your order. If the vanity phone number you have requested is available for purchase, and we secure the phone number(s) for you, we will send you an email notification to that effect.

10.2 You should not publish a vanity/custom phone number(s) you order until such time as we have given you written notice that the phone number(s) you have ordered are activated on your REMIX.CAPITAL account and you have thoroughly tested the phone number(s) to ensure that the functionality of said number(s) suits your needs. If you fail to adhere to this provision, or any other provision of this TOS agreement, you do so at your own risk.

10.3 If your Service is cancelled, for any reason, your previously assigned vanity/custom phone number may be re-assigned, immediately, to another subscriber.

ARTICLE 11- PORTABILITY

11.1 You agree that REMIX.CAPITAL maintains exclusive ownership of the Service(s) it provides to you.

11.2 You agree and understand that REMIX.CAPITAL is unable to influence the outcome of your request to port a number(s) into its systems. Further, REMIX.CAPITAL does not guarantee that your port request will be a success. If your transfer is a success, generally speaking, transfer requests for toll-free phone numbers, porting into our systems, take between 5-10 business days to process - it is important to note that this time frame is largely dependent on the speed with which your current provider responds to our request to port the phone number(s) into our systems. It is not uncommon for a transfer request to take longer than 7-9 business days: however. If your transfer request is unsuccessful, we may notify you of the response we received from your current provider; in such case, you may have the option of resubmitting the request.

11.3 You may port a phone number(s) away from REMIX.CAPITAL provided your account with REMIX.CAPITAL is active, in good standing, all monthly and/or annual dues (including any unbilled charges and/or fees) have been PAID IN FULL, we have received a transfer request from your new carrier requesting to port the phone number(s) you cancelled.

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Email: admin@remix.capital
number(s) away, and the phone number(s) you are requesting to port have each been active on your REMIX.CAPITAL account for at least 90 days. If your REMIX.CAPITAL account does not satisfy ALL of the aforementioned criteria, REMIX.CAPITAL reserves the right to reject your request to port said phone number(s) away from REMIX.CAPITAL and you hereby waive any right to contest the rejection. If the port is successful, we will terminate our Service for that phone number(s); if unsuccessful, for any reason, our Service to the phone number(s) you were attempting to port away from REMIX.CAPITAL will not terminate, and you will continue to be responsible for paying REMIX.CAPITAL all charges and fees for the phone number(s) in question.

11.4 You may port a phone number(s) into our systems provided you are the current owner of the phone number(s) you wish to port, you have an active REMIX.CAPITAL account in good standing, your request to port the phone number(s) has been accepted and approved by the current carrier of said phone number(s), and you have paid the monthly cost(s), upfront, for each of the phone number(s) you wish to port into our system(s).

11.5 A successful port request does not constitute the cancellation of your REMIX.CAPITAL account. If you request to port a phone number(s) away from REMIX.CAPITAL and your request is approved and the phone number(s) released, you will remain responsible for any and all phone number(s) and/or Services you still have with us. You will continue to be responsible for all charges and fees associated with the remaining Services on your account with REMIX.CAPITAL until such time as you cancel your Service with us ENTIRELY.

11.6 By selecting REMIX.CAPITAL as the voice provider for the phone number, you also agree to allow REMIX.CAPITAL to be the SMS provider for that phone number. If you wish for REMIX.CAPITAL to not be the SMS provider for the phone number, please contact our customer support team.

ARTICLE 15 - REFUND POLICY

12.1 REMIX.CAPITAL will, upon your request, issue a refund of the UNUSED portion of your REMIX.CAPITAL account balance less any monthly dues and/or fees and other charges. All refunds must be processed through REMIX.CAPITAL.

12.2 If you request a refund, funds will be refunded only to the same person or organization as named on the account.

12.4 If you make a payment to REMIX.CAPITAL, and REMIX.CAPITAL suspects that you are or have been associated with fraud using our Service, your payment will be deemed forfeit immediately upon receipt. Accordingly, you will not be eligible for a refund of tokens paid to REMIX.CAPITAL. REMIX.CAPITAL shall not be held liable for any harm or loss resulting from such action.
12.5 No credit allowance(s)/refund(s) will be issued, whatsoever, for any of the following, including but not limited to: non-usage, interruption of service, hung call(s), misdialled call(s), or any other activity, which increases your call volume and/or account usage.

12.6 If you do not agree with a charge(s) to your account with respect to your account with REMIX.CAPITAL, you must notify us in writing at admin@remix.capital within thirty (30) days of the disputed transaction, with details substantiating the request. If you fail to notify us, as outlined above, within the time frame specified above, you agree to waive any and all right(s) to contest the transaction(s) in question. In no way does a billing adjustment/refund request constitute just cause for any delay in payment of the full amount due. Should REMIX.CAPITAL find that the billing adjustment/refund request is warranted, REMIX.CAPITAL will issue a credit to your REMIX.CAPITAL account within thirty (30) days of said decision.

ARTICLE 13- CANCELLATION POLICY

13.1 You may cancel your account with REMIX.CAPITAL online or the application if active provided all agreed upon monthly and/or annual or other dues and all outstanding fees have been PAID IN FULL. If you cancel your account prior to the end of the monthly or annual term (if applicable), you will still be responsible for the dues for that term and any other unbilled charges and/or fees, to the end of the term; the sum total of this amount is due immediately and will be charged to your payment method. WE DO NOT ISSUE REFUNDS/CREDITS FOR ANY PARTIAL-MONTH'S SERVICE.

13.2 REMIX.CAPITAL reserves the right to discontinue furnishing Services to you, cancel your account, and/or block your access to our network and online interface, without incurring liability and without prior notice, if you breach any provision of this agreement in any way or if we deem such action necessary to protect us from fraud or otherwise protect our personnel, facilities or services. Without limitation, we may take any and all of the actions listed within this agreement at our sole discretion. Further, we reserve the right to suspend or discontinue service generally, at anytime, without prior notice.

13.3 If your account is cancelled, cancellation will take immediate effect. All Service(s) associated with your account will be immediately disabled and may not be available at a later date/time. Any and all phone number(s) associated with your account will be recycled back into our pool of available phone numbers for other customers to purchase. You will not be able to use any of the facilities and/or Services associated with your account after cancellation.

13.4 REMIX.CAPITAL does not have the ability to schedule cancellation for a future time/date.
13.5 Cancellation may be made by phone only (during our normal business hours). Please click on Contact Us for our contact information.

13.6 Your account is not considered cancelled until such time as you have been provided a Cancellation Confirmation Number. If you have not received a Cancellation Confirmation Number, you should consider your account active.

13.7 You understand that following the cancellation of your service, for any reason, your previously assigned phone number(s) may be re-assigned, immediately, to another customer. Further, you agree that REMIX.CAPITAL shall not be liable for any damages (including but not limited to consequential or special damages) arising out of any such re-assignment and you hereby waive any claims with respect to such re-assignment, whether based on contractual, tort or other grounds, even if REMIX.CAPITAL has been advised of the possibility of damages.

ARTICLE 14- OUR RIGHTS TO LIMIT OR TERMINATE SERVICE OR THIS AGREEMENT

14.1 REMIX.CAPITAL can, without prior notice, limit or terminate the Service(s) it provides to you for this or any other good cause, including but not limited to: (I) if you or any user of your REMIX.CAPITAL account: (a) breach this agreement in any way; (b) provide false or misleading information about your identity; (c) use our service in any way that disrupts our ability to provide Services to our existing customers; (d) use our service in any way that adversely affects our relationship with our vendors and/or our ability to offer Services to our future customers; (e) provide false or misleading credit and/or financial information to us; (f) become insolvent or go bankrupt; (g) are involved, either directly or indirectly, in any official police investigation REMIX.CAPITAL receives notification of; (h) constantly express your dissatisfaction with our Service and hinder, in any way, our ability to remedy any issues you may have with your Service (which may include, but is not limited to: constant phone calls and/or emails to us about the issues you have reported); (i) steal from us; (j) interfere with our operations and/or network quality in any way; (k) refuse to pay when billed for service; (l) refuse to furnish information requested by us or present false or misleading information which is essential for billing purposes or for establishing your creditworthiness; (m) act in a manner that is threatening, harassing, obscene, or otherwise inappropriate and/or abusive towards our representatives; (n) use our services in a fraudulent manner with the intent to deceive; (o) have been given written notice of an outstanding balance owed to us yet your balance remains unpaid for twenty-nine (28) days; (p) were previously served with notice of your breach of this agreement, were allowed to and took corrective action, but thereafter engaged in the same breach activity or a new breach of this agreement; (q) act in a manner that hinders or frustrates any investigation by us or others having legal authority to investigate our legal obligations.
14.2 REMIX.CAPITAL may limit or terminate your Service as a result of any new governmental regulations and policies, whether domestic or international, which it must adhere to.

ARTICLE 15- WARRANTY DISCLAIMER

18.1 REMIX.CAPITAL WILL MAKE ALL REASONABLE EFFORTS, UNDER THE CIRCUMSTANCES, TO MAINTAIN ITS OVERALL NETWORK QUALITY. REMIX.CAPITAL MAKES NO WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, COMPLETENESS, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. ACCORDINGLY, ALL SERVICES OFFERED BY REMIX.CAPITAL ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO CREDIT ALLOWANCES ARE PROVIDED FOR INTERRUPTION OF SERVICE OF ANY KIND. IN NO EVENT SHALL REMIX.CAPITAL BE HELD LIABLE TO YOU NOR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, ACTUAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION TO, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF YOUR CLIENT(S) GOODWILL, ARISING IN ANY MANNER FROM THIS AGREEMENT AND OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER. NEITHER PARTY SHALL BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE OF ANY PARTY OF THIS AGREEMENT, OTHER THAN FOR ANY DELAY OR FAILURE IN AN OBLIGATION TO PAY MONEY, TO THE EXTENT SUCH DELAY OR FAILURE IS CAUSED BY FIRE, FLOOD, EXPLOSION, ACCIDENT, WAR STRIKE, EMBARGO, GOVERNMENTAL REQUIREMENT, CIVIL OR MILITARY AUTHORITY, ACT OF GOD, INABILITY TO SECURE MATERIALS OR LABOR, OR ANY OTHER CAUSES BEYOND THEIR REASONABLE CONTROL. ANY SUCH DELAY OR FAILURE SHALL SUSPEND THIS AGREEMENT UNTIL THE FORCE MAJEURE CEASES AND THE TERM SHALL BE EXTENDED BY THE LENGTH OF THE SUSPENSION. THIS AGREEMENT SUPERCEDES ANY AND ALL PRESENT AND FUTURE AGREEMENTS MADE BETWEEN YOU AND REMIX.CAPITAL WITH RESPECT TO QUALITY, UP-TIME, RELIABILTY, AND GENERAL PERFORMANCE. REMIX.CAPITAL DOES NOT WARRANTY THE RELIABILTY, UP-TIME, QUALITY, AND GENRAL PERFORMANCE OF THE SERIVCE IT PROVIDES TO YOU. FURTHER, REMIX.CAPITAL MAKES NO WARRANTY THAT THE SERVICE(S) IT PROVIDES TO YOU WILL BE UNINTERRUPTED.

ARTICLE 16- PROPRIETARY
16.1 REMIX.CAPITAL maintains exclusive ownership of the service interest and title, including but not limited to all of its trademarks, copyrights and other intellectual property. Additionally, REMIX.CAPITAL maintains sole and exclusive ownership of all telephone numbers and/or fax numbers managed by REMIX.CAPITAL’s system, voicemail services offered through REMIX.CAPITAL, fax services offered through REMIX.CAPITAL and all technologies and software it creates. Any and all rights not expressly stated herein are retained by REMIX.CAPITAL.

16.2 We reserve the right not to disclose our carrier/supplier information to you.

ARTICLE 17 - COMMUNICATIONS

17.1 Notices are given by REMIX.CAPITAL via email, by a general posting on the REMIX.CAPITAL website and/or via telephone. REMIX.CAPITAL reserves the right to determine which method of communication it employs to communicate with you.

17.2 REMIX.CAPITAL will make all reasonable efforts to deliver email notifications to you regarding the status of your account. It is beyond our control if you do not receive the communications, we attempt to deliver to your email address. REMIX.CAPITAL shall not be liable for any harm or loss resulting from the suspension, repossession and/or re-assignment of your assigned phone number(s) and/or cancellation of your account because you did not receive our email communications. Further, we may change or cease entirely all notifications at any time without prior notice.

17.3 You agree to waive your rights under these Terms of Service to receive ten (10) days advance notice of the amount that we will debit from your REMIX.CAPITAL balance on file for your REMIX.CAPITAL account. While we may send you email notices from time to time regarding the billing matters of your account, we are not obligated to do so. We may change or cease entirely our notifications at any time without prior notice.

17.4 When contacting us via email, voicemail, fax and/or postal mail, we ask that you allow at least 24 business hours, from the time we receive your inquiry, to receive a response from us. Occasionally, response times may be greater, depending on the volume of communications we receive from our other customers. All communications we receive are handled in the order in which they were received. If you do not receive a response within 24 business hours, we strongly recommend that you contact us by phone (during our normal business hours) to have your concerns addressed; if you fail to make such contact, in such case, you do so at your own risk and your matter will remain in the queue until it is handled by our support staff.

17.5 When communicating with us via phone you may be asked to verify your account number, the name on file for your account, and the full billing address you provided; if you are unable to verify this very basic information our support staff will
be unable to assist you. We ask that you please call back when you have this information available.

ARTICLE 18- PRIVACY

18.1 In cooperation with any official investigation, we may disclose any and all of the information we maintain on record for your account, to any police agency, legal entity, and/or any other third party, which issues us a subpoena(s), search warrant(s), court order(s), or any other official demand(s) for information we maintain on record for your account. In the event that we receive a subpoena(s), search warrant(s), court order(s), and/or any other official demand(s) for information we maintain on record for your account, we reserve the right to immediately cancel your Service, repossess and re-assign any phone number(s) associated with your account and block your access to our website. REMIX.CAPITAL shall not be held liable for any harm or loss arising from such.

18.2 We may monitor your use of the Service we provide you for violations of this TOS agreement. We may take all necessary actions, we deem fit, if we suspect a breach of this agreement or if think it necessary to protect us from imminent harm or loss.

18.3 During the term of this Agreement, Customer grants the Company a license to use the Customer's name and logo, if applicable, in the Company's promotional material to advertise that the Customer is a client of the Company. The Company agrees that it shall not share, sell, trade, barter, or offer for free the use of the Customer's name, logo, and affiliate data to any other individual, corporation, or entity that is not owned in whole or in part by the Company.

18.4 In an effort to protect our subscribers from credit/debit card fraud, REMIX.CAPITAL actively analyses all new accounts and existing accounts to identify and block individuals suspected of fraud from using our Service now and in the future. We may share this data (including, but not limited to, IP addresses, email addresses, the credit/debit card number(s) used, etc.) with third-party payment processors and/or Law Enforcement agencies in an effort to reduce fraud.

ARTICLE 19- BINDING AGREEMENT

19.1 This is a binding agreement. All parties named herein agree to be bound by the terms of this agreement for the life of this agreement.

19.2 You may not transfer your rights and/or obligations under this agreement without the expressed prior written consent of REMIX.CAPITAL.
ARTICLE 20- HEADINGS OF NO FORCE OR EFFECT

20.1 The headings throughout this agreement are intended for reference only and have no effect or bearing on the meaning of any provision listed herein.

ARTICLE 21- INDEMNIFICATION

21.1 You shall defend, indemnify, and hold harmless REMIX.CAPITAL, its officers, directors, employees, and agents from any breach of this Agreement, use of Customer's account or in connection with the placement or transmission of any message, information, software or other content using the Services. REMIX.CAPITAL shall be defended by attorneys of their choice at Customer's expense.

ARTICLE 22- SEVERABILITY

22.1 Should any parts of this agreement be legally declared invalid or unenforceable, all other parts of this agreement will remain valid and enforceable. In such a case, said invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this agreement.

ARTICLE 23- ADDITIONAL PROVISIONS

23.1 Should a problem/issue arise with the Service you must notify us immediately so that we may remedy, to the best of our ability, the problem/issue you are having with the Service; if we are unable to remedy the problem you are having with the Service you will be offered a replacement phone number(s), at an equal or greater monthly cost. If you opt not to take the replacement phone number(s), you may continue to use the problematic Service at your own risk.

23.2 You are responsible for reviewing the TOS available on the REMIX.CAPITAL website for any amendments to this agreement and/or our rates and/or other amendments to our Service. Your continued use of the Service, after REMIX.CAPITAL’s posting of any amended version of its TOS, rates, and/or modifications to its Service, constitutes your acceptance and agreement with any and all amendments made and such modifications/amendments supersede any previous agreements between you and REMIX.CAPITAL.

23.3 Should you violate any term(s) of this agreement, REMIX.CAPITAL reserves the right to immediately cancel all Service(s) it provides to you.

23.4 You promise that you are of legal age to enter into this agreement and that you fully understand and fully agree with all of its terms and conditions.

24.5 ALL content on this site is copyright protected and may not be reproduced, adopted, or transmitted without the prior written consent of REMIX.CAPITAL.
24.6 This constitutes the entire Terms of Service agreement between the parties named herein and this agreement may only be amended by REMIX.CAPITAL.
TERMS OF SERVICE Related to REMIX TOKEN as a Cryptocurrency

WE ADVISE YOU TO READ THE FOLLOWING TERMS OF SERVICE (HEREINAFTER: “TERMS”) BEFORE CREATING AN ACCOUNT AND/OR USING REMIX APP. (HEREINAFTER: “REMIX.CAPITAL” or “REMIX” or “REMIX APP” or “REMIX TOKEN” or “RMX”) SERVICES. BY ENTERING ONTO THE WEBSITE, CREATING AN ACCOUNT AND USING OUR SERVICES YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF SERVICE. IN CASE YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT ACCESS THIS WEBSITE AND DO NOT USE OUR SERVICES.

*SPECIAL NOTE: SERVICES OF REMIX.CAPITAL ARE INTENDED AND ARE TO BE USED SOLELY BY THE CUSTOMERS / USERS, NATURAL OR LEGAL PERSONS, WHO ARE RESIDENTS, ARE INCORPORATED OR HAVE ITS REAL SEAT IN THE COUNTRY WHERE TRADING VIRTUAL ASSETS IS LEGAL AND NOT PROHIBITED OR RESTRICTED. ONLY SUCH USERS ARE ALLOWED TO MAKE USER ACCOUNT AND BUY, SELL, HOLD, WITHDRAW, TRANSFER, OR OTHERWISE TRADE AT REMIX TOKENS AT THIS TIME. USE OF THESE SERVICES MEANS USER IS AGREEING TO BINDING ARBITRATION AND CLASS ACTION WAIVERS IN REMIX.CAPITAL’S CHOICE OF GOVERNING LAW.

INTRODUCTION AND ACCEPTANCE OF THE TERMS

This legal document sets out the Terms of REMIX.CAPITAL services including but not limited to the use of this our websites, located at https://www.remix.capital, mobile applications, registering for REMIX.CAPITAL account and the services provided by us as described in these Terms (hereinafter: Services), offered by REMIX.CAPITAL and are specified in Section “Description of Services” below.

This legal document is valid and legally binding agreement between you and REMIX.CAPITAL. In addition to these Terms of Service, please also read our Privacy Policy and Cookies Policy. The terms of Service, Privacy Policy and Cookies policy constitute three necessary and binding documents every user must read, accept and follow. The three documents together define the conditions that every user must agree to when using REMIX.CAPITAL services meaning that the use of the Services is conditional upon acceptance of all the three legal documents. Depending on your country of residence, statutory seat or place of incorporation, you may be restricted or prohibited to use some or all the functions of this website. It is your responsibility to follow those rules and the laws of your country of residence and/or country from which you access this website and Services that REMIX.CAPITAL offers. By opening an account, you expressly agree to these Terms of Service, Privacy Policy and Cookies policy, and you represent and guarantee that you are at least 18 years old and have the full legal capacity and an appropriate business capacity to accept these Terms, Privacy Policy and Cookies Policy and enter into a transaction that involves buying, selling, withdrawing, depositing virtual currencies, specified in Section “Description of services”. These Terms apply solely
for the Services specified in these Terms and do not govern any other legal relations between user and REMIX.CAPITAL.

DEFINITIONS
The term “we”, “remix token”, “remix.capital”, “remix app”, “rmx”, “us”, “our” refers to REMIX.CAPITAL.

Depending upon the context, “REMIX.CAPITAL” may also refer to the services, products, website, content or other materials provided by REMIX.CAPITAL.

The term “you”, “user”, “client”, “website visitor” refers to users of our services or website visitors.

The term Buyer refers to anyone buying virtual currency at REMIX.CAPITAL. Seller refers to anyone who sells his virtual currency using REMIX token. Users of the REMIX.CAPITAL platform are normally both, buyers and sellers.

SPECIAL NOTE: RISKS OF TRADING VIRTUAL ASSETS

Any kind of trading of virtual assets and currencies involves significant risk. The value of virtual assets / currencies has high volatility (value can increase and decrease significantly in a very short period of time and at any given moment). Such price fluctuations bring uncertainty. The value of a virtual currency and collapse in demand may be influenced by many factors, including irrational (or rational) bubbles, loss of confidence in the currency, changes in software development, government decisions, creation of a competitive currency, technical problems, political or non-political statements, statements of influencers and news and hacker-attacks. Your virtual assets may be lost by losing your password, private key or other security code. There are also other potential risks that may not be foreseen in these Terms. Virtual currencies have special risks that are not generally shared with the official currencies, because they are not issued by governments, or with commodities or goods that are tangible or registered in the official registry. Virtual currencies are intangible, decentralized, digital assets, backed by technology and trust. No central bank or other institution can take any measures to protect the value of virtual currency. Virtual currencies are autonomous and largely unregulated system of firms and individuals issuing currencies.

The risk of loss in trading, buying, selling or holding virtual assets / currencies can be substantial. You should therefore carefully consider whether trading in virtual assets / currency or any levered or derivative virtual assets is suitable for you in light of your financial condition. Be careful to keep your private keys, passwords, security codes and words for yourself and change them on a regular basis.

REMIX.CAPITAL uses payment providers for transfers of fiat money for rendering exchange services and operating with the fiat money, whereas assisting banks do not, by any means, represent a medium of exchange, transfer, withdrawal, deposit or other transaction in connection to virtual currencies.
REMIX.CAPITAL shall not ask you for any password or private key, nor shall we ask users to transmit any funds, Bitcoins or other virtual currency to our bank account, Bitcoin address, Ethereum address or other addresses, which are not listed on the trading platform. Please do not trust any discount or promotion related information.

REMIX.CAPITAL shall not be responsible for any losses caused by transmitting funds from/to bank accounts, or virtual funds to any addresses that are not listed or given to you on the trading platform.

Take care of always accessing REMIX.CAPITAL website through link https://www.remix.capital. In case of uncertainty or suspicious link given on forums or received by suspicious account, user or website, please contact our support immediately and do not transfer any fiat or virtual money to such suspicious links or accounts. In case of uncertainty, always type the website https://www.remix.capital

DESCRIPTION OF SERVICES AND TRADING LIMITATIONS

The exchange services, operated by REMIX.CAPITAL, allow users to buy, sell and store virtual currencies such as but not limited to: Binance Coin (BNB).

REMIX.CAPITAL uses only BNB as a conversion currency. All prices on the REMIX.CAPITAL platform are shown in BNB. USD or other fiat currencies are currently not possible to use for exchange on REMIX.CAPITAL platform. REMIX.CAPITAL reserves the right to add other conversion currencies in the future. REMIX.CAPITAL also reserves the right to remove any of trading pairs in future. REMIX.CAPITAL offers users to buy virtual currencies with BNB. REMIX.CAPITAL reserves the right to add other means of payment in the future. You may request a withdrawal of your virtual assets of REMIX.CAPITAL through virtual trust wallet and deposit the assets to any chosen platform wallet where REMIX token is listed. The amount of REMIX token which can be withdrawal are not limited to any numbers. You are responsible for paying the commission or gas fees for transferring the assets to multiple platform wallets as per their set rates. REMIX.CAPITAL will make its best endeavour to provide users with the Service in a timely manner and as soon as possible, however there is no guarantees that access will be uninterrupted, or that there will not be any delays, failures, errors, omissions, or other impairments of the system or the loss of the transmitted data. While REMIX.CAPITAL has made every effort to ensure continuity, speed and security of the Services, we are unable to completely foresee and hedge every legal, technological and other possible risk, including but not limited to force majeure, hacker attack, system instability, virus, flaw in third-party services, act of government and other unforeseen risk that may result in service interruption, data loss and other losses and risks.

REMIX.CAPITAL reserves the right to upgrade, improve or enhance security by taking the website out of the service REMIX.CAPITAL shall do so as soon as reasonably possible and shall not be held liable for damage that results from inability of users to make transactions. When
upgrading the website in order to improve user experience or upgrade the website, the website might face a downtime. A downtime may also happen if the high volume of users makes transactions and or use platform at the same time. REMIX.CAPITAL shall not be responsible for the damage resulting from such downtimes. For high volume or abnormal transactions, market interruption and other conditions that are caused by system failure, network failure, distributed denial-of-service (DDoS) and other hacker attacks and other unexpected factors, REMIX.CAPITAL reserves the right to cancel the abnormal transaction results, and rollback all the transactions of a certain period of time.

In accordance with operational and security needs, REMIX.CAPITAL may suspend or restrict part of the Services or start providing additional services. By continuing using the Services, after any changes, additions and deductions of the Services, you continue to agree to the Terms and any other Terms added subsequently. Users will be informed about the changes with an email.

REMIX.CAPITAL has made every effort to ensure the accuracy of the information on the website. The content and information given on the website are subject to change without a notice and are provided for the sole purpose of assisting users to make independent decisions. REMIX.CAPITAL has taken all reasonable measures to ensure the accuracy of the information on the website, however REMIX.CAPITAL does not guarantee the accuracy, suitability, reliability, completeness, performance and/or fitness for purpose of the content of any Services available through the website, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your own inability to access our website, nor shall be responsible for any delay or failure of the transmission or the receipt of any instruction or notifications sent through our platform.

It is the sole liability of users to prepare devices and bear costs for internet connection of their devices and internet accessibility and coverage off the internet provider and mobile carriers.

NOTE that exchanging assets for fiat money or any kind of assets on REMIX.CAPITAL platform are final, meaning that user cannot return the purchased virtual assets back for the purchase price later and redeem the same amount of money that he spent on purchasing. In case user does not wish to hold his assets, he has to exchange it for the desired asset.

DESCRIPTION OF SERVICES AND TRADING LIMITATIONS

CREATING REMIX.CAPITAL ACCOUNT

Registering with REMIX.CAPITAL is a procedure, which every user must complete in order to use REMIX.CAPITAL Services. Simple registration is applied while creating an account through REMIX.CAPITAL website. REMIX.CAPITAL will process your account data you provide when you open REMIX.CAPITAL account, perform transactions on the REMIX.CAPITAL platform, or use other REMIX.CAPITAL Services. This information may include:

Contact information, such as name, home address, email address (which will have to be confirmed), date and place of birth, mobile phone number (which will have to be confirmed by sending you an entry code). Account information, such as username and password. The source of the account data is user who opens an account. The
account opening data will be used and processed for the purposes of performing the services offered through REMIX.CAPITAL wallet such as buying virtual telephone number and making international calls. REMIX.CAPITAL will guide you through the process step by step.

REMIX.CAPITAL will make a thorough due diligence of each user (natural or legal person) according to our internal risk management policy.

LOGIN
When login to our platform, user must first enter your email and password. After that user will receive a code via SMS, that user will need to enter in order to sign in and register (for security reasons, you will receive a new code on your mobile number each time you sign-in to REMIX.CAPITAL). After entering the code, you will see the control panel of user account.

Every registered user have his/her own wallets on REMIX.CAPITAL platform. The wallet reflects actual REMIX.CAPITAL assets and calculated equivalence of BNB at immediate exchange rate. We use the term "wallet" for wallet for virtual coins and tokens. NOTE that REMIX.CAPITAL does not offer users a fiat money account. The wallet shows only the balance of REMIX.CAPITAL and equivalent BNB at immediate the most suitable market rate. The wallet does not serve as a fiat deposit account and user cannot make any transaction of fiat money. However, the wallet does indeed serve as a deposit / withdrawal and storage account for virtual asset.

CLOSING REMIX.CAPITAL ACCOUNT
You may close your account at any time. In case you wish to do so, you will need to move your virtual assets to another wallet first. By deleting your account, additional processing and gas fee may arise for the user.

NOTE: in case of closing your REMIX.CAPITAL account, you do not delete your personal data. More about the deletion of your personal data read in our Privacy Policy.

Even when closing your REMIX.CAPITAL account, you will still be obligated to fulfil your responsibilities on pending transactions. In addition, you are responsible to REMIX.CAPITAL for any fees incurred before the closure. REMIX.CAPITAL may also terminate your account at any time and at our sole discretion, upon notice to you by e-mail or other communication channel. Note that it is in our sole discretion to suspend your access to the Services if it is suspected that you have failed to comply with these Terms, pose an unacceptable fraud or regulatory risk to REMIX.CAPITAL or if you provide any false, incomplete, inaccurate or misleading information.

REMIX.CAPITAL will not be liable to you for any losses incurred in connection with the closure or suspension of your account by REMIX.CAPITAL.

PURCHASES AND WITHDRAWALS
REMIX.CAPITAL can be purchased from any platform REMIX.CAPITAL is listed using BNB coins unless REMIX.CAPITAL offers in any other form of cryptocurrencies. Users can withdraw (transfer) their virtual assets to another wallet or account. All transfers are in sole responsibility of the user. Be careful to always enter the wallet address to which you wish to transfer your virtual assets to.
REMIX.CAPITAL is not responsible for the transferred of your virtual assets outside your REMIX.CAPITAL account.

FEES FOR SERVICES
REMIX.CAPITAL operates on the basis of fees exclusively and shall not issue any invoices.
Fees may be incurred for part of the Services provided by REMIX.CAPITAL to its users. You shall abide by relevant agreements while using such services. REMIX.CAPITAL may change the fee models and structures of such services as the case may be and at any given time. REMIX.CAPITAL may also start charging fees on free services, if there are any. REMIX.CAPITAL shall release an announcement or put up a notice on respective page before the above-mentioned changes or modifications are made and come into force. You shall stop using the service if you disagree on the above-mentioned changes, modifications, fee changes or paid content.
The transaction is made in virtual currency and fee shall be paid in correspondent virtual currency. Unless otherwise stated or agreed, the user agrees that the REMIX.CAPITAL network has the right to deduct the fees for its services directly from the assets of the user account. Fees shall be paid at the time of the completion of each transaction.

ELIGIBILITY FOR SERVICE, PROHIBITION OF THIRD COUNTRY USERS
Services are intended solely for users who are 18 or older and for legal persons.
By accessing or using our Services, you warrant and guarantee that you are at least 18 years old and have the full legal capacity and an appropriate business capacity to
SERVICES OF REMIX.CAPITAL ARE INTENDED AND ARE TO BE USED SOLELY BY THE CUSTOMERS / USERS, NATURAL OR LEGAL PERSONS, WHO ARE RESIDENTS, ARE INCORPORATED OR HAVE ITS REAL SEAT IN THE COUNTRY WHERE TRADING VIRTUAL ASSETS IS LEGAL AND NOT PROHIBITED OR RESTRICTED. ONLY SUCH USERS / CUSTOMERS ARE ALLOWED TO MAKE USER ACCOUNT AND BUY, SELL, HOLD, WITHDRAW, DEPOSIT OR OTHERWISE TRADE AT REMIX.CAPITAL AT THIS TIME.
You also represent and warrant that you are not on any trade or economic sanctions lists, such as the United Nations Security Council Sanctions List, nor restricted or prohibited from engaging in any type of trading platforms by the Hong Kong Monetary Authority, Hong Kong Customs and Excise Department, as well as other administrative law enforcement agencies.

RIGHTS AND LIMITATION TO USE REMIX.CAPITAL WEBSITE AND SERVICES
REMIX.CAPITAL grants you a limited, nonexclusive, non-transferable license, subject to these Terms, to access and use the REMIX.CAPITAL website and Services, solely for approved purposes as permitted by REMIX.CAPITAL.
The Services are protected by the copyright and other intellectual property laws. All rights not expressly granted in these Terms are reserved. This website has the right to inquire, freeze or deduct the items and accounts of the user in according to the requirements of any applicable judicial organizations, administrative organizations.
and military organizations, including but not limited to public security organizations, procuratorial organizations, courts, customs, tax authorities and so on. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the intellectual property without the explicit written consent of REMIX.CAPITAL. Name REMIX.CAPITAL, website www.remix.capital, trademark logotype, images, texts, the content of the website, graphic design, databases, and corporate identity represent the intellectual property of REMIX.CAPITAL. All other brands, product names and company names or trademarks are the property of their respective owners. All the above stated belongs to REMIX.CAPITAL and is its sole property, including all the material rights on the texts, graphics, content, trademarks, databases, etc. created by third party contractors, employees, REMIX.CAPITAL consultants, and other REMIX.CAPITAL partners. By accepting these Terms you agree that all the above stated is protected by copyrights, trademarks or other respective intellectual property rights.

All content provided on this website by REMIX.CAPITAL, including but not limited to information and materials provided in connection with your profiles, questions and answers, requests for information, users’ comments, is your sole responsibility and REMIX.CAPITAL excludes its full responsibility. You agree and acknowledge that you are fully responsible for all the content you provide to us. REMIX.CAPITAL does not guarantee the accuracy, integrity and quality of users’ profiles, content, comments, etc. You agree that REMIX.CAPITAL is not responsible for any loss or damage that your reliance on the mentioned information may have on you. You acknowledge and confirm that you will not use this Website and Services for any purpose that is illegal, unlawful, unethical or inconsistent and/or contrary with these Terms and the purpose for which this website and services were created.

REMIX.CAPITAL reserves the right to investigate all violations of these Terms of Service, threats and unauthorized use of the website and will act accordingly and in a manner that is considered appropriate, including, among other things, reporting on the suspicion of illegal activities to the competent law enforcement authorities, the regulator or other authorized third parties. If necessary and bound by the law, REMIX.CAPITAL will disclose all the relevant information to the above stated authorities, including personal names, emails, IP address, search history, etc. You also acknowledge that you will not perform any activities that would, at our discretion, constitute or represent a disproportionate and excessive burden on our website, exchange and related infrastructure, (that would not in any way interfere with or attempt to interfere with the proper functioning of the website and affect Services, or would try to circumvent our measures to restrict access to the Website and Services whatsoever.

**USER’S OBLIGATION**

Users shall respect and follow these Terms and Privacy Policy, as well as other rules for trading virtual assets. Users are obliged to act truly and transparently while providing the personal information. They should act with a care of a good citizen. Users shall not, by any means, use REMIX.CAPITAL to endanger national security, security of people or disclose state secrets. User shall not violate the national community and the legitimate rights and interests of other citizens, and shall not use
this site to produce, copy and disseminate any information that would serve for the purpose of incitement to resist, undermining the implementation of constitution, laws and administrative regulations, undermining national unity, organizing or financing the attacks on the national sovereignty, institutions, governments and people. If the user violates any laws that apply to him regarding using our Services, or the above stated requirements, REMIX.CAPITAL has the right to take all necessary measures directly, including but not limited to deleting the content posted by the user, cancelling the customer’s account, rating, honour and virtual wealth, pausing or seizing the users account, illegal gains, and even through the form of action to prosecute the user legal responsibility. In such case REMIX.CAPITAL shall inform legal authorities about such user and reserves the right to announce such user publicly in order to ensure safety of other users, other exchanges, people, institutions, governments and states. Users are obliged to immediately provide REMIX.CAPITAL with any changes in personal information.

DISCLOSURES TO THE AUTHORITIES
REMIX.CAPITAL may share or disclose your Personal Information with law enforcement, data protection authorities, government officials, authorized financial institutions and other authorities when it is:

- Required by law.
- Compelled by a court order, or other legal procedure.
- Reasonably believed by REMIX.CAPITAL that disclosure is necessary to prevent physical harm or financial loss.
- Necessary to report suspected illegal activity and disclosure is justified respectively.
- Necessary to investigate violations of our Terms of Service or Privacy Policy.

REMIX.CAPITAL will disclose all the relevant information to the above stated authorities, including personal names, emails, IP address, search history, etc. Any circumstances identified in the user’s transactions that are unusual or suspicious or there are characteristics which point to Money Laundering, Terrorist Financing, or an attempt of the same, REMIX.CAPITAL shall disclose such behaviour of users to the relevant authorities.

For more information, please contact us at: admin@remix.capital

DISCLOSURES TO THE AUTHORITIES
REMIX.CAPITAL may change the service content and/or may also interrupt, suspend or terminate the service and inform users) about such case. REMIX.CAPITAL reserves the right to discontinue or terminate the services provided to you without notice, including in the following cases:

- If the personal information you have provided is not true, inconsistent with the information at the time of registration or later and failed to provide reasonable proof (please remember, according to the laws or regulations you are obliged submit the true information)
- If you violate the relevant laws and regulations or these Terms of Service.
- When required by any law or regulation, as well as the requirements of the competent public and local authorities.
- When security is or could potentially be compromised.
- Other circumstances that invoke necessary measures for legal compliance and safety.

You agree to safeguard the security of your account and the virtual assets within your account. REMIX.CAPITAL reserves the rights to freeze a part or all of your assets, or otherwise restrict you from accessing part or all of the Services, given that the circumstances show that your account is exposed to potential risks according to these Terms, laws, regulations, legal instruments, government requests and other circumstances, for which REMIX.CAPITAL estimates such risk. REMIX.CAPITAL shall “unfreeze” the frozen account when the conditions to do so are met and there is no risk of any kind for REMIX.CAPITAL and the user. REMIX.CAPITAL reserves the right to determine whether to unfreeze partially or wholly when users request to unfreeze. You shall fully understand the request to unfreezing account may not be necessarily accepted, and before unfreezing the account, you shall cooperate with us on identity verification or other relevant requirements and provide, including but not limited to, identity information, identity card, passport, other valid identity documents and other documents or information required by REMIX.CAPITAL.

LIMITATION OF LIABILITY, EXCLUSION OF ANY WARRANTIES AND GUARANTEES

There is no assurance that REMIX.CAPITAL trading market for virtual assets will be orderly and stable. Every user him/her/itself should exercise prudence in trading virtual assets (as well as any other assets). Prices can and do fluctuate on any given moment. Due to such price fluctuations, user may increase or lose value in virtual assets at any given moment. Any virtual asset or trading position may be subject to a large volatility in value and may even become worthless or illiquid. Every user shall bear any losses resulting from the other user or users’ transaction instruction errors (including but not limited to price, quantity and other factors). The user shall bear any loss resulted in his/her own fault or error, including but not limited to unprompted operation or transaction, forgetting or leakage of passwords, cracked passwords or private keys, and/or the invasion of the user’s computer by third person.

In the event of a potential loophole in the trading rules that unjustly enriches the user, we will contact the user to recover the gains. The user must effectively cooperate, otherwise, we will take actions, including, but not limited to restrictions on account transactions, freezing account funds, legal enforcement of the user in a court and other recourse measures. In the event the user does not cooperate, the user will also bear recourse costs.

The information, which REMIX.CAPITAL provides on its website may be inaccurate or have typographical errors and REMIX.CAPITAL shall not be liable for such errors. REMIX.CAPITAL shall also not be liable for any direct, indirect, punitive, incidental, consequential, and other damages or loss of data, profits, goodwill or reputation, personal injury or any other damage resulting from (i) your access and use of this
website or REMIX.CAPITAL Services, (ii) your inability to use the website or Services (iii) any information or content contained on our website, (iv) your information or material provided on our website. The exclusion of liability applies regardless of whether the damage was caused by a breach of contract, liability for damages, negligence, and strict liability or otherwise.

Unless expressly provided in these Terms, REMIX.CAPITAL does not make any representations and excludes any warranties, expressed or implied, to the fullest extent possible under the applicable law regarding the relevance, reliability, availability, timeliness and accuracy of the Services and website information, the content of the website and links to third party websites on our website. Our Services, website, information and content on it, are provided without any warranty of REMIX.CAPITAL of any kind.

REMIX.CAPITAL platform works as a network – a third party platform for “network service provider” and as such does not guarantee that the platform can fully meet the needs of users.

INDEMNITY
To the full extent permitted by the applicable law, you hereby agree to indemnify REMIX.CAPITAL and its partners against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred if direct or not directly arising from your use of our website, your use of the Service or from your violation of these Terms.

JURISDICTION AND APPLICABLE LAW
This Terms of Service shall be governed by and interpreted in accordance with the law of the United Kingdom. In case of a dispute, parties shall solve disputes in an extrajudicial way – users of the Services agree to a mediation procedure according to English law and mediation procedure, before taking the case before the court. Should the dispute not be settled in mediation procedure, then the Essex County court shall have exclusive jurisdiction to solve it.

MISCELLANEOUS
These Terms, including Privacy Policy and Cookie Policy, govern the legal relationship between you and REMIX.CAPITAL regarding the use of our website. In the event that one of the parties does not exercise its right under these Terms, such conduct of the client or user shall not be considered as a waiver of the right or as a waiver of other rights.

REMIX.CAPITAL shall not be liable for failure to fulfil its obligations under these Terms, if such failure is the result of any reason beyond the reasonable control of REMIX.CAPITAL, which includes, inter alia, force majeure, hacker attacks, mechanical, electoral and communication impairments or deterioration.

If any provision of the Terms turns out to be unenforceable or invalid, then that provision shall be limited or eliminated to the minimum extent necessary for the Terms to remain in force.

Users will be able to use the website and Services in the following languages: English, German, French, Italian, Spanish, Polish, Dutch, Slovene, Croatian, Swedish, Portuguese, Danish, Greek, Estonian, Latvian, Lithuanian, Slovak,
Bulgarian, Hungarian and Czech. The main language of the website, Services, Terms of Service, Privacy Policy and Cookies Policy is English. In case of an inconsistency between the translations, English language shall prevail for interpretation.

REMIX.CAPITAL may transfer or assign to third party rights and obligations under the Terms, without your consent. In such case REMIX.CAPITAL shall inform you about the transfer by email or other communication channel.

Terms shall come into effect from the moment you accept the terms by entering REMIX.CAPITAL website / platform and expire when you stop using it or when these Terms expire.

MODIFICATION OF THESE TERMS
REMIX.CAPITAL reserves the right to change and update these Terms of Service within the Website at any time. We will inform users of the changes. It is your responsibility to familiarize yourself with any possible changes. The date of the last Terms is in the document. If you have any questions, please contact us at admin@remix.capital

If these Terms become unacceptable to you or you do not agree to the Terms after modifying them, do not use this site anymore and delete your user account. By using the Website and trading on the exchange, you agree to the Terms of Service as modified.

ARBITRATION
If it has not been possible to resolve a dispute through the dispute process set out in Section 10.2 or (if relevant), via FOS, any dispute exceeding £5,000 (or EUR 5,500 or equivalent in the local fiat currency that is used in your Customer Account) arising out of or in connection with this Agreement, including any question regarding the existence, validity or termination of this Agreement, (a “Dispute”) shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration (“LCIA”), which are deemed to be incorporated by reference into this agreement. The tribunal shall consist of a sole arbitrator, unless the LCIA determines that, in view of all the circumstances of the case, a three-member tribunal is appropriate.

The place and seat of the arbitration shall be London, England. The language to be used in the arbitration proceedings will be English. The decision of the arbitrators will be final, binding and enforceable against you and us, and a judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction. In no event will the arbitrators have the authority to make any award that provides for punitive or exemplary damages. REMIX.CAPITAL will pay all the arbitration fees due to LCIA for any Dispute. If you are legally entitled to recover legal fees in relation to any claim, you may seek to recover those fees from the arbitrator. For any claim where you are seeking relief, REMIX.CAPITAL will not seek to have you pay its legal fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous. The parties agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable. For purposes of this arbitration provision, references to the parties also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and
assigns as well as authorised users or beneficiaries of the REMIX.CAPITAL Services. Nothing in this Section 10.3 (Arbitration) shall be construed as preventing either party from seeking conservatory or similar interim relief in any court of competent jurisdiction. You can find further information about the LCIA using the following details:
Address: The London Court of International Arbitration, 70 Fleet St, London, EC4Y 1EU.
Telephone: 020 7936 6200.
Website: [http://www.lcia.org/](http://www.lcia.org/)
Contact and complaints:
If you would like to contact us regarding Terms of Service, Privacy Policy or Cookies Policy, please contact us at admin@remix.capital. You agree that your feedback may be used to improve and/or modify our website and Services without any limitation or obligation to pay.