

## TERMS & CONDITIONS

**Last Updated: May 06, 2020**

These Terms and Conditions (“Terms” or “Agreement”) govern the use of the services (“Service” or “Services”) made available by TOXIC LLC (“TOXIC”) along with its subsidiaries, affiliates and related parties. This Agreement represents the agreement and understanding between TOXIC and the individual or entity (“User”) who subscribes to try these Services and provide feedback.

PLEASE READ THIS AGREEMENT CAREFULLY! By submitting your application and by your use of our Services, you agree to comply with all of the terms and conditions set out in this Agreement. TOXIC may terminate your Account at any time, with or without prior notice, for conduct that is in breach of this Agreement, for conduct that TOXIC believes to be harmful to its business, or for conduct where the use of the Service is illegal and/or harmful to any other party.

These Terms incorporate the website terms, the cookie policy, the privacy policy and any supplements by reference. By accepting these Terms, you are also deemed to have accepted the terms and conditions of our third party service providers made available to you prior to or at the time when you make use of a particular service. Please refer to our Privacy Policy for information on how we collect, use and disclose information from our customers. You acknowledge and agree that your use of the Services is subject to our Privacy Policy.

### CHANGES TO TERMS OR SERVICES

We may modify the Terms at any time, in our sole discretion. If we do so, we’ll let you know either by posting the modified Terms on the Website, by providing you a notice in a manner we deem reasonable including notifications within the product’s dashboard, and through other communications. It’s important that you review the Terms whenever we modify them because if you continue to use the Services after we have modified the Terms, you are indicating to us that you agree to be bound by the modified Terms. If you don’t agree to be bound by the modified Terms, you must stop using the Services. We may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

### REGULATORY INFORMATION

This Agreement is between you and LLC Financial Company TOXIC. LLC Financial Company TOXIC is a company incorporated in Ukraine (Company number – 35876963) with registered office located at 79013 Kotlyarevskogo 39, L`viv, Ukraine.

## ELIGIBILITY

- If you want to use Toxic Messenger, Corporate Toxic Messenger, Toxic Wallet, Toxic VPN and other Toxic services (Toxic Products and/or Toxic Services) you have to download the application and agree with these Terms and Conditions. To activate the messenger, you must provide a valid used data, create a password and confirm to required authentication steps. If you want to use Toxic Messenger, Toxic Wallet, Toxic VPN and/or additional paid services you have to guarantee that you are at least 18 years of age;
- If you want to buy Toxic tokens and/or use any of Toxic Services you have to register on our website and enable us to verify that you are at least 18 years of age and/or authorized to represent the legal entity you claim to represent (TOXIC does not accept agreements and payments from persons under the legal age of 18 years).
- By transferring any money for Toxic services, you confirm that you are over 18 years of age or you provide evidence that your legal guardian has agreed to accept this Agreement on your behalf.

You have to confirm that you have provided correct information during the process of creating your TOXIC account. You undertake that, if your personal details change, you will notify us immediately. You shall bear any losses that occur due to the submission of invalid, incorrect or inaccurate information.

## REGISTRATION AND YOUR INFORMATION

You agree that you won't disclose your Account credentials to anyone and you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you know about them.

Once you have completed the registration procedure and you have passed our internal checks, we shall make the TOXIC Dashboard available to you. The TOXIC Dashboard will be made available to all registered Users for free. With TOXIC Dashboard you can use paid Services that are provided, Users with active Accounts on the Dashboard will be able to enter into any lawful transactions they want and sign and implement them as well.

## COMMENCEMENT, TERM AND YOUR TOXIC ACCOUNT

These terms shall enter into force the moment you agreed with this Agreement by indicating your choice with related checkbox on website and/or Toxic Messenger and other Toxic Product, and shall continue in force until terminated in accordance with stipulations set forth in this Agreement.

Users will not be given access to or asked to create any kind of new or additional digital currency wallets on the TOXIC website. They will have to use their own Toxic Wallet or third party wallets, such as an Ethereum wallet ("Wallet"), to enter into transactions using fiat and/or digital currencies. Once registration is finished, Users will be able to deposit fiat or digital currency funds needed to pay for Services. While the transactions are pending, these funds will be held by TOXIC's licensed escrow partners.

## ACCEPTANCE OF MEMBERSHIP

We reserve the right to accept or refuse your Subscription to the extent permitted by applicable law.

Upon termination of these Terms and/or your Account, any Subscription Fees paid in advance shall be reimbursed to you proportionally.

## SERVICES

TOXIC aims to provide access to the following Services to all its users:

1. Communication services with Toxic Messenger, including but not limited to messaging, chats, calls, group calls, video calls, purchase of landline and mobile phone numbers worldwide, calls to landline and mobile phones worldwide;
2. Communication services with Corporate Toxic Messenger, as separate solution installed for each customer group with own security controls and hardware solutions;
3. Communication services with Toxic be-mail email service and security plug-ins for the most known email services;
4. Extra data protection service with Toxic VPN;
5. Financial services and cryptocurrency services with utilization of Toxic Wallet built on new encryption and authentication technologies, an integrated gateway for transactions in both digital and fiat currencies;
6. All Services will gradually be transformed to be based on new encryption technology developed by TOXIC;

## FEEDBACK

We welcome feedback, comments and suggestions for improvements to the Services ("Feedback"). You can submit Feedback by emailing us at [support@toxic.chat](mailto:support@toxic.chat). You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub licensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

## TOKEN GENERATION

TOXIC will conduct a Token Generation prior to the move to fully functional services. At the beginning of the Token Generation, TOX Tokens will be sold to future users of TOXIC services at discounted prices. Once the discount period is over, users who need TOX Tokens to activate services in any TOXICS product, such as Toxic Messenger, Toxic Bi-mail, Toxic Wallet and Toxic VPN will be able to purchase them from TOXIC or from third parties at going market prices.

## PAYMENT FOR SERVICES

Users will be charged a fee for the activation/utilization of the following services to be paid out with TOX Tokens and/or fiat currencies in Toxic Ecosystem:

- Purchase of advertisement posts in any product comprising the Toxic Ecosystem to third parties (providing of advertisement channels in all Toxic products);
- Purchase of Corporate Toxic Messenger subscription on a monthly basis with fiat or crypto currencies depending on the jurisdiction;
- In-application (in-app) purchase of landline/mobile phone numbers in different countries worldwide and in-app purchasing of minutes to call to landline/ mobile phones worldwide;
- In-application purchase of VPN services for Toxic Products or for all internet traffic of the device with installed Toxic application(s);
- Exchange services of crypto and fiat currencies;

In the case of token payment, the fees will have to be paid in TOX Tokens at the prevailing exchange rate. All the other Toxic Services are provided to users for free.

### TOXIC DASHBOARD

The TOXIC Dashboard is our portal where you can, among other things:

1. verify your identity with us;
2. view your TOXIC transaction history;
3. view the balance of purchased and received TOX tokens on your TOXIC account;
4. have access to all Services provided by TOXIC as listed in this Agreement and possibility to make purchases.

### VERIFICATION OF IDENTITY

TOXIC is committed to be at all times in full compliance with all applicable laws and regulations in all jurisdictions where we operate or offer services. To enable us to meet our regulatory obligations regarding applicable KYC (“Know Your Customer”) and AML (“Anti Money Laundering”) legislation, you agree to cooperate with all requests made by us – or any of our third party service providers on our behalf – in connection with your TOXIC account, in particular, to identify or authenticate your identity or validate your funding sources for TOXIC transactions.

This may include, but is not limited to, asking you for further information that will allow TOXIC to reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or payment instruments or verifying your information against third party databases or through other sources.

We reserve the right to close, suspend, or limit access to your TOXIC Account and/or TOXIC Services in the event we are unable to obtain or verify information required for KYC and AML purposes.

You must ensure that the information about you on your TOXIC Account is always accurate and up to date. If at any time we believe that your information is outdated or inaccurate, we may contact you and request further information or request that you go through the

verification process again. We shall not be liable for any losses arising out of your failure to maintain up to date information about yourself.

## USER RESPONSIBILITY

When you apply to use the Services, you will be asked to select a User ID and password. The User ID and password are the means through which you access the Dashboard and Toxic Wallet and enable you to enter into binding contracts and make funds transfers from your account. You acknowledge and agree that it is your responsibility to safeguard your User ID and password from any unauthorized use. **IN NO EVENT WILL TOXIC BE LIABLE FOR THE UNAUTHORISED USE OR MISUSE OF YOUR USER ID OR PASSWORD.**

## RESTRICTIONS ON THE USE OF TOXIC SERVICES

It is not permitted:

1. to use the Services for any illegal purposes, including, but not limited to financial fraud or money laundering, tax evasion, unlawful gambling activities, the funding of terrorist organizations, the unlawful purchase or sale of tobacco, firearms, prescription drugs, other controlled substances or other products prohibited by law in the respective jurisdiction where the transaction is made or implemented or where the parties to a transaction are domiciled. TOXIC will report any suspicious activity and cooperate with any relevant law enforcement agency or regulator;
2. to use the Services or otherwise act in breach of these Terms;
3. to create more than one TOXIC Account per person or entity without our prior written consent;
4. to use the Services to violate any law, statute, ordinance, or regulation;
5. to infringe TOXIC's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
6. to act in a manner that is defamatory, libelous, threatening or harassing when using the TOXIC Services;
7. to provide us with false, inaccurate or misleading information;
8. to instruct us to send or receive what we reasonably believe to be potentially fraudulent funds on your behalf;
9. to control a TOXIC Account that is linked to another TOXIC Account that has engaged in any of these Restricted Activities;
10. to conduct your business or use the Services in a manner that is likely to result in or may result in complaints, disputes, reversals, fines, penalties or other liability to TOXIC, other Users, third parties or you;
11. to take any action that imposes an unreasonable or disproportionately large load on our infrastructure; to facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; to use an anonymizing proxy; to use any robot, spider, other automatic device, or manual process to monitor or copy our Website without our prior written permission; or to interfere or attempt to interfere in other ways with our Services;

12. to take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;
13. to refuse to cooperate in an investigation by law enforcement or tax authorities or to provide confirmation of your identity or any information you provide to us;
14. to refuse or fail to provide further information about you or your business activities that we may reasonably request.

You are at all times obligated to ensure that you only use TOXIC Services in compliance with all applicable laws and regulations.

We reserve the right to refuse to provide TOXIC Services directly or indirectly associated with a country subject to trade restrictions by public authorities.

If TOXIC, at its sole discretion, believes that you may have breached the provisions of this section of the Terms, we may take action to protect ourselves, other Users and third parties. The action we may take includes but is not limited to:

1. closing, suspending, or limiting your access to any or all of our Services.
2. contacting other Users who have transacted with you; contacting your bank; and/or warning other Users, law enforcement, or impacted third parties of your actions;
3. updating inaccurate information you have provided to us;
4. taking legal action against you;
5. terminating these Terms or access to the Website;
6. fully or partially reversing a TOXIC transaction; and/or
7. blocking your access to your TOXIC Dashboard temporarily or permanently.

Where possible, TOXIC will provide you with the relevant information regarding the actions imposed, but we may be unable to do so in accordance with the appropriate law including avoiding disclosing protected third party information or interfering in the course of an investigation.

#### SUSPENDING YOUR USE OF TOXIC SERVICES

We reserve the right to change, suspend or discontinue any aspect of our Services at any time, including hours of operation or availability of the Services or any Services feature, without prior notice and without liability.

#### NOTICE AND COMMUNICATIONS

You agree and consent to electronic receipt of all communications that we provide in connection with the Services. We will provide communications to you by making them available on the TOXIC Dashboard or by emailing them to you at the primary email address listed in your TOXIC Account.

It is your responsibility to ensure that you log onto the TOXIC Dashboard regularly and regularly review the TOXIC Dashboard, the Website, and your primary email address and open and review communications that we deliver to you through those means. You are obligated to review your notices and TOXIC transaction history, and to promptly report any questions, apparent errors, or unauthorized TOXIC transactions. Failure to contact us in a timely manner may result in loss of funds or important rights.



We may contact you from time to time to notify you of changes or information regarding your TOXIC Account. It is your responsibility to ensure you regularly check the TOXIC Dashboard and that your contact information stored on your profile in the TOXIC Dashboard is up to date. You may contact us in accordance with these Terms.

## DATA

The processing of your data is governed by these Terms, any applicable Supplements as well as our Privacy Policy.

TOXIC reserves the right to transmit the information or personal data about you as well as activity on your Account to law enforcement institutions, public authorities, and financial institutions, if this is necessary to comply with relevant legislation, and in order to identify whether these Terms and relevant legislation have not been violated.

By providing TOXIC with a telephone number (including a mobile telephone number), you agree to receive autodialed and pre-recorded message calls at that number. The ways in which you provide us a telephone number include, but are not limited to, providing a telephone number at TOXIC Account opening, Toxic Messenger activation, adding a telephone number to your profile on your TOXIC Dashboard at a later time, providing it to one of our employees, or by contacting us from that phone number. If a telephone number provided to us is a mobile telephone number, you consent to receive SMS or text messages at that number, for service-related matters. We will not share your phone number with non-affiliated third parties for their purposes without your consent, but you agree to receive advertisements from third parties inside of Toxic products comprising Toxic Ecosystem.

You agree that we can use your information in connection with your TOXIC Account to enable us to review, develop and improve our services. We may also disclose your information as required by law, regulation or any competent authority or agency to investigate possible fraudulent, unlawful or unauthorised activity.

## INTELLECTUAL PROPERTY

The TOXIC Dashboard, Toxic Messenger, Toxic Wallet, Toxic VPN and Toxic Services comprising Toxic Ecosystem and the Website and all intellectual property rights contained therein, including but not limited to any content, are owned or licensed by us. Intellectual property rights mean rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered anywhere in the world. TOXIC's intellectual property include "TOXIC.chat," "TOXIC", "TOXIC LLC" and all logos related to the Services. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of TOXIC. You may not copy, imitate, or use them without our prior written consent.

We reserve all of our rights in any intellectual property in connection with these Terms. This means, for example, that we remain owners of them and free to use them as we see fit.

Nothing in these Terms grants you any legal rights in the TOXIC Dashboard and/or the Website, other than as necessary to enable you to access the TOXIC Dashboard. You agree not to adjust or try to circumvent or delete any notices contained on the TOXIC

Dashboard (including any intellectual property notices) and in particular in any digital rights or other security embedded or contained within the TOXIC Dashboard.

#### REQUESTING INFORMATION

You may request, at any time during the extent of this Agreement, a copy of these Terms.

You may request, at any time during the extent of this Agreement, a copy of all personal information we hold on record about you to review its accuracy and provide any corrections as may be needed.

You may request, at any time during the extent of this Agreement, the permanent deletion and destruction of any data or records about you that is no longer needed for the purpose of maintaining your Account and/or verifying past or present transactions.

#### CUSTOMER SUPPORT AND COMPLAINTS

We take all complaints seriously. Any complaints about us or the services we provide should be addressed in an email to TOXIC. You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere inquiry. Our complaints procedure (available on our Website) sets out the process for submitting and resolving any complaints. You may request a copy of our complaints procedure at any time by contacting customer services via the email address provided on the TOXIC Dashboard. TOXIC aims at addressing any complaints and support matters at the earliest possible time.

#### TERMINATION

TOXIC, in its sole discretion, may terminate this Agreement at any time, by giving you one month's notice. The termination of this Agreement will not affect any of our rights or your obligations that have arisen prior to the termination of the Agreement.

You may terminate this Agreement at any time by providing us with one month's notice. Such notice has to be provided by sending us a written document clearly stating the intention to terminate.

Without prejudice to any rights that have accrued under this Agreement, or any party's other rights or remedies, either party may at any time terminate these Terms with immediate effect by giving written notice to the other party if:

1. the other party commits a material breach of any term of these Terms and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
2. the other party repeatedly breaches any of the terms of these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Terms;
3. the other party is subject to a bankruptcy, insolvency, winding up or other similar event; and/or
4. the result of laws, payment scheme rules, regulatory authority rules or guidance or any change in or any introduction thereof (or change in the interpretation or application thereof) means that it is unlawful or contrary to any such law, rules, order or regulations for either of the parties to perform or give effect to any of its



obligations hereunder and such obligation cannot be readily severed from these Terms.

Without prejudice to any rights that have accrued under these Terms or any of the party's rights or remedies, we may at any time terminate these Terms with immediate effect by giving written notice to you if:

1. we are unable to verify your information in the manner set out in these Terms;
2. we have reason to believe that your use of the Services damages, corrupts, degrades, destroys and/or otherwise adversely affects the Services, or any other software, firmware, hardware, data, systems or networks accessed or used by you;
3. you have acted or omitted to act in any way which we reasonably determine to diminish TOXIC's business operations and/or reputation and/or goodwill and/or which we reasonably determine or suspect to give rise to any offence or any increased risk or liability to us; and/or
4. we are unable to provide the Services to you through the inability of any third party to provide us with any service that we require to provide the Services to you.

Other actions we may take: If you have breached the terms of this Agreement (including a breach of your obligation to pay us any amount owing), or we are otherwise entitled to terminate these Terms, we may:

- suspend your use of the Services (in whole or in part) in which case we will not treat any order for a TOXIC Transaction that you may wish to make as being received by us;
- report any TOXIC Transaction or any other relevant information about you and your use of the Services to the relevant regulatory authority, law enforcement agency and/or government department;
- and/or if appropriate, seek damages from you.

Termination of this Agreement requires the closing of your TOXIC Account in accordance with the terms included on this Agreement. Any Terms which by their nature should survive, will survive the termination of this Agreement.

#### BREACH OF THESE TERMS AND CONDITIONS

Without prejudice to TOXIC's other rights under these Terms, if you breach these terms and conditions in any way, TOXIC may take any such action as it deems appropriate to deal with the breach, including suspending your access to the Dashboard, prohibiting you from accessing the Toxic Services, website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

#### FORCE MAJEURE

TOXIC will not be liable for any delay, interruption or failure in the provision of services if caused by acts of God, declared or undeclared war, fire, flood, storm, slide, earthquake, power failure, the inability to obtain equipment, supplies or other facilities that are not caused by a failure to pay, labor disputes or other similar events beyond our control that may prevent or delay service provision.

## INDEMNIFICATION

You hereby indemnify TOXIC, its affiliates, sponsors, partners, directors, officers, and employees and undertake to keep TOXIC, its affiliates, sponsors, partners, directors, officers, and employees indemnified against any losses, damages, costs, liabilities, acts of God, and expenses (including without limitation legal expenses and any amounts paid by TOXIC to a third party in settlement of a claim or dispute on the advice of TOXIC's legal advisers) incurred or suffered by TOXIC, its affiliates, sponsors, partners, directors, officers, and employees arising out of any breach by you of any provision of these terms and conditions, arising out of claim that you have breached any provision of these terms and conditions.

## WAIVER

No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision nor shall such a waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound thereby.

## ASSIGNMENT

TOXIC may transfer, sub-contract or otherwise deal with its rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

## SEVERABILITY

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted and the rest of the provision will continue in effect.

## GOVERNING LAW

These Terms and any action related thereto will be governed by the Ukrainian law without regard to its conflict of law's provisions and shall be subject to the non-exclusive jurisdiction of the courts of Ukraine.

## FORM AND VENUE

You agree that you will resolve any claim you have with us relating to, arising out of, or in any way in connection with these Terms, us, or our Services (each, a "Dispute," and together, "Disputes") exclusively in the Ukrainian courts and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such Disputes.

## MISCELLANEOUS

In order to use certain functions of the Services, you may be requested to accept other terms and conditions, either with TOXIC or with a third party.

The Balance in your TOXIC Account belongs to the person or legal entity which is registered as the TOXIC Account holder. We recognize only the rights of the holder of the TOXIC Account.

It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authorities. We are not responsible for determining whether taxes apply to your TOXIC transactions, or for collecting, reporting or remitting any taxes arising from any TOXIC transactions. You hereby agree to comply with any and all applicable tax laws in connection with your use of the TOXIC Services, including without limitation, the reporting and payment of any taxes arising in connection with TOXIC transactions made through the Services.

If we fail to enforce any of our rights under the Terms, or applicable laws, it shall not be deemed to constitute a waiver of such rights.

We may comply with any subpoena, levy, or other legal process which we believe to be valid. We may notify you of such process electronically, by phone, or in writing.

TOXIC has the right to change any of its third-party service providers, with or without notice. TOXIC reserves the right, but shall have no responsibility, to edit, modify, refuse to post or remove any provider content, in whole or in part, that in its sole and absolute discretion is objectionable, erroneous, illegal, fraudulent or otherwise in violation of these Terms.

Before entering into any TOXIC transaction you must make your and their own independent assessment as to whether it is appropriate to enter into a TOXIC transaction based upon your own judgment and upon such advice from such advisers as you consider necessary. It is an express term of every TOXIC transaction which you enter into with us that you are not relying upon any communication (written or oral) made by us as constituting advice about or a recommendation to enter into such TOXIC transaction. While we are responsible for the legality of the contract templates we offer for a given jurisdiction, we are not responsible for the legality of the actual contract you may enter into if it is amended in ways not foreseen by us or used out of context or jurisdiction. In no case will TOXIC be accountable for the economic suitability or fairness of a transaction made by you.

Foreign currency exchange rates and the exchange rates for digital currencies are subject to fluctuations outside our control. Past movements or trends in the movement of foreign or digital currency exchange rates should not be taken as an indicator of future movements in such exchange rates.

Clause, Schedule and paragraph headings shall not affect the interpretation of these Terms.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a company shall include any company, corporation or other body owned by it or having control over it, wherever and however incorporated or established.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

These Terms shall be binding on, and ensure to the benefit of, the parties to these Terms and their respective personal representatives, successors and permitted assignees, and references to any party shall include that party's personal representatives, successors and permitted assignees.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to writing or written includes email and the chat function on the TOXIC Dashboard.

Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

These Terms shall be concluded and interpreted in the English language. Unless otherwise agreed in writing, all communications between the parties shall be in the English language.

Any reference to an Ukrainian legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Ukraine, be deemed to include a reference to that which most nearly approximates to the Ukrainian legal term in that jurisdiction.

A reference to these Terms or to any other agreement or document referred to in these Terms is a reference to these Terms or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these Terms) from time to time.

Any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

#### ENTIRE AGREEMENT

These terms and conditions together with the Privacy Policy and any related document constitute the entire agreement between you and TOXIC in relation to the use of the website and subsequent services and supersede all previous agreements in respect of your use of this website.