

# MIXSTOREONLINE

TERMS AND CONDITIONS





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## User Agreement

#### In This User Agreement:

"Account" means an account for processing a request, including company, business, or personnel processing.

"Customer / Client" means a client who uses the services of MIXSTOREONLINE

"UNISOL SLOVAKIA", "MIXSTOREONLINE", "we", "our", "company", or "us" means UNISOL SLOVAKIA s.r.o. (46,832,343) and associated brand name services own by director of this company, which are merge together as part of innovative long-term cooperation.

"Intellectual property rights" refers to all intellectual property rights, including but not limited to:

- **I.** copyrights, patents, registered designs, trademarks, and any right to maintain the confidentiality of confidential information; a
- **II.** whether or not these privileges are listed and whether they are currently under any applicable laws.

"MIXSTOREONLINE" means the provision of services to the general public on the basis of a valid pricelist of services.

"User", "you", or "they" means any entity or person who uses or actively uses the services provided through our website

"User Agreement", "Framework Agreement" or "Customer Agreement" means:

- **I.** Contract concluded with the user or customer of services:
- **II.** any other provisions that have been recognized by **MIXSTOREONLINE** with the customer, even to the extent not in conflict with the user agreement, the general terms and conditions of the company and the principles of personal data protection;

"Web Interface", "Website", "Online Shop" or "Store" represents all related information operated by MIXSTOREONLINE and all connected provided services, tools or applications registered in accordance with the managing director of UNISOL SLOVAKIA s.r.o.

"Administrator", "Provider" or "Commsioner" means person responsible for price inqury or customer support provided via online services

### 1. Summary

By using the website, you acknowledge and agree to the following terms and conditions provided by which include "UNISOL SLOVAKIA" which include "MIXSTOREONLINE" online service as part of the innovative development solution within our business group.

The contract with the user can be changed or partially modified only after several consultations, or if it is necessary to adjust the general terms and conditions and personal data protection, which are fully available on our website. Following contract can be also process by making online registration and creating your own personal account with us to use our online services.

Available services which are relevant to our innovative development business group are provided by UNISOL SLOVAKIA s.r.o. ("UNISOL SLOVAKIA"), with its registered office at Horné Pršany27, Horné Pršany, 974 05 Banská Bystrica, Slovak Republic.

The website is exclusively intended for visitors, where users have the opportunity to obtain information about the services provided, which are operated by "MIXSTOREONLINE" or "UNISOL SLOVAKIA" or alternatively you are allow to use contact detail via our website if you wish to talk to us directly.

### 2. Scope

By using and using our web interface provided by "MIXSTOREONLINE" or "UNISOL SLOVAKIA", it is necessary for you to be properly acquainted with the general terms and conditions, including personal data protection and all other associated regulation terms published by our company.

All general conditions that are in accordance with the principles of personal data protection as well as the provisions of "MIXSTOREONLINE" or "UNISOL SLOVAKIA" as well as in connection with the principles of using our company's website. By using our company's web interface, you also agree to the terms and conditions that have been established and the subject of legal action proceedings.

The services, information and all products we have made available to the general public for their specific purpose are equally protected by the terms and conditions and services which include all online service as part of the innovative business development run by our company.

### 3. Eligibility

You will refrain from using "UNISOL SLOVAKIA" Website and online service at "MIXSTOREONLINE" in fact if you:

- I. barred form legally binding contracts; or
- **II.** a person forbidden from receiving services under the rules of European Union or other appropriate jurisdiction; or
- III. are banned from using the MIXSTOREONLINE services and website; or
- IV. we have provide restricted access for limited time; or
- V. our general terms or policies command different procedure way; or
- VI. there is a policy breach and legal action is taken place

The account owner is accountable for all entirety performance including action linked with that account or services used for sole trade purpose. We might refuse to accept an individual or business entity as a User at our sole discretion, if we suppose that account holder information are misleading or have not been complete in appropriate way or are not complying with our latest policies regulation.

### 4. Using MIXSTOREONLINE

While using the web interface "MIXSTOREONLINE" or services provided by "UNISOL SLOVAKIA" than you agree to express your specific consent to have:

- I. Disclose content or information that has harmed our company name; or
- II. They did not spread inappropriate connections, including vulgarities; or
- **III.** Violate the general conditions or legal legislation of our company; or
- **IV.** Fully respect all laws, rules and rights of third parties business associated with us and their principles; or
- **V.** Neglect payments for services provided to you by using our online services including our community; or
- **VI.** Introduce our company to the service change or typographical error provided; or
- **VII.** Avoid, circumvent or otherwise manipulate the fee and billing payment system structure with all our services; or
- **VIII.** Work with false, inaccurate, misleading, defamatory or offensive content; or
- **IX.** Ignore the billing process and all fees owed to our company; or

- **X.** Work with false, inaccurate, misleading, defamatory or offensive content; or
- **XI.** Distribute or publish spam, unsolicited or mass electronic communications, chain letters or pyramid schemes; or
- XII. Distribute viruses or other technologies that may harm our company name UNISOL SLOVAKIA, including website or the interests or property of UNISOL SLOVAKIA s.r.o. (including their intellectual property rights, privacy and publicity rights) or are illegal, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, or otherwise likely to harass or incite or hate one specific person; or
- XIII. Try to modify, translate, modify, decompile, disassemble or reverse engineer the software programs we use in connection with the UNISOL SLOVAKIA web interface and all our brand services linked to it which involve our innovative business development we offer to public now; or
- XIV. Copy, modify or distribute the rights or content of the UNISOL SLOVAKIA or copyright and protective provisions of all other relevant UNISOL SLOVAKIA brand names and services too; or
- **XV.** Manage services, store or otherwise collect user information, including email addresses and other data managed by appointed representative who represent **UNISOL SLOVAKIA**

### 5. Intellectual Property Rights infringement

It is our policy to respond to clear notices of alleged infringement of intellectual property rights. Our Copyright Infringement Policy is designed to make it as easy as possible for us to notify of alleged infringement, while reducing the number of notices we receive, which can be fraudulent, or difficult to verify but also very hard to understand.

If you believe that your intellectual property rights have been infringed, please feel free to notify us at **office@unisol-slovakia.sk** or alternatively here at **salenow@mixstoreonline.co.uk** and we will investigate or sell them to another appropriate jurisdiction for possible investigation.

#### 6. Business uses of our Services

If you use "MIXSTOREONLINE" services of our innovative business development company call "UNISOL SLOVAKIA" and you act as representative on behalf of company you work for or as a legal person, then you express your personal consent and acceptance to all following conditions and terms which they apply equaly.

The following conditions will be harmless and will compensate "MIXSTOREONLINE" which include all our business brand name associated with company representative who legally represent "UNISOL SLOVAKIA s.r.o." and its affiliates, directors, agents and employees before any claim, action or proceeding arising out of or in connection with the use of the services or any breach of these general terms, including any liability or expenses arising out of claims for damages, lawsuits, judgments, litigation costs and lawyers' fees.

### 7. Right To Review

Correspondence published on our company's web interface can be downloaded or accessed and tested if necessary for service innovation. The following permissions are specifically reserved only for the administration, which is associated with the management, data flow control and verification process to compare functionality level and distribution for public use. Any files which are published or available for download are still part of "UNISOL SLOVAKIA" copyright legacy as it is mention in our general terms regulations.

We reserve the right to use all uploaded files, programs and websites related to the use and administration of the web interface, web hosting or server administration for the purpose of fraud investigation, including for the purposes of our company's corporate risk management and for relatively related purposes.

#### 8. Limits & Fraud Prevention

Payments gateways and payments for services provided must be paid on the exchanging spot, when delivering materials or providing services to the customer, or by using third party verified online business payment gateway in order to minimize disagreements about the completed financial transactions. An alternative security method of payment can also be considered cash, invoicing with immediate payment or a smartpay system that is linked to financial management system of our business account.

If we find that all the amounts you have deposited are the result of a fake transaction (eg using an unauthorized credit card transaction), than it will be declined immediately and we will refused to deliver goods you have order from us. If the following amount has already been assigned to the services provided and its unauthorized use is proven, then the customer is obliged to reimburse us for all damages, losses and fees associated with these transactions. If you refuse, we will suspend your account and may take appropriate action against you or your company, which you represent under the legal action and applicable laws of the particular country jurisdiction where our own business is based, or file a motion to have the financial transaction reviewed by a special appointed official who is certified by financial conduct of authority.

Based on continuous monitoring of online accounts and data, it is possible to partially limit, restrict or otherwise suspend transactions via our own website interface if:

- I. It is shown that there may be a significant level of threat to you, your special profile or any other data provided or all of your accounts that are managed by you as individual; **or**
- **II.** We believe that there is a money threat that may be resulting in the rejection of funds by the relevant financial institutions; **or**
- **III.** We believe that the money will be sent to a different person or different account holder rather than yourself; **or**
- **IV.** We believe that you are sending funds to countries where we do not provide services; **or**
- **V.** We must be taking legal action against you to fulfill all mandatory requirement given to us by the financial conduct authority;

Furthermore, our business brand "MIXSTOREONLINE" comply with all latest policies and regulation provided by "UNISOL SLOVAKIA" but it also reserves the right to take all necessary and appropriate measures that would be in conflict with our general terms and conditions or applicable laws of the particular jurisdiction where the business is operating right now.

### 9. Right To Refuse Service

Our company has the right to cancel your account without any prior notice as well as the following reasons for to break, infringe, or transgress "MIXSTOREONLINE" or "UNISOL SLOVAKIA" general terms, regulation policies or any other conditions:

- I. If we conclude that you are in breach of our terms and conditions or are not acting in accordance with the legal procedures arising from this contract; or
- II. If you have violated the business or other legal regulation provided to you from our company or in fact you have been extremely disrespecting our business legislation; or
- III. If you have infringed someone's intellectual property rights or otherwise damaged the person name, business brand name or any other services provide by our company to yourself; or
- **IV.** If you engage in fraudulent, misleading or otherwise misleading activities that would harm us, effect our customers relation or they may have impact to our company business; or
- **V.** We are therefore obliged to immediately make the remedy that is implied and established by law action; or
- **VI.** You may have a risk for us in the business dealings of the services provided; or
- **VII.** You have suffered a repeated loss for us or you have inadequate access to the company's business conditions; or
- **VIII.** The fact of risky trading is demonstrated or another user is exposed to risky trading; or
- **IX.** For other reasons your actions and intentions were not read and had an insincere nature of trading; or
- X. You can cause us disbelief in the accuracy or authority of trying to discredit our business brand name to grant claims and benefits of your rival representing the same objective

If we decide to cancel your personal account for the following reasons arising out of this Agreement, you will be required to pay and settle all your outstanding fees, disputes, and settle your account in full within the specified period. We also reserve the right to take legal action towards you if any of the above regulation were not fairly respected, in fact, you consent to be bound by our company latest term and condition which include any other additional policy documentation too.

Each other regulation who grant permission or clearly inform you about how to comply with all our services or web interface as well is a part of declaration process towards our innovative business development and must be fully respected in every way or alternatively, we will refrain you from using our services or web interface too.

### 10. Disputes With Us

In the event was a dispute has arisen from using the services provided to yourself, which for any reason, we strongly recommend that you will contact us in writing to our company business address.

When dealing with disputes, it is necessary to precisely specify your problem, including providing a reasonable explanation in your personal notification you wish to forward to our company. Disputes usually arise due to misunderstandings or ignorance of the company's business legal terms and conditions, which is why we will be happy to help you in this regard if you can provide us with all the required information, including your personal notification so we can correctly resolve following a dispute.

All disputes that you have raised against us or that you have submitted a proposal for their own investigation are valid in accordance with "MIXSTOREONLINE" and all the additional business conditions provided to you by our company "UNISOL SLOVAKIA"

We will endeavour to do our best to provide you with adequate solutions in every way, but the inability or ignorance of our terms and conditions in connection with their actual violation by the customer does not waive our right to act in connection with the law of the relevant jurisdiction.

"MIXSTOREONLINE" services and web interface is part of the one representative solution for a company called "UNISOL SLOVAKIA" and in no circumstances shall not be liable for any disputes which have arisen or have arisen as a result of negligent acquaintance with the legal business terms and conditions of the company, which are available to the customer.

Furthermore, "MIXSTOREONLINE" or "UNISOL SLOVAKIA" does not bear any responsibility for damages caused by third parties or persons who are not part of them or have not been legally authorized to act on behalf of the company and therefore it is not possible to claim any compensation for use, action, offers or performance of our company services, namely also as part of their special provision on our web interface.

#### 11. Privacy

Your privacy, including the protection of personal data, is our highest priority. Any use of your personal data is in accordance with the legislation and required legal regulations of the relevant country jurisdiction where our business is operating.

Our company further undertakes to use personal data in accordance with our privacy policy, which is set out in the separate documentation. If you do not agree with these rules you are obliged to refrain from using our services in any otherwise disseminated or accessible form.

As a user, you are obliged to familiarize yourself with this information in advance, in your own interest, before you start or request the use of our company's services. In order to obtain more detailed information on the protection of personal data, it is necessary to have look at it as well as to get acquainted with the relevant points and procedures to correctly follow our guidelines.

### 12. Indemnity

Legal protection of all our representatives of our company, including managers, officers, agents and employees, protect them against any claims or requirements, including allowable costs and fees, arising out of proceedings in violation of this Agreement or breach of any law during the law action proceedings or as a result of its initial proceedings or final proceedings, including the use of the web interface via "MIXSTOREONLINE" or any other relevant service provided by the company "UNISOL SLOVAKIA" related to them for general public use.

### 13. Security

Our company provides and protects all the necessary information that is subject to our business conditions as well as information that you provide to us through the web interface. We also carefully try to keep them safe with limited access from all our representative who is not granted permission from the owner or director to review it. Ensuring the protection of your privacy and the information provided by you for the purpose of trading with "MIXSTOREONLINE" or "UNISOL SLOVAKIA" is one of the highest priorities within our innovative business development we are proudly offering to all our customers.

We have taken appropriate measures as well as procedures to secure and protect all information you have sold to us for processing when subscribing to our services. We constantly analyse, monitor and improve the security of the services, including the web interface, which is accessible to everyone to make online purchase or inquiry.

Every user is obliged to immediately inform us when we notify you of any unauthorized use or any other breach of security measures in the premises of our web interface or in connection with the provision of securing personal data or services via "MIXSTOREONLINE" or "UNISOL SLOVAKIA" due to general data protection regulation we have in place.

#### 14. Limitation Of Liability

Under no circumstances will "MIXSTOREONLINE" and "UNISOLS SLOVAKIA" be responsible for:

- **I.** any unintentional, consequential, distinctive, or related damages that may arise; or
- **II.** any damage to the company, business, income, or profits (whether indirect or direct) that may affect you as an individual; or
- **III.** any damages, claims, or losses that you may suffer as a result of any of the personal transactions related to the web interface and any other services provided by our company.

The limitations of our liability to you will be effective if we, our employees, our affiliates, our affiliates, or anyone else who is legally contractually committed to

the partnership with us will be informed of the likelihood of such damages or the appropriate costs incurred by the user during its own duration period or trial.

#### 15. Our Warranties and Disclaimers

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER "MIXSTOREONLINE" or "UNISOL SLOVAKIA" NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IT IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

#### 16. Liability for our Services

WHEN PERMITTED BY LAW "MIXSTOREONLINE" or "UNISOL SLOVAKIA" SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF "MIXSTOREONLINE" or "UNISOL SLOVAKIA", AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES ONCE AGAIN).

IN ALL CASES "MIXSTOREONLINE" or "UNISOL SLOVAKIA" AND IT'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

### 17. Jurisdiction Limitations

In case any law or jurisdiction prohibits limitations outlined in this agreement or sets limits to these limitations, we reserve the right to request limitations to the maximum extend permit table by these laws.

#### 18. Bar To Action

We reserve the full right to use this agreement in the general terms and conditions and the following rule as a precaution against your action, claim, judicial appointment or any other relevant act contained in the substance or spirit of this agreement or legal action proceeding.

We also reserve the right to use this agreement as a clause in the main addendum towards to the agreement between you, us and our partners or our own brand name which are associated with us for long term cooperation.

#### 19. No Class Actions

You and we agree that both parties will be able to make claims in the same plan only if the individual is directly involved in the legal action proceedings and not as a plaintiff or class member in any alleged lawsuit or subject matter considering law proceeding.

If we do not succeed, or otherwise agree, or that it will not be possible to combine or combine claims on more than one person or party or otherwise will not have to chair in the necessary form of consolidated group law proceedings.

In addition, a judge may decide on relief (including pecuniary, judicial and declaratory redress) only in favour of the individual party seeking relief, and only to the extent necessary to provide relief as required for his or her individual request, and only if the veracity and confidentiality of disputed information for an individual. Any other granted relief may not affect other users and may not harm individual conduct or otherwise prejudice the morals of the brand name "MISXSTOREONLINE" or company "UNISOL SLOVAKIA" in any other way

#### **20.** Law And Legal Disputes

The following general conditions are the subject of business proceedings in our company and will be governed in all respects by the applicable laws of the particular jurisdiction where this business is operating.

If the dispute cannot be resolved, then the customers or service users including the brand name "MIXSTOREONLINE" or company "UNISOL SLOVAKIA" will be irrevocably submitting law proceeding to the non-exclusive jurisdiction courts in the same territory where this business is operating.

### 21. Severability

The inaccuracy of any part based on mutual cooperation of the parties or otherwise concluded a joint cooperation agreement shall not be considered to affect the legitimate conduct of any other relevant part of this content agreement, as well as the provisions provided by "MIXSTOREONLINE" or "UNISOL SLOVAKIA"

In the event that any provision of this agreement has taken place between the contractual trading partners is deemed will be considered as invalid agreement. If parties have come to reasonable agreement solution, which remaining as provisions, then also this agreement will be deemed and shall be considered as an invalid statement and respectfully effective as if both parties had implemented them after the invalid trade procedure or without written consent from legal "MIXSTOREONLINE" representative or company director "UNISOL SLOVAKIA" which must be with the procedure of the all applicable law of the relevant country jurisdiction where the business is operating.

### 22. Interpretation

Names and naming within our brand name "MIXSTOREONLINE" or in our company "UNISOL SLOVAKIA" they are for reference purposes only and in no way limit, define, describe or create the scope or any other degree of its scope and parts itself.

The interpretation of its specific parts shall be developed on the regular basis of the recognition purpose of the business activity itself, including its specific business procedure which includes specification of terms and the part of interpretation or is associated with these definitions and its scope.

#### 23. No Waiver

Our ability to act in connection with anticipated or actual breaches of the general terms and conditions by our customers or other users entitles our company to act in accordance with the all applicable terms and conditions, including with all comparable and exceeded offences that have taken place or were not otherwise in accordance with the regulation of our brand name "MIXSTOREONLINE" or did not comply with "UNISOL SLOVAKIA" business legislation.

Failure to comply with our business legislation which is in the contractual procedure or is not accepted by the customer in full respect, we reserve the right to limit the customer's liability and conduct in the context of unfair fraud or other misleading information provided to us, our brand or company. The meaning or content in this section shows natural and legal person activity to bear full responsibility for specific law proceedings, including as a result of fraud or misleading misrepresentation.

Measures that result from the following business, public or entity proceedings, which have been constantly violated or have a completely different nature of legitimate business with our company, will be consulted and resold to the appropriate jurisdiction for a possible investigation.

#### 24. Communications

Subject to the following terms and conditions, you agree to receive from us as notices and materials relating to our web interface through electronic communications. The following agreement can be terminated at any time, but you should make a convincing decision unless the following method of notifications is appropriate for us to decide to suspend or cancel subsequent communications related to your account.

Communication messages can also be considered as notices themselves, which are related to the information process or the actual operation of the services provided to the general public. Subsequent notifications are equally often considered to be short-term, temporary, limited or even more specific for technical reasons for a definite period of time within our innovative business development.

The form of sharing notification may be distributed and disseminated in writing, which means by any of posters and leaflets, by electronic communication or even in a personal working consultation with the client.

#### 25. Additional Terms

It is very important but also necessary to study all the necessary documentation, including the conditions that we will provide you with sufficient guidance on your rights and obligations in business negotiations with our brand name "MIXSTOREONLINE" or "UNISOL SLOVAKIA" legal regulations. The background material contained in the individual documentation and will also provide you with a summary of information including rules that you must follow and fully respect in business proceedings and consultation while you are dealing with our company legislation.

Necessary principles that are the subject of business proceedings here include, but are not limited to, contractual binding provisions with the user and it also includes other additional principles and rules which we may change or modify in our documentation from time to time, just to bring them up to date for you and all our customers. With the legislation we have in place now is strictly complying to relevant jurisdiction where our business is based or currently now operating all available services. Appropriate changes and provisions may also be amended in the following documentation, which is in accordance with:

- I. Protection of Personal Data
- **II.** Copyright Infringement
- III. Management of Financial Transactions
- **IV.** Trademarks
- **V.** Provisions of Interest Rates
- **VI.** Shipping and Delivery Process

Should our company make changes as well as any of these policies, we will modify the relevant documentation and publish it through our web interface. We recommend that you review and study these policies from time to time in your own interest so that you are informed of all current but also published changes related to the business brand "MIXSTOREONLINE" or activities which are associated with "UNISOL SLOVAKIA"

All current changes to the information are considered with immediate effect and their effectiveness takes immediate approach after there were published, including new political events, which are also promoted through the web interface of "UNISOL SLOVAKIA"

#### 26. General

UNISOL SLOVAKIA s.r.o. is located at Horné Pršany 27, Horné Pršany, Banská Bystrica 974 05, Slovakia.

The following agreement sets out the basic regulation, conditions, obligations and responsibilities between service provider "MIXSTOREONLINE" or "UNISOL SLOVAKIA" and the customer who use them for personal reasons.

In the event that the following procedures have terminated the cooperating parties, the following parts, which are the subject of the final decision, continue to apply and remain: Anything relating to fees payable for our services, interest rates, release, disputes with us, content, disclaimers, no warranty for content, indemnification, limitation of liability and no class action.

#### 27. Feedback

Should you have any enquiries with regard to this User Agreement or if you desire to report any breaches of this User Agreement, please contact us by emailing us at <a href="mailto:salenow@mixstoreonline.com">salenow@mixstoreonline.com</a> or alternatively, you can use <a href="mailto:office@unisol-slovakia.sk">office@unisol-slovakia.sk</a>



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