

# Terms of Use of BMIX

Please read these Terms of Service. These Rules define the procedure for using the services of the BMIX service. These rules apply to individuals or legal entities using this service.

By using the BMIX service and visiting the website and/or creating a request on the corresponding page, you accept and agree to these Terms, as well as the policies and guidelines in these Rules.

BMIX may make amendments to these Terms at any time by posting revised terms on the website. The amended terms take effect upon their publication on the website.

## 1. About Bitcoin and the BMIX Service

### 1.1 Information about the Bitcoin network

Our service does not independently send or receive money; we only organize interaction with the Bitcoin network under the conditions you specify. Once the Bitcoin network recognizes the information about the transaction you sent, the information is broadcast to other individuals and companies in the Bitcoin network, and the service cannot be used by you to cancel a Bitcoin transaction or return coins.

### 1.2 Bitcoin risks

BMIX has no control over and makes no representations regarding the value of Bitcoin or the security of the Bitcoin network. Remember that the Bitcoin exchange rate can change rapidly, increase or decrease unexpectedly, and may even fall to zero. You acknowledge that using the Bitcoin network involves risk. Furthermore, we do not promise or guarantee any profit from the services we provide; on the contrary, you pay a fee in accordance with the mode of service operation you selected. A Bitcoin transaction may remain unconfirmed for a certain period (usually less than an hour but sometimes up to several days) and may never be completed if it remains in an "unconfirmed" state.

### 1.3 Procedure for working with the BMIX service

The service organizes for you a non-public chain of coin movements from the generated address to the output addresses. The processing time and fees are determined by the guarantee letter signed with our PGP digital signature. For all operations beyond the guarantee letter, such as late sending of Bitcoin to the service address, repeated sending, or delays in confirmation by the Bitcoin network of your transaction, the service is not responsible.

### 1.4 Your passwords and security

This service has no access to your Bitcoin wallets from which you sent or received coins, therefore all responsibility for the use of your wallets lies solely with you.

If you need consultation in a non-standard situation, you can contact our support service through the channels indicated on the main page.

### 1.5 Permissible age of use

You must be at least 18 years old or have the legal age required by applicable law to use our service.

## **1.6 Taxes**

Taxes are your responsibility. You must independently determine whether Bitcoin operations fall under the tax laws of your region.

If applicable, all issues regarding informing tax authorities and paying taxes are solely your responsibility. BMIX bears no responsibility for this and does not provide advice on taxation matters that may arise as a result of your operations.

## **2. Use of the Service**

### **2.1 Privacy Policy**

Please review our Privacy Policy to understand our obligations in maintaining confidentiality. You agree to the collection and use of information as described in the Privacy Policy.

### **2.2 Suspension and termination of service**

We reserve the right to temporarily suspend or terminate access to services at any time at our own discretion, with or without cause, and with or without notice, without liability of any kind. For example, we may suspend or terminate access or use of the service for:

- actual or suspected violation of these Terms,
- use of the service in a way that may expose BMIX to legal liability or disrupt the functioning of the service,
- scheduled or unscheduled maintenance, or in cases of power outages, etc.

### **2.3 Unacceptable use**

You shall not, and shall not encourage or assist any third party to:

- use any unauthorized means to gain access to the service, or use any automated process or service (for example, bot, spider, or periodic caching of information stored or generated by BMIX), as well as distribute instructions or software tools for this purpose;
- modify, alter, distort, or otherwise interfere with the operation of our service;
- interfere with or disrupt servers or networks used by BMIX to provide services;
- disable, overload, or degrade the performance of the service (or any other network connected to the service);
- use this service or website for any activities other than those expressly provided for by these Terms of Use and the Privacy Policy;
- engage in any illegal or fraudulent activity, or use this service for money laundering or terrorism financing purposes;
- participate in phishing schemes, forgery, or any other similar falsification or manipulation;
- send unauthorized spam, pyramid schemes, or any other form of duplicate or unsolicited messages, whether commercial or otherwise.

### **2.4 Service updates**

BMIX may, at its discretion, perform unscheduled deployments of changes, updates, and improvements to the service at any time. We may add or remove features, or discontinue the service and website as a whole.

## **2.5 License and restrictions**

BMIX grants you a personal, non-transferable, non-exclusive license to use the service as provided to you by BMIX. This license is granted subject to and limited by these Rules. In addition, this license is intended for personal and non-commercial use. You may not copy, modify, create derivative works, decompile, or otherwise attempt to extract the source code of the service or any part thereof, except as permitted by applicable law. You may not delegate your rights (or grant a sublicense) to use the service, or otherwise transfer any part of your rights under these Terms. These Rules do not grant you any license or permission to copy, distribute, modify, or otherwise use any application programming interface, notwithstanding any statements to the contrary. No ownership rights or proprietary rights relating to the Service are transferred to you under these Terms. All rights not expressly granted to you are the property of BMIX.

## **3. User**

### **3.1 Responsibility**

You shall:

- bear full responsibility for the nature, quality, and accuracy of user data transmitted to the service;
- promptly review and respond to any notifications and requests related to user data and operations, including any notices sent by our customer support;
- not store or transmit impermissible information, including but not limited to illegal, defamatory, threatening, pornographic, offensive, or otherwise unacceptable materials of any kind or nature containing any content that encourages illegal behavior, constitutes a criminal offense, or infringes intellectual property rights, publicity rights, or the privacy of others, or containing or using software viruses or other harmful or harmless computer codes, files, or programs such as trojans, worms, bots, or spyware that may cause harm, threaten, or harass other persons, organizations, or BMIX.

## **4. Limitation of Liability**

### **4.1 Regional usage restrictions**

We do not permit you to use our service if it conflicts with the laws of the region where you are located, including but not limited to the use of the Bitcoin network.

Since BMIX does not collect information about your geographical location, compliance with regional laws is your responsibility. We bear no liability for this.

### **4.2 Disclaimer of warranties**

YOU USE THIS SERVICE AT YOUR OWN RISK. BMIX PROVIDES THE WEBSITE AND SERVICE "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE". BMIX MAKES NO (AND EXPRESSLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED BY LAW, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES THAT THE SERVICE WILL OPERATE UNINTERRUPTEDLY

OR BE FREE FROM ERRORS OR MALICIOUS COMPONENTS INTRODUCED WITHOUT OUR KNOWLEDGE OR CONSENT BY A THIRD PARTY. WE ARE NOT RESPONSIBLE FOR ANY LOSSES CAUSED TO YOU OR THIRD PARTIES AS A RESULT OF USING THE SERVICE.

WE CANNOT GUARANTEE THAT THE QUALITY OF THE SERVICE IS SATISFACTORY, THAT IT IS SUITABLE FOR PARTICULAR PURPOSES, OR THAT IT DOES NOT INFRINGE ANY RIGHTS. SOME JURISDICTIONS DO NOT ALLOW SUCH EXCLUSIONS. IN SUCH CASES, THESE EXCLUSIONS SHALL APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

#### **4.3 Limitation of liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BMIX OR ITS EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUE, OR REPUTATION) ARISING FROM THE USE OF THIS SERVICE.