

Terms of Service

Mixfall

Last Updated: February 6th, 2026

1. Definitions

- a. **Platform** – Mixfall, as a service, which includes the website and any other medium to access any data and functionality provided by Mixfall.
- b. **Content** – Anything you upload or add to our platform, including but not limited to images, videos, audio files, and text.

2. Agreement

- a. By accessing and using this Platform, you agree to be bound by these terms.
- b. We reserve the rights to change and modify these terms at any point, and your continued use of this Platform.

3. Who are we?

- a. “We” are **Proxima Virtual LLC**, the owner of Mixfall.

4. Your Behavior

- a. By using our Platform, you agree to not do the following:
 - i. Mislead or misinform other users with false information or malicious intentions.
 - ii. Break any laws as subject to our Governing Law and your individual municipality.
 - iii. Attempt to steal, brute-force, or break into any aspect of our Platform and corresponding network.
 - iv. Link, reference, write, display, or upload (and similar actions) anything obscene, inappropriate, abusive, discriminatory, or offensive.
 - v. Use our Platform to harass users, entities, or groups.
 - vi. Use our Platform to distribute malicious instructions, viruses, phishing, or spam.
 - vii. Attempt to gain unauthorized access to any part of our system.
 - viii. Abuse unexpected loopholes or bugs to gain access to features of the Platform that you should not have access to.
 - ix. Attempt to DDOS, overload, or attack any part of our Platform, regardless of malicious intent.
- b. By using our Platform, you agree to honor the following:
 - i. Use common sense.
 - ii. Follow all the rules as governed by our Terms of Service.

- iii. Report any content which violates our Terms of Service using any means necessary.

5. User Generated Content

- a. You are the one responsible for all Content you upload.
- b. You acknowledge and affirm that you have the rights to upload all Content to our Platform.
- c. We retain the right to remove any Content from our Platform, regardless of if it violates any rules defined by us.
- d. We do not guarantee 100% uptime and availability of any Content uploaded to our platform.
- e. We do not guarantee that any Content uploaded to our platform will persist for all of eternity, and we are not responsible for any Content that is damaged, malformed, or lost.
- f. We are not responsible if your Content is used by other actors without authorization or in a negative lens.
- g. By uploading Content, you grant us the right to show and display your Content within the normal bounds of usage of this Platform. You also grant us the right to use your Content for public promotional material for the Platform.

6. Your Account

- a. Your account is yours only. You cannot transfer your account to another person.
- b. It is your responsibility to ensure your account can only be accessed by you.

7. Your Right to Support

- a. You have the right to seek out support on using our platform, as long as it's in line with section 3.b.i of this document.
- b. You can expect any response to support within 7 business days of the time you sent it.
- c. Support is only guaranteed to be in English.

8. Our Intellectual Property

- a. All original content, code, logos, art, and names are exclusively owned by Mixfall and Proxima Virtual LLC.
- b. Users are prohibited from reproducing, distributing, or creating derivative works of all original content owned by Mixfall and Proxima Virtual LLC.

9. Payment

- a. Payment is handled through third-party platform such as Patreon.
- b. We are not responsible for any bugs or downtime from our payment processors suspending your access to our Platform.

10. Governing Law

- a. These Terms shall be governed by and construed in accordance with the laws of the **State of Wyoming**, without regard to its conflict of law provisions. You agree that any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the state or federal courts located in **Philadelphia, Pennsylvania**.

11. Acts of God

- a. We are not responsible for downtime or unreliability for “ACTS OF GOD”.