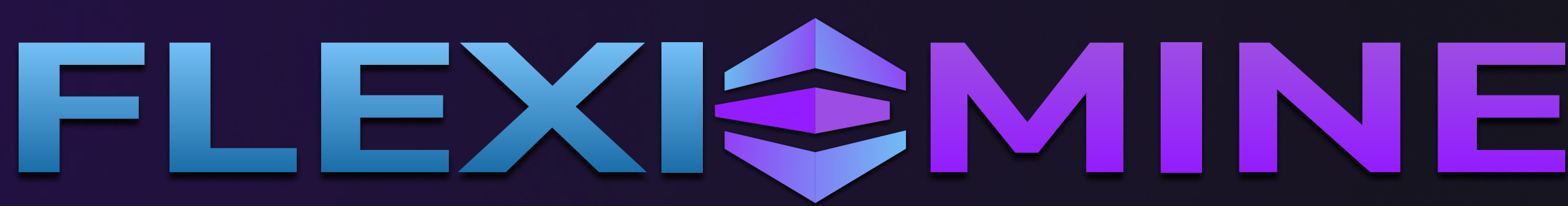


Terms of Use



Last updated: 23rd October 2023

1. Introduction

Welcome to FlexiMine! These Terms of Use govern your access to and use of the FlexiMine platform and any related services provided by FlexiMine Token (FXM). By accessing and using the FlexiMine platform, you agree to comply with and be bound by these terms. If you do not agree with these terms, you must refrain from accessing or using FlexiMine.

These terms of use, along with the Privacy Policy and Cookies Policy available on the FlexiMine platform, constitute your legal agreement between you and FlexiMine Token (FXM). You agree not to assign any rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations under these Terms in our sole discretion, including in connection with subcontractors, acquisitions, sales, or mergers.

If any paragraphs or clauses contained in these Terms become unenforceable or invalid, this will not affect the applicability of any other parts of these terms or the validity of this entire policy.

2. Acceptance of Terms

By accessing the FlexiMine platform, you acknowledge that you have read, understood, and agree to abide by these Terms. These Terms may be changed at any time, as indicated by the "Last Updated" date. By continuing to use the FlexiMine platform after the updated terms of use, you inherently agree to the modifications of these terms.

3. Project Description and Company Identity

FlexiMine is a cutting-edge cryptocurrency mining platform that offers users the opportunity to mine various cryptocurrencies through flexible mining contracts. Our platform's operations and innovative utility are facilitated by our native token, FlexiMine Token (FXM), which is an ERC-20 token developed on the Ethereum Blockchain.

FlexiMine is developed and operated by FlexiMine Inc., a registered company headquartered at [Your Company Address]. Please note that the location of the FlexiMine Token (FXM) company does not represent the physical location of our mining facilities, which are strategically located for optimal mining efficiency. Therefore, the company and the mining facilities should not be considered as the same entity.

4. Definitions

FlexiMine: Refers to the cryptocurrency mining platform developed with the objective as defined by its creators.

FlexiMine Inc.: The company behind FlexiMine Token (FXM).

FlexiMine Token (FXM): Refers to the digital cryptocurrency token associated with the FlexiMine platform.

Users or You: Refers to any individual or entity that uses, interacts with, or purchases FlexiMine Token (FXM) or utilizes the FlexiMine platform.

5. Intellectual Property Rights

a. By accessing the FlexiMine platform, you are granted a limited, non-sublicensable license to access and use our services and token subject to the clauses in these terms.

b. You acknowledge that all information and media, including logos, trademarks, text, and graphics, are protected by intellectual property laws, and you cannot exercise any rights in regards to these without our written permission.

c. Modification of our products or services and the creation of derivatives associated with them are prohibited without our written permission.

d. You will not attempt to derive financial gains from the distribution, sharing, or promotion of our services and any content related to provide our services to users. If you voluntarily provide us with suggestions or feedback or endorse/promote our token and services on your personal social accounts or external websites, you do so without expecting compensation or ownership.

6. Eligibility

You must be at least 18 years old to use the FlexiMine platform. By using FlexiMine Token (FXM), you confirm that you are of legal age in your jurisdiction. We do not intend to market our services to anyone underage. If a minor engages with FlexiMine Token (FXM) and purchases FlexiMine Token (FXM), it is considered that they do so with the support and consent of their parent or guardian, and we are not responsible for their activities.

Disclaimers Regarding Mining Infrastructure Ownership

FlexiMine does not claim ownership of the mining farms or companies providing mining facilities. Instead, we rent these facilities to provide our services to users. Therefore, anyone purchasing and/or staking FlexiMine Token (FXM) agrees to be bound by the following statements:

a. By purchasing and/or staking FlexiMine Token (FXM), you acknowledge and understand that you are not acquiring rights, ownership, or stakes in the mining infrastructure, equipment, or any other physical assets related to the FlexiMine project.

b. Users are entitled only to a percentage of the revenue generated from mining, as described on our website, and have no rights, claims, or entitlements to the mining infrastructure, operations, or decision-making processes related to mining operations.

c. FlexiMine reserves the right, at its sole discretion, to upgrade, modify, or decommission any part of the mining infrastructure under its usage without any obligation to notify users or seek their approval.

7. Cryptocurrency Risks

a. **Investment Risk:** Investing in cryptocurrencies, including FlexiMine Token (FXM), carries inherent risks. Prices can be highly volatile, and you may lose all or part of your investment. We do not provide investment advice, and you are solely responsible for your investment decisions.

b. **Security:** You are responsible for maintaining the security of your wallet and private keys. FlexiMine is not liable for any losses or damages resulting from your failure to secure your assets properly.

c. **Regulatory Compliance:** Cryptocurrency regulations vary by jurisdiction. It is your responsibility to comply with the laws and regulations in your area regarding cryptocurrency use.

d. **No Guarantees:** FlexiMine makes no guarantees or warranties about the value, stability, or future performance of FlexiMine Token (FXM) tokens.

e. **Claim of Tokens:** Claiming FlexiMine Token (FXM) tokens after the end of the presale can only be done with the same wallet from which they were purchased in the presale. In the event of losing access to or compromising the wallet, you agree that FlexiMine is not responsible for your loss, nor can we allow you to claim tokens from a different wallet, as we do not undergo KYC procedures during the presale. The only exception is if the transaction has been completed via [Your Payment Processor], in which case you will need to contact us to verify your identity.

8. Limitation of Liability

FlexiMine, its developers, employees, and associated entities will not be held liable for any damages, losses, or expenses resulting from your use or inability to use the FlexiMine platform or from any unauthorized access to or use of our servers and/or any information stored therein. The FlexiMine platform is provided "as is" and "as available" without any warranties, expressed or implied, for any particular purpose.

Although we strive to offer a secure and reliable service, we cannot guarantee that the FlexiMine platform will always be secure, timely, and free of bugs. There might be situations in which some or all services might be suspended for a limited time due to technical or maintenance issues. We may also change or suspend parts of the services at our sole discretion.

9. Third-Party Content

The FlexiMine platform might, at times, display content and/or links that lead to third-party websites. You agree that we are not responsible for any activity developed by any third-party websites, affiliates, or companies and that you should inform yourself about their own terms of use and privacy policies before accessing their services.

10. Governing Law

These Terms are governed by the laws of [Your Jurisdiction], without regard to its conflict of law principles. You represent and warrant that you are not: (a) located in, under the control of, or a national or resident of any country where cryptocurrencies are not legally available to trade; or (b) placed on any government list that restricts such activities. You further represent and warrant that you will not use the FlexiMine platform if the laws of your country prohibit you from doing so in accordance with these Terms.

11. Contact Information

If you have any questions or concerns regarding these Terms or the FlexiMine platform, you can contact us at info@fleximine.io

By using the FlexiMine platform, you acknowledge that you have read and understood these Terms of Service and agree to be bound by them. These Terms, along with the Privacy and Cookies policy, constitute the entire agreement between you and FlexiMine Token (FXM) regarding your use of the platform.

