

WEBSITE TERMS AND CONDITIONS

MEX DIGITAL PTY LTD | ACN 645 164 209
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WEBSITE TERMS AND CONDITIONS

PLEASE READ THESE WEBSITE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SITE

1. Introduction

1.1. Thank you for visiting www.mexdigital.com, a website, service and platform that provides various services including to Spot Digital Asset Trading which will enable Crypto and Fiat deposits and withdrawals.

1.2. In these website terms and conditions (**Terms**), references to **we**, **us**, **our**, means www.mexdigital.com. References to **you** and **your**, are to users of our website.

2. By Using Our Website, You Accept These Terms

2.1. These Terms, together with the documents referred to in it, set out the terms and conditions on which you make use of www.mexdigital.com. Please therefore, read these Terms carefully before you start to use www.mexdigital.com. By using our website, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms you must not use our website.

3. Other Terms That May Apply To You

3.1. These Terms refer to the following additional terms, which also apply to your use of our website:

- Our [Client Agreement](#)
- Our [Privacy Policy](#)
- Our [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our [Cookie Policy](#), which sets out information about the cookies on our site.

4. Who We Are And How To Contact Us

4.1. www.mexdigital.com is a website operated by MEX Digital Pty Ltd, incorporated under the Corporations Act in Australia (Registered Number 645164209) and having their Registered Office at Suite 6103 Level 61, 19-29 Martin Place, Sydney, NSW 2000, always trading as “MEX Digital”.

4.2. We are regulated by ASIC and registered with AUSTRAC in Australia.

4.3. If you have any queries or concerns regarding www.mexdigital.com or the information contained on it, please contact support@mexdigital.com.

5. Website Content

5.1. The content on our website is provided on an “as is” basis and all information, commentary and other materials displayed on our website are intended for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.

5.2. We update our website regularly and may change the content at any time. Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date. Therefore, we disclaim all liability and responsibility arising as a result of any reliance placed on such information, commentary or other materials contained on www.mexdigital.com by any visitor to our website, platform or by anyone who may be informed of any of its content.

6. Restrictions On Access And Use

Website access

6.1. Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. If our website is unavailable for any reason and at any time (including for any period of time), we shall not be liable to you for such an occurrence.

6.2. In order to register on our website, you must be 18 years or older. Only one registration is allowed per person and once registered, you must ensure you keep your registration information up to date.

Suspension, withdrawal and restriction of access

6.3. We may in our absolute discretion, suspend, withdraw or restrict access to all or some parts of our website to any persons, which shall include, for the avoidance of doubt, users who have registered with us.

Termination of access

6.4. We may in our absolute discretion, terminate your access to www.mexdigital.com at any time and without notice.

User ID and password

6.5. If you establish an account with us, you are responsible for maintaining the confidentiality of your user ID and password, and you are responsible for all activities that occur under that user ID or password. You agree that you will not allow anyone to use your account and that you will not use anyone else's account.

6.6. We have the right to disable any user ID or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

6.7. If you know or suspect that your user ID or password has been unlawfully disclosed or there has been a known or possible breach of security, you must promptly notify us at support@mexdigital.com.

7. How You May Use Material On Our Site

7.1. All intellectual property rights contained on the website and any and all materials published on the website are owned and/or licensed by us with all such rights reserved.

7.2. Except as expressly provided in these Terms, no part of www.mexdigital.com may be copied, reproduced, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including mirroring) to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without MEX Digital's express written consent.

7.3. You may download publicly available content on www.mexdigital.com only for your personal, non-commercial use, provided that:

- you keep intact all copyright and other proprietary notices; and
- if you are copying or use of copyrighted materials on www.mexdigital.com is other than "fair use" under applicable copyright laws, you must seek permission directly from us.

7.4. If you print off, copy or download any part of our website in breach of these Terms, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

8. Linking To And From Our Site

- 8.1. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked sites or information you may obtain from them. We have no control over the contents of those sites or resources. We exclude, to the fullest extent permitted by law, all liability that may arise in connection with or as a result of such external site material causing any damage, costs, injury or financial loss of any kind.
- 8.2. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any site that is not owned by you.
- 8.3. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The site in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#). If you wish to link to or make any use of content on our site other than that set out above, please contact support@mexdigital.com.

9. Uploading Content To Our Website

- 9.1. Whenever you make use of a feature that allows you to upload content to our website, or to make contact with other users of our website, you must comply with the content standards set out in our [Acceptable Use Policy](#).
- 9.2. You warrant that any such contribution does comply with those content standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 9.3. Without prejudice to our rights and obligations in relation to your personal information as set out in detail in our Privacy Policy, any material you upload to www.mexdigital.com will be considered strictly confidential.
- 9.4. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).
- 9.5. You are solely responsible for securing and backing up your content.

10. User-Generated Content Is Not Approved By Us

10.1. This site may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values. If you wish to complain about information and materials uploaded by other users, please contact us on support@mexdigital.com

11. We Are Not Responsible For Viruses And You Must Not Introduce Them

11.1. We do not guarantee that our site will be secure or free from bugs or viruses.

11.2. You are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

11.3. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our website. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

12. Data Protection And Privacy

12.1. We shall comply with all applicable data protection legislation, including the EU General Data Protection Regulation (“GDPR”), the Privacy Act 1988 (“Privacy Act”) and any other national implementing laws, regulations and secondary legislation relating to data protection or privacy, as each of the foregoing may be amended, updated, consolidated, replaced and/or re-enacted from time to time.

12.2. We shall use and process your personal information in accordance with our [Cookie Policy](#) and [Privacy Policy](#).

13. Our Liability

13.1. Whilst we try to ensure that all information on our website is accurate, no guarantees, representations or warranties are given that the content of our website is accurate, complete, up to date or error free. Use of www.mexdigital.com is entirely at your own risk.

13.2. To the fullest extent permitted by law, we hereby expressly exclude:

a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity

b) any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the access, use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including liability for:

- loss of business
- loss of income or revenue
- loss of profits or contracts
- loss of anticipated savings
- loss of data
- loss of goodwill
- wasted management or office time
- loss or damage caused to any equipment or software
- any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

13.3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, malicious code or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of www.mexdigital.com or to your downloading of any material posted on it, or on any website linked to it.

13.4. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

14. Severability

14.1. In the event any provision or part-provision of these Terms is found by any court or other authority of competent jurisdiction to be invalid, unlawful or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms and the validity and enforceability of the other provisions of these Terms shall not be affected.

15. Variation

15.1. MEX Digital may at its sole discretion amend these Terms at any time. Every time you wish to use our website, please check these Terms to ensure you understand the terms that apply at that time.

16. Governing Law And Jurisdiction

16.1. These Terms shall be governed by, and construed in accordance with, the laws of Australia. Any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity or termination, or arising from or related to use of our website, shall be subject to the exclusive jurisdiction of Australia.