

Terms of Use

Last Updated: 09/27/2021

This document acts as the agreed and approved terms of use ("**Terms**") between you ("**Buyer**", "**User**", "**You**") and APIX, a company registered under the laws of the Republic Malta or another company authorized by APIX Ltd. if any (the "**Company**", "**us**" or "**we**").

You accept these Terms when you visit the Company's websites <https://apix.trade> (including all and any subdomains, collectively the "**Website**") and/or use the services of the Company or any other functions and/or technologies offered by the Company through the Websites or any other means (collectively, the "**Services**").

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These Terms are effective upon first accessing the Website or using the Services. If you do not agree with any provision of these Terms, you must immediately stop using the Website or any Services. The content of the Website and its subdomains accessible via hyperlinks on the Website does not form an integral part of these Terms.

If you use the Services on behalf of any organization, you have the right to accept these Terms on behalf of such organization, and such organization will be responsible for any damage

arising from a violation of these Terms by you, any other employee or agent of such person, and a legal entity (in which case, references to "you" in these Terms refer to you and to that person).

Your access to and/or use of the Services is subject to your consent and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Services.

We will notify any changes to these Terms by posting any revised document on the Website and updating the Last Updated box above, or in any other way, we deem appropriate, accordingly.

By accessing the Website and/or using the Services, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you may not access the Website and/or use the Services.

User Qualifications to Use the Website

You represent and warrant that you are at least eighteen (18) years of age and you are legally entitled to use the Internet and services similar to those provided by the Company (by the laws of the Republic of Malta and any applicable jurisdiction in where you reside) and were not entitled to use our service, which was previously suspended or withdrawn by us.

Illegal and Prohibited Uses

You represent and warrant that you will not use the Website and/or the Services for any criminal, illegal, or other prohibited use, including (but not limited to) activities related to money laundering, drug trafficking, human trafficking, trafficking weapons, terrorism, securities, fraud or tax evasion. You represent and warrant that you will not use our Website and/or Services to assist any other party in such illegal activity.

You represent and warrant that you will not in any way use the Website and/or Services to distribute spam, unsolicited messages, or emails of happiness; reverse engineer or otherwise obtain incorrect access to any underlying code of the Website or technical mechanisms; harm the Website and/or the Company by any means, including (but not limited to) through hacking, malware, viruses, illegal credentials, phishing, brute force attacks, the use of SQL or any other malicious interception method, interruption or damage to any information or functions related to the Website. You also agree not to transfer access to your Account (as defined below) or any other rights granted to you by these Terms.

Registration and Account

Use of our Services may require you to create an account with the Company ("**Account**"). You represent and warrant that all information provided when creating such an account is current, complete, and accurate. You agree to promptly notify the Company of any changes to any information that may result in the information provided when you create your Account no longer up to date, complete or accurate.

You also represent and warrant that you understand that upon the Company's request when registering for an Account, you may be asked to confirm your email address in a manner that we deem appropriate. In addition, the Company may ask you for additional information, such as confirmation of your identity, physical address, and source of funds, at any time to use our Website and/or Services.

If you refuse to provide such information or it is determined that you cannot use our Website and/or Service for any reason, you will be denied the provision of the Website and/or Services.

You agree that you will exclusively access and use your Account and you may not transfer the right to use it or disclose any login credentials to a third party without our written consent. You agree to be fully responsible for any activity that occurs using your account, and you cannot transfer this obligation to third parties. You agree to notify the Company if you discover or suspect any security breaches or vulnerabilities associated with the Website or the Services.

Damage caused by vulnerabilities inherent in the Internet or blockchain

You agree that the Company is not responsible for any damage caused by the interception, loss, or alteration of any information sent over the Internet. Although the Company will take reasonable steps to maintain the security and confidentiality of any information transmitted during your use of our Services and/or the Website, such information will in no way be considered "confidential" or its disclosure to third parties, accidental or otherwise, cause liability to the Company, even if this happened as a result of our negligence.

The company takes all reasonable precautions to prevent and mitigate attacks. However, these problems may arise for reasons beyond our control. If the Company believes that its Website or any Services located on the Website have been compromised or attacked, the Company reserves the right to immediately stop all Services provided through the Website and/or [https:// apix .trade](https://apix.trade). If it is determined that such an attack has caused a threat that could cause damage to the Website and/or Services or other users, the Company may immediately cease all activities related to the Website and/or Services at its sole discretion.

The decision regarding deposits, withdrawals, account balances, Services, or other disputes related to them will be resolved on an individual basis. The company does not make any representations and does not guarantee the safety of the Website and is not responsible for lost value or stolen property, despite missing or overlooked technical issues.

APIX is not responsible for any damages that occur due to interruption of third-party API data (crypto exchanges), errors, or erroneous data. All communications between APIX users and exchanges go through the exchanges API. All data sent by exchanges to APIX via the API is believed to be adequate and accurate, therefore our system relies on this data for every action. If this data turns out to be incomplete or erroneous, we will not be able to prevent it in any way.

The company does not provide legal, financial, or other professional advice

In no case, the provision by us of the Services and/or information, data, or documents posted on the Site should not be considered as legal, financial, or any other type of specialized or expert advice from which the User can receive damage that entails liability to the Company.

By using the Website and the Services, you represent and warrant that you have sought legal, financial, or other specialized advice from a specialist qualified to provide such advice, or that you have sufficient knowledge and experience to assess the risks and benefits associated with the blockchain. ...

We make no warranties as to the suitability of our Services and do not assume any fiduciary obligations to you. You represent and warrant that you understand that any recommendations or comments made by the Company, its employees, or other users are to be considered as general in nature and you should use your judgment or seek expert advice before taking any- or action, regardless of such a statement. We make no warranties as to the accuracy or completeness of any such statement.

License

The Company grants you a limited, non-exclusive, non-transferable license ("**License**") to access and use our Website and Services. This License is governed by these Terms. Any other use of the Services and the Website not expressly permitted by these Terms is prohibited.

All other rights are expressly reserved by the Company and our licensors, including the rights to any content or functionality presented on the Website or Services. "APIX TRADE", the Websites, all logos associated with the Services or displayed on the Website are trademarks or registered marks of the Company or its affiliates. You will not distribute, claim ownership, license, disassemble, reverse engineer, modify, incorporate into any other works or websites, or otherwise use any such content or functionality without the prior written consent of the Company.

Termination

We may terminate or suspend Your License without notice or liability for any reason, including (but not limited to) if you violate the Terms.

Nothing in these terms or any other communication or action by the Company or our employees, agents, or representatives should be construed as a waiver of any remedy available for any event that triggered the termination. All provisions of the Terms, which by their nature should remain in effect after termination, remain in effect after termination, including (but not limited to) clauses of ownership, disclaimer or limitation of liability or liability, and indemnification.

Copyright for messages in connection with our services The

User agrees that any materials, information, or messages transmitted between the User and the Company in any form and by any means are not confidential and will become the exclusive property of the Company. The Company will own all intellectual property rights in such messages or materials and may use or distribute them in a completely unrestricted manner for any lawful purpose, commercial or otherwise, without notice or compensation to you. You hereby waive your right to legal action or compensation for alleged damage caused by using this information as permitted by law.

Compensation

You agree to indemnify the Company, its representatives, affiliates, employees, and service providers from liability, hold them free from any claims or claims permitted by law arising from or related to the use of the Services, including, but not limited to, any violation By you of these Terms or in violation of any law, rule or third party rights. You agree to pay any legal fees or other costs incurred by the Company or any other persons who are compensated as a result of your actions.

Disclaimer of Warranties

The Company does not guarantee any level of performance or continued uninterrupted availability of our Services. We do not guarantee the accuracy of any information presented on the Site. We hereby disclaim all warranties and warranties that are not expressly stated in these Terms.

Applicable law The

validity, interpretation, interpretation, and execution of this policy and all actions and operations by these rights and obligations of the parties to this agreement shall be governed by, interpreted, and interpreted by the laws of the Republic of Malta. These Terms, the Terms of Sale of Tokens, and the Privacy Policy constitute a single set of rules governing the relationship between the Buyer and the Company. You cannot accept it in part, this set of rules must be accepted in full. In the event of any conflict between these Terms, the Privacy Policy, and the Token Sale Terms, the Token Sale Terms shall prevail.

Arbitration

Except for any dispute, claim, lawsuit, action, cause, claim, or legal proceeding (collectively referred to as "**Disputes**") in which either Party seeks to bring an individual claim to small claims tribunals or seeks an injunction or other remedy for fair use of intellectual property, including but not limited to copyrights, trademarks, trade names, logos, trade secrets or patents, for alleged illegal activities, you and the Company waive your rights to any Disputes arising from or related to them with them, any Disputes will be resolved in court. Instead, you and the company will consider the dispute through binding arbitration (which is the submission of a dispute to one or more persons, which is mandated to consider the dispute and make a final and binding decision to resolve the dispute).

The prohibition of collective arbitration, class action, or representative claims

Any dispute arising out of these Terms and Conditions, or related to them, is personal to you and the Company and will be resolved solely through individual arbitration and will not be construed as a class arbitration, class action, or any other type of representative proceeding. As a representative of another person or group of persons is not allowed. In addition, a dispute may not be initiated in the form of a class or other representative action, either in the framework of arbitration or outside of it, or on behalf of any other person or group of persons. As permitted by applicable law, all Disputes arising from this agreement or subsequent agreements arising from it shall be resolved and finally resolved by the laws of the Republics of Malta in the competent court at the place of registration of the Company.

Enforcement

Any part of these Terms that must remain in effect after the termination of your License or any other agreement hereby agrees to do so. If any provision of these Terms is found to be illegal, invalid, or otherwise invalid for any reason, that provision will be deleted and the remaining provisions of these Terms will remain unchanged and enforceable.

Integration

Our failure to exercise or enforce any rights or provisions of these Terms does not constitute a waiver of those rights or provisions. These Terms constitute the entire agreement between the User and the Company, including any future changes to these Terms, superseding any previous agreements or messages between you and us. Any ambiguity in these Terms shall be interpreted in the light that is most beneficial to the Company.

Natural disasters

The Company's actions by these Terms are exempt from liability if the failure to perform such work is caused by actions beyond its reasonable control. This includes (but is not limited to) natural disasters, acts of any government, war or civil unrest, severe weather, fire, natural disasters, political embargoes, terrorism, power or equipment failure, industrial or labor disputes or disagreements, acts of fraud by any third parties or in case of blockchain failures.

Policy change

The Company may change these Terms at any time and in its sole discretion by posting an updated version on the Website. The updated version takes effect from the moment of publication. It is your responsibility to check for updates regularly.

Feedback

If you have any questions about these Terms, please contact us at:

support@apix.trade

Telegram: [@apixtrade](https://t.me/apixtrade)

