

# TERMS OF SERVICE EMCD

By registering a new User Account and(or) using any of the services and(or) visiting any section of the website located at <https://emcd.io> (**Platform**), the User agrees to be legally bound by the terms and conditions specified in these Terms of Service (**ToS or General Terms**), Privacy Policy, agreements regulating Services provided by the Partners (**Product Terms**), conditions of promotions, bonuses, and special offers which may be found on the Platform.

**Please read the ToS carefully before accepting them. You agree that you are free to choose whether to use the Services on the Platform and do so at your sole option, discretion, and risk.**

If you have any doubts about your rights and obligations resulting from the acceptance of the ToS, please consult a lawyer or other legal advisor in your jurisdiction. If you do not agree to accept and be bound by the ToS, please do not open an Account and(or) continue to use the Platform and any Services. Your further use of the Platform will constitute your acceptance of the ToS.

These ToS constitute a legally binding agreement between the User and the relevant Mining Pool Services and/or Shared Mining Operator, as determined by the User's jurisdiction, residency, location, eligibility status and/or other onboarding information in accordance with these ToS. The Platform is hosted and technically made available by Blockchain Technical L.L.C-FZ, formation number 2418630, addressed at Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E. (the "Platform Hosting Provider"). The Platform Hosting Provider provides hosting, interface, technical access and related platform infrastructure only and is not the Mining Pool Services and/or Shared Mining Operator unless expressly stated otherwise in these ToS or applicable Product Terms.

Where the Platform mobile application is made available through a mobile application marketplace by **EMCD Tech Limited** in its capacity as App Store Publisher, such publication or distribution is made on behalf of the relevant Operator, Platform Hosting Provider, Partner or service provider, as applicable, and shall not, by itself, make **EMCD Tech Limited** the provider, operator, guarantor or contracting counterparty for any Service for which it is not otherwise expressly identified as the relevant Operator, Partner or service provider under these ToS or applicable Product Terms.

## DISCLAIMERS

The Operator calls the Users' attention to the following:

1. Any cryptocurrency is not endorsed by any financial institution or government. The cryptocurrency market is brand new, and there is no clear and stable expectation;
2. The cryptocurrency mining might be suspended or banned due to the implementation or modification of laws, regulations, and rules in any country or region;
3. The User is well-noted and understands that cryptocurrency mining is highly risky. The operations with cryptocurrency might lead to losses in whole or part, so the User should define the limits according to the User's personal tolerance for losses. The User is well-noted and understand that digital asset might bring derivative risks. In addition to the risks mentioned above, there are also unpredictable risks.

## DEFINITIONS

1. "**Account**" means the User's personal webpage on the Platform, which can only be accessed by the User with the corresponding login-password pair, where the User, among other things, enters his/her/it email address, the address of his/her/its wallet to receive remuneration under these General Terms, and any other information required for the Services.
2. "**App Store Publisher**" means **EMCD Tech Limited**, registration number 70988161, addressed at Room 607, 12/F., Block C, Hong Kong Industrial Centre, 489-491 Castle Peak Road, Lai Chi Kok, Hong Kong, to the extent it is identified as the developer, seller, publisher, distributor or similar app-store-facing entity for the Platform mobile application in Apple App Store, Google Play or any other mobile application marketplace. The App Store Publisher publishes or makes available the mobile application in mobile application marketplaces on behalf of the relevant Operator, Platform Hosting Provider, Partner or service provider, as applicable, and solely for technical, administrative, distribution and app-store compliance purposes.
3. "**Partners**" means the following companies, each of whom provided certain Services through the Platform:
  - Wallet, P2P Transaction Support Services and Coinhold Services: **EMCD FINTECH CORP.**, a private legal entity registered in the Panama, company no. 155769566, addressed at Province of Panama, district of Panama, Betania, Vía Ricardo J. Alfaro, PH The Century Tower, office three hundred

seventeen (317);

- **P2P Bulletin Board Services: Quensa IT Solutions LLC**, a company limited by shares incorporated and acting under the laws of St. Vincent and the Grenadines with registered address at Suite 305, Griffith Corporate Centre, Kingstown, St. Vincent and the Grenadines ("Quensa.io", "Operator of the Quensa.io peer-to-peer platform), which provides only online bulletin-board functionality allowing Users to publish, browse, sort, filter and interact with user-generated advertisements relating to P2P transactions. For the avoidance of doubt, (1) **EMCD FINTECH CORP** provides, where applicable and as further described in the EMCD P2P Services Terms of Use, custodial wallet functionality, Digital Asset escrow, release, return, transaction-support, compliance and dispute-support functions in connection with P2P transactions; (2) the Bulletin Board Operator does not provide custody, escrow, release, exchange, brokerage, dealing, payment processing, money transmission, settlement or other financial intermediary or transaction-facilitation services.
4. "**Contract**" means a computing power agreement concluded between the Operator and the User at the moment of registration of the User Account for the lifetime of the User Account, under which the User undertakes to provide the computing power in exchange for the cryptocurrencies mining and which is governed by these ToS.
  5. "**cryptocurrency**" means digital assets, depending on the settings of the User Account.
  6. "**Eligible User Location**" means the jurisdiction, residency, place of incorporation, place of establishment, current location, KYC/KYB country, IP-based location, device location, tax residence and/or any other location-related information reasonably determined by the Operator or relevant Partner for the purposes of assessing the User's eligibility and determining the applicable service provider. Where location indicators are inconsistent, incomplete or create regulatory, sanctions, AML/CFT or other risk, the Operator or relevant Partner may apply the most restrictive treatment, request additional information, restrict access to Services or refuse onboarding.
  7. "**hashrate**" means a unit of the computing power of the mining hardware.
  8. "**Mining Pool Services and/ or Shared mining Operator**" or "**Operator**" means, in respect of each User eligible to access and use the Mining Pool Services:
    - (a) for Users located in, resident in, incorporated in, or otherwise onboarded as eligible Users from the European Union, the European Economic Area or the United States — Exchange Management LLC, registration number 400429461, addressed at Georgia, Tbilisi, Tornike Eristavi 29 Street, building 6, entrance 2, apt. 47; and
    - (b) for all other Users eligible to access and use the Mining Pool Services — **EMCD Tech Limited**, registration number 70988161, addressed at Room 607, 12/F., Block C, Hong Kong Industrial Centre, 489-491 Castle Peak Road, Lai Chi Kok, Hong Kong.The Operator is the User's contracting counterparty in respect of the Mining Pool Services, Shared Mining, the Contract and any Remuneration claims arising therefrom.
  9. "**Mining Pool Services**" means the Operator's services by providing Users access to the underlying software that enables them to perform cryptocurrency mining.
  10. "**Shared mining**" means the Operator's services by providing Users access to the underlying software that enables them to perform cryptocurrency mining with other Users.
  11. "**mining**" means the process in which Miners perform mathematical operations to verify and add the transactions as so-called blocks to the cryptocurrency's public ledger (blockchain), for which they are rewarded with a certain amount of prospective cryptocurrency and transaction fees.
  12. "**Platform**" means a set of information, web forms, software, hardware, and intellectual property objects (including computer software, mobile app, which may be published, distributed or made available in mobile application marketplaces by the App Store Publisher on behalf of the relevant Operator, Platform Hosting Provider, Partner or service provider, as applicable, database, graphic interface design, content, etc.) hosted and technically made available by the Platform Hosting Provider and accessible from various User devices connected to the Internet through special web browsing software (browser) at <https://emcd.io> domain, including domains of the following levels, to get access to the Services provided by the Operator, Partners and/or third-party providers, as applicable.
  13. "**Platform Hosting Provider**" means Blockchain Technical L.L.C-FZ, formation number 2418630, addressed at Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E., which hosts and technically makes available the Platform, interface, website, mobile application, infrastructure, authentication flows and related technical access tools. For the avoidance of doubt, the Platform Hosting Provider does not provide Mining Pool Services, Shared Mining, Wallet Services, Coinhold Services, P2P Services, card services, exchange services, custody services, escrow services, financial services or any other Product Services unless expressly identified as the provider of such services in the applicable Product Terms.
  14. "**P2P Bulletin Board Services**" means the online bulletin-board functionality provided by the Bulletin Board

Operator, consisting of publication, display, browsing, sorting, filtering and User interaction with advertisements. P2P Bulletin Board Services do not include custody, escrow, release, exchange, brokerage, dealing, payment processing, money transmission, settlement, execution, matching or financial intermediation.

15. **“P2P Transaction Support Services”** means the custodial wallet, Digital Asset escrow, release, return, compliance, payment-evidence review, dispute-support and related transaction-support services provided by **EMCD FINTECH CORP.** in connection with P2P transactions, to the extent described in the EMCD P2P Services Terms of Use.
16. **“Wallet Services”** means any wallet, account-balance, hosted wallet, deposit, withdrawal, transfer, internal ledger, transaction-support, Digital Asset custody or safekeeping functionality made available through the Platform by **EMCD FINTECH CORP.**, to the extent such functionality is available to the User. For the avoidance of doubt, Wallet Services are provided by **EMCD FINTECH CORP.** and not by the Platform Hosting Provider, the App Store Publisher, the Bulletin Board Operator or the relevant Mining Pool Services Operator, unless expressly stated otherwise in applicable Product Terms.
17. **“Coinhold Services”** means any Coinhold, reward, or similar Digital Asset product or functionality made available through the Platform by **EMCD FINTECH CORP.**, to the extent such functionality is available to the User. For the avoidance of doubt, Coinhold Services are provided by **EMCD FINTECH CORP.** and not by the Platform Hosting Provider, the App Store Publisher, the Bulletin Board Operator or the relevant Mining Pool Services Operator, unless expressly stated otherwise in applicable Product Terms.
18. **“P2P Services ToU”** means the EMCD P2P Services Terms of Use available within the Platform, as amended from time to time, which govern the use of P2P Bulletin Board Services and P2P Transaction Support Services.
19. **“Services”** means the overall services offered to you through the Platform by the Partners, which are regulated by the General Terms and other documents referred to herein and within the Platform. For the avoidance of doubt, different components of the Services may be provided by different Partners under separate Product Terms. The provision of one component of the Services by one Partner shall not be construed as provision, control, guarantee or assumption of liability for any other component of the Services provided by another Partner. For the sake of clarity, hosting of the Platform by the Platform Hosting Provider does not mean that the Platform Hosting Provider provides, controls, guarantees or assumes liability for any Service provided by the Operator, Partners or third-party providers.
20. **“ToS”** or **“General Terms”** means these general Terms of Use.
21. **“transaction fees”** means the fees for verification and addition of transactions to the cryptocurrency blockchain, and therefore, it can be in every single verified transaction perceived as a difference between the amount of the cryptocurrency sent by the sender and the cryptocurrency received by the recipient.
22. **“User”**, **“Miner”** or **“you”** means legal entities and(or) individuals who provide their computing power to the Operator for mining.
23. **“wallet”** means an external virtual wallet in which any individual User can manage its obtained virtual cryptocurrencies.

## **1. Amendment of the ToS and Incorporated Agreements**

- 1.1. The Operator reserves the right to amend, modify, update, and change the General Terms for several reasons, including commercial, legal (to comply with new laws or regulations), or customer service without prior notice. The most up-to-date ToS and their effective date are available within the Platform.
- 1.2. The Operator will notify the User of any such amendment, modification, or change by publishing the new version of the ToS on the Platform.
- 1.3. It is the User's responsibility to make sure that he/she/it is aware of the current terms and conditions of the ToS, and the Operator advises the User to check for updates regularly.
- 1.4. The Platform Hosting Provider reserves the right to modify the Platform, interface, technical infrastructure, hosting environment and system specification requirements necessary to access the Platform at any time and without prior notice. The Operator reserves the right to modify the Mining Pool Services, Shared Mining, underlying mining software and system specification requirements necessary to access and use the Mining Pool Services at any time and without prior notice.
- 1.5. If any change is unacceptable to you, you may either cease using the Platform and(or) close your Account by complying herewith. Your continued use of any part of the Platform after the date on which the ToS are stated to come into effect will be deemed to be your binding acceptance of the revised ToS, including (for the avoidance of doubt) any additions, removals, substitutions or other changes to the identity of the Operator, Platform Hosting Provider, Partners or other service providers, or any changes to the allocation of Services among them whether

or not you have had notice of, or have read, the revised ToS.

- 1.6. In addition to these ToS, please review any other rules, policies, and terms and conditions relating to the products and services available on the Platform as notified to you by us from time to time, which are incorporated into these ToS by reference.

## **2. Representations and Warranties. Legal Requirements**

- 2.1. The Users hereby warrant that they are individuals whose legal capacity has not been limited to the extent that would prevent them from undertaking the obligations assumed by the ToS.
- 2.2. If the User is a legal entity, it warrants that it is duly established and existing under the law that governs their establishment and existence, respectively, and the person acting on behalf of the legal entity hereby further represents that it is authorized to act on behalf of the legal entity and to undertake obligations according to the ToS.
- 2.3. The Users warrant that they have not previously had Accounts that were deleted unless it was due to their request of the User or due to the inactivity of the User.
- 2.4. The User warrants that all of the information given to the Operator or other persons providing operation of Service is genuine and complete; in case it was not, or if the User omitted to provide certain information to the Operator, the Operator shall not be responsible for any damages, losses, and(or) harm, which may occur either to the User or to third parties as a consequence of this behavior. The Operator hereby reserves the right to delete the Account if he/she/it provides false or incomplete information.
- 2.5. The User shall be responsible for obtaining necessary information about the tax or similar obligations arising concerning the provision of computing power (mining) on the Mining Pool Service as well as for complying with the corresponding responsibilities. The User hereby further acknowledges that the Operator is not responsible for obtaining the above-mentioned information nor for fulfilling such tax (or similar) obligations. The Operator shall not be considered as a tax agent for the User.
- 2.6. Mining may be illegal in some jurisdictions. You understand and accept that the Operator cannot provide you with any legal advice or assurances regarding your use of the Mining Pool Services, and the Operator and the Platform Hosting Provider make no representations whatsoever as to the legality of the Mining Pool Services in your jurisdiction, and the Platform Hosting Provider does not assume any responsibility for the legality, availability or suitability of the Mining Pool Services. Use of the Mining Pool Services is at your sole option, discretion, and risk, and you are solely responsible for ascertaining whether it is legal in your jurisdiction.

**Citizens and legal entities from jurisdictions Operator has deemed high risk are prohibited from registering at the Platform and using Mining Pool Services. List of such jurisdictions is located at KYC/AML policy.**

- 2.7. The Operator does not intend to enable the User to contravene applicable law. You hereby represent, warrant, and agree to ensure that your use of Platform services will comply with all applicable laws, statutes, and regulations. The Operator shall not be responsible for any illegal or unauthorized use of the Mining Pool Services by you.
- 2.8. The Operator represents that the User's Personal Data collection shall be limited as much as possible. Any collection, storage, and handling of the User's personal data collected by the Operator is governed by the Privacy Policy, which is an integral part of the ToS published on the Platform.

## **3. User Account**

- 3.1. The User undertakes to create the Account on the Platform to get access to the applicable functions of the Platform and further undertakes to select and configure its software and hardware, to mine and to carry out any other related activities for the duration of the Contract with the relevant Operator, by the rules and conditions set out in the ToS. The creation of an Account or use of a common Platform interface does not create a contract for Mining Pool Services with the Platform Hosting Provider.
- 3.2. The Operator reserves the right to reject the User's application without reference to reason and liability to the User. Where Account registration details are found to be inaccurate, misleading, or incomplete, the Operator reserves the right to close the Account. A single User Account may enable access to the Platform hosted by the Platform Hosting Provider and to Services provided by the relevant Operator, Partners and/or third-party service providers. Any common interface, shared login, single sign-on, in-app flow, hyperlink, widget, API, common branding, technical integration, mobile application publication, app-store listing, developer account, app-store disclosure or app-store distribution arrangement is provided for convenience, technical access, administrative and/or app-store compliance purposes only and shall not merge the legal roles of the Platform Hosting Provider, the App Store Publisher, the relevant Operator, the Bulletin Board Operator, **EMCD FINTECH CORP.** or any other Partner or service provider. Each such entity is responsible only for the Platform functionality, Services or

service components expressly provided by it under these ToS, the P2P Services ToU or other applicable Product Terms.

- 3.3. For the avoidance of doubt, **EMCD Tech Limited** may act in more than one capacity. Where **EMCD Tech Limited** is the relevant Operator for a User under these ToS, it shall be responsible for the Mining Pool Services provided by it in that capacity. Where **EMCD Tech Limited** appears only as App Store Publisher, such role is limited to publication and distribution of the mobile application in mobile application marketplaces and does not create liability for Services provided by another Operator, the Platform Hosting Provider, **EMCD FINTECH CORP.**, the Bulletin Board Operator, any Partner or any third-party service provider.
- 3.4. After opening an Account, you must not disclose (whether deliberately or accidentally) your username and password to anyone else.
- 3.5. You are entirely responsible for maintaining the confidentiality of your password, and you have sole responsibility for any and all activities that occur under your Account. You remain liable for losses incurred by yourself or a third party on your Account.
- 3.6. You must notify the Operator immediately of any unauthorized use, theft of your Account, or any other security breach. If requested, you agree to provide the Operator with evidence of such theft or unauthorized use. The Operator will not be liable for any loss you may incur due to someone else using your password, either with or without your knowledge.
- 3.7. The User undertakes, in particular, not to abuse any of the Platform Services, processes set up by the Operator for this purpose, mistakes, bugs, or imperfections in programming or errors in the respective cryptocurrency network to advantage or disadvantage some Users in mining, or to disrupt the operation or the availability of the Platform Services. The term “*abuse*” includes but is not limited to any attempted hacking or other factual offensive attack, such as withholding attack, botnet attack, and other such actions. Any hacking and(or) any other accurate, offensive attack against the Users and third persons is also considered to be abusive within the meaning of this article if its purpose is to advantage or disadvantage any of the Users in the mining or to disrupt the operation or availability of the Platform Services. The Operator hereby undertakes the right to block the User from violating the ToS immediately and delete the Account without paying the current payment, and any compensation and all the unpaid confirmed reward recorded on the Account is considered a contribution to the operation of the Platform Services.
- 3.8. The Operator, in respect of the Mining Pool Services, and the Platform Hosting Provider, in respect of the Platform, hosting, interface and technical access functionality, each reserves the right, at any time and at its sole discretion, to modify or discontinue temporarily or permanently the relevant part or feature of the Services or Platform for which it is responsible. The following rights may be exercised by the Operator, the Platform Hosting Provider or the relevant Partner, as applicable, only in respect of the Services, Platform functionality or technical access for which such entity is responsible. Specifically, we may:
  - 3.8.1. **Decline, block, cancel, or reverse** (where permitted by law) any transaction you have authorized. in each case only to the extent such action relates to the Platform functionality, technical access, relevant Service or service component provided by the Platform Hosting Provider, the relevant Operator, **EMCD FINTECH CORP.** or the relevant Partner, as applicable, and is permitted under these ToS, the P2P Services ToU or other applicable Product Terms.
  - 3.8.2. **Terminate, suspend, or restrict** your access to any or all of the Services.
  - 3.8.3. **Terminate, suspend, close, place on hold, or restrict** your access to any or all of your Account.
  - 3.8.4. **Decline to send information or instructions** to third parties (such as wallet operators).
  - 3.8.5. **Take any action deemed necessary** with immediate effect, for any reason, including:
    - a. You are or become ineligible to use one or more of the Services.
    - b. We have reasonable grounds to suspect that:
      - o The person accessing your Account is not you, or the account is or will be used for unauthorized, illegal, or fraudulent purposes.
      - o More than one person is using the same account, or such use suggests unauthorized or unlawful activity.
      - o The information you provided is false, outdated, incomplete, or misleading.
    - c. We have legitimate concerns regarding your creditworthiness or financial condition, including:
      - o If you are an individual: bankruptcy, unsound mind, act of bankruptcy, or legal proceedings started against you.
      - o If acting on behalf of a partnership: death, bankruptcy, unsoundness of mind of any partner; steps to dissolve or alter partners or partnership structure.

- o If acting on behalf of a corporation: inability to pay debts when due; initiation of insolvency, receivership, judicial administration, or similar proceedings.
  - o Any proposal, compromise, or assignment for the benefit of creditors, or calling creditors' meetings.
  - d. Pending submission of requested information or documentation.
  - e. Pending submission of enhanced due diligence documentation.
  - f. A legal or regulatory obligation exists, or we are required to comply with a court order or regulatory authority.
  - g. We determine or reasonably suspect:
    - o You have violated these Terms or any Product Terms.
    - o You have breached any warranties or made false representations.
    - o Any transaction is unauthorized, erroneous, fraudulent, or unlawful, or the account or service is being used in a fraudulent or unauthorized manner.
    - o There is suspected involvement in money laundering, terrorist financing, fraud, or any other criminal activity.
  - h. Your account usage is subject to pending or threatened litigation, investigation, or regulatory proceedings, or we perceive an increased risk of legal or regulatory non-compliance in your activities.
  - i. Account is inactive. User Account is considered inactive if the User has not logged into the User Account via Platform for more than one (1) year (twelve consecutive months). The Operator may delete Inactive User Accounts after three previous email warnings made thirty (30), ten (10), and one (1) day before the deletion.
  - j. You owe amounts to us that remain unpaid.
  - k. Emails sent to your registered email address return as undeliverable.
  - l. An issue arises regarding the verification of your identity.
  - m. You take actions that circumvent our controls—such as creating multiple accounts without consent or abusing promotional offers.
  - n. Any other legitimate reason exists necessitating such action.
- 3.9. In case of termination access to your Account, the relevant Operator shall pay unpaid confirmed Remuneration recorded on the User Account to the address of the User's wallet listed therein. If no address is listed in the User Account, the relevant Operator or the Platform Hosting Provider on behalf of the relevant Operator shall, before deleting the User Account, send the User an email request specifying the wallet address. If the User fails to provide the Operator with the required information within thirty (30) days of sending the request, all the unpaid confirmed reward recorded on the User's Account is considered a contribution to the operation of the Platform Services.
- 3.10. The User can also delete the User Account on the personal Account page or contact support team by [support@emcd.io](mailto:support@emcd.io). After confirmation of the User Account deletion, the User loses the right to claim payment of any unpaid confirmed Remuneration recorded on the Account.

#### 4. MINING

- 4.1. Computing power provision. During the existence of the User Account, and subject to eligibility and availability, the User is entitled to provide computing power to the relevant Operator by using the User's hardware to perform processing operations sent to the User by or on behalf of the relevant Operator for cryptocurrency mining.
- 4.2. The Operator undertakes to exploit the provided and received computing power for cryptocurrency mining. The User acknowledges that the Operator may not always perform the mining itself in its name and on his Account and agrees that it may be performed by third parties different from the Operator, possibly on their Account according to the ToS agreed between the Operator and this third parties. The Platform Hosting Provider does not exploit, receive or purchase computing power from Users and is not responsible for mining operations, Remuneration calculation or Remuneration payment.
- 4.3. The Operator is entitled not to accept the computing power offered by the User (that is to refuse it) without having to give a reason, either temporarily regarding all Users (for example, due to technical problems of the Service, etc.) or merely from certain Users (for example due to the User Account suspension, etc.).
- 4.4. The User is entitled to remuneration (**Remuneration**) from the relevant Operator for performed processing operations, that is, for providing the computing power, depending on the actual amount of mined cryptocurrency and the so-called scoring hash rate at the time of extraction of a cryptocurrency block that is valid and that is subsequently accepted to the cryptocurrency network.
- 4.5. In the case of the so-called fork, the mined block is not accepted by the main blockchain of cryptocurrency (so-called orphaned block). Users are not entitled to any Remuneration or reimbursement of any costs incurred in relation to mining the particular block. In the case of the so-called hard fork in case the cryptocurrency blockchain is divided into two chains to create a new cryptocurrency, the User is not entitled to any so-called

forked coins of  
the new cryptocurrency.

- 4.6. The amount of the Remuneration of the User is calculated and paid by the relevant Operator daily from 4:00 to 5:00 p.m. (1:00 – 2:00 p.m. UTC), unless otherwise stated in the User Account or applicable Product Terms.
- 4.7. Claims for unpaid or incorrectly paid payments are only accepted within two days from when the payment was made or should have been made.
- 4.8. The Remuneration is paid in a cryptocurrency, mining of which gave rise to the Remuneration claim unless stated otherwise in the case of a particular cryptocurrency.
- 4.9. The User agrees that if a third person different from the Operator was mining the cryptocurrency using the User's computing power, that person itself is entitled (but not obliged) to pay the confirmed Remuneration to the User from the mined resources and the User undertakes to accept the Remuneration from that third person. In such case, the User is not entitled to the payment of the Remuneration from the Operator, and the claim to the unpaid confirmed Remuneration against the Operator does not arise. For the avoidance of doubt, the Platform Hosting Provider shall not be considered such third person solely by virtue of hosting or technically making available the Platform.
- 4.10. Unless otherwise agreed, the confirmed Remuneration is always paid to the address of the User's wallet listed in their User Account. The User acknowledges that neither the Service nor the User Account is an electronic wallet intended to store the User's cryptocurrencies. The Remuneration is considered duly paid when sending it to the address of the User's wallet listed in the User Account.
- 4.11. The Users may be offered options to convert the cryptocurrency to other digital assets or fiat currency. The Users should remember that such services are provided by other companies and not the Operator. The Operator should bear no liability for the quality and timeliness of such services.
  - 4.11.1. The P2P Services relating to the sale of cryptocurrency for fiat currency are governed by the EMCD P2P Services Terms of Use (**P2P Services ToU**) available within the Platform. For the avoidance of doubt, the P2P Services comprise separate functional components: (i) P2P Bulletin Board Services, provided by the Bulletin Board Operator, which are limited to online bulletin-board functionality for user-generated advertisements; and (ii) P2P Transaction Support Services, provided by **EMCD FINTECH CORP.**, including custodial wallet functionality, Digital Asset escrow, release, return, compliance and dispute-support functions, where applicable and as further described in the P2P Services ToU. The Platform Hosting Provider hosts and technically makes available the Platform interface through which such functionality may be accessed, but does not provide P2P Bulletin Board Services or P2P Transaction Support Services. The relevant Operator for Mining Pool Services does not provide P2P Services unless expressly identified as the provider of such services in the applicable Product Terms. Users must review the P2P Services ToU before using any P2P Services. By using any P2P Services, Users accept and agree to comply with the P2P Services ToU. **EMCD FINTECH CORP.** may amend the P2P Services ToU from time to time in accordance with the amendment mechanics set out therein or within the Platform.
  - 4.11.2. The services of exchange of cryptocurrency to other digital assets are provided by external third-party services providers. The terms of rendering by such exchange services are not regulated by these General Terms or P2P Services ToU. The Operator should bear no liability for any losses incurred by the Users due to the use of any exchange services. The Users should be responsible for reviewing the terms of the rendering of the services by such external third-party service providers before using their services. This paragraph does not apply to P2P Transaction Support Services provided by **EMCD FINTECH CORP.** under the P2P Services ToU, nor does it make the Platform Hosting Provider or the relevant Operator for Mining Pool Services responsible for any exchange, conversion, custody, escrow, release or transaction-support services provided by another Partner or third-party provider.
  - 4.11.3. Buyer/ seller is obliged to provide payment receipts to the counterparty upon request. If you refuse to provide a payment receipt, the other party has the right to withhold the cryptocurrency until such receipt is provided. Facilitation of any holding, continued holding, release or return of Digital Assets in connection with P2P Services shall be performed by **EMCD FINTECH CORP.** under the P2P Services ToU, and not by the Bulletin Board Operator, the Platform Hosting Provider or the relevant Operator for Mining Pool Services.
- 4.12. All the provided computing power (mining) and the unpaid confirmed Remuneration are recorded within the User Account. In case of deletion of the User Account, the User waives all of their claims (in particular for the Remuneration payment) against the Operator and, as the case may be, against any other third party operating the Mining Pool Services. The unpaid confirmed Remuneration shall no longer be paid after the User Account's deletion. From then on, it is considered a contribution to the Mining Pool Services operation.
- 4.13. The computing power provided by the User can be used for so-called merged mining when the computing power is used besides mining primary cryptocurrency and other secondary cryptocurrencies. In such case, the User is

entitled to the Remuneration for mining primary cryptocurrency according to the ToS and may also be entitled to an additional Remuneration for mining secondary cryptocurrencies.

- 4.14. The User acknowledges that the result of the mining depends mainly on luck, the result of the mining cannot be foreseen, and the amount of the User's Remuneration is therefore variable; there may even be no Remuneration at all under some circumstances, and the Remuneration is in no case fully or partially guaranteed by the Operator.
- 4.15. The Operator furthermore declares that the specific calculation mechanism of the Remuneration attributable to the individual miners shall be published in the related section of the User Account. In case of any modification of the calculation mechanism, such change shall be also always published.
- 4.16. In this regard, the User further acknowledges that although the Operator constantly attempts to improve the security of the Service against hacking and other similar attacks, these attacks regularly occur, and possible successful attacks may lead to the loss of a certain amount (or even all) of mined cryptocurrency means gathered in the wallet, which will be irreversible. In such a case, neither the Operator nor any other person responsible for the operation of Mining Pool Services shall be held liable to the User for the loss or theft of these means or for the related inability to pay the full Remuneration or for a reduction of such Remuneration.
- 4.17. The User undertakes to minimize the risk themselves by keeping in secret their User Account access information and(or) performing reasonable actions for improving the information security of the User's personal device.
- 4.18. The User is responsible for providing the correct payment information (in particular, the correct address of their wallet) within their User Account. In this respect, the User acknowledges that once sent, the Remuneration payment is irreversible and cannot be repeated, even if it was sent to an incorrect address of the User. The Operator is not liable for any damage incurred by the User by sending the Remuneration to the address of a wallet the owner of which refuses to pass the Remuneration to the User or to which the User has no longer access.
- 4.19. Transaction fees are always paid by the person who pays the confirmed Remuneration according to the Remuneration value and Remuneration terms published in the User Account. If the transaction fees are fully or partially Accountable to the User according to the Remuneration terms, the paid Remuneration shall be reduced accordingly.
- 4.20. The Operator reserves the right to penalize any breach of the ToS by the User, which could advantage or disadvantage any User in mining on the Mining Pool Services (in particular in the Remuneration determination) or which could influence the operation or availability of the Service, by a penalty up to the amount of the Remuneration that the User would have been otherwise entitled to according to the ToS. In such case, the Operator shall not confirm the respective part of the Remuneration to the User and(or) shall nullify the prospective part of the confirmed Remuneration and delete it from the records within the User Account and(or) may claim a refund of the Remuneration that has already been paid. This is without prejudice to any claim against the User for damages in excess of the penalty claimed hereunder. This is also without prejudice to the Operator's right to proceed simultaneously following the ToS.
- 4.21. Any Remuneration claims and related complaints of the Users shall always be made against and settled by the relevant Operator. The Platform Hosting Provider shall have no liability for Remuneration claims, Remuneration calculation, Remuneration payment or mining results.
- 4.22. The Operator seeks to facilitate the mining of other cryptocurrencies in the future (if it does not allow it already in the case of certain cryptocurrencies) if the technical conditions and the state of the Mining Pool Services development so allow.
- 4.23. If other cryptocurrencies are mined, the ToS shall apply accordingly to their full extent, and the User acknowledges it.

## **5. Mining Pool Services Operation**

- 5.1. The relevant Operator endeavors to provide continuous, uninterrupted Mining Pool Services operation, through the Platform hosted by the Platform Hosting Provider, so that the User can provide the computing power (mine) at any time. However, the User acknowledges that due to the maintenance, repairs, and(or) exceptional outages, the Operator does not guarantee uninterrupted (100%) availability of the Mining Pool Services.
- 5.2. If the Mining Pool Services is unavailable due to a planned temporary maintenance shutdown, the Operator, or the Platform Hosting Provider, as applicable, shall inform the User not later than one (1) day before the shutdown via Mining Pool Services or in any other suitable way, if possible.
- 5.3. Neither the Operator, the Platform Hosting Provider, Partners, nor any other person involved in rendering, hosting or technically supporting the Mining Pool Services or the Platform shall be liable for any damage incurred by the User as a consequence of planned or unplanned shutdown, outage, maintenance, degradation,

interruption or unavailability of the Mining Pool Services or the Platform, except to the extent such liability cannot be excluded under applicable law.

- 5.4. The User is solely responsible for setting up its hardware in a way that allows the hardware to reconnect to the Mining Pool Services automatically when the Mining Pool Services becomes available after the shutdown or outage.
- 5.5. The User hereby waives to the fullest extent permitted by applicable law the right to claim damages incurred due to computing power provision (services provision) as well as damages incurred due to any other Platform activity or information published on the Platform and also any other related damages, in particular the damages (loss of earnings) incurred as a result of non-fulfillment of User's expectations regarding the amount of Remuneration for the provided services, a complete failure to provide a Remuneration, damages to software or hardware of the User and also damages incurred due to any loss of data on the hardware and software components of the User.
- 5.6. The User acknowledges that the mining process is very demanding on the hardware's computing power, which can cause an increase in electricity consumption and accelerate wear on some of the hardware components. The Operator is not liable for any such costs, wear and tear, or damages incurred thereby.
- 5.7. The User acknowledges that they are solely responsible for setting up their hardware device used for providing the computing power for the Service mining, as well as for any possible damage of its hardware components that may result from incorrect or incomplete settings.
- 5.8. Suppose third-party software is used to perform the computing operations (mining). In that case, the Operator is not liable for any collection of the User's personal data by this third party, for any functionality of such software, or its direct or indirect effects on the User's hardware components and(or) improper mining results, etc.
- 5.9. Considering the subject of the Contract is the provision of services to the Operator by the User, the User and the Operator hereby agree that the provision of services shall be commenced as soon as the User provides the computing power, and the Operator accepts it for the first time. The User hereby expressly agrees therewith.
- 5.10. Users can stop using the Mining Pool Services at any time by deleting their Accounts. The Operator may also stop providing Mining Pool Services or add or create new limits to the Mining Pool Services at any time.
- 5.11. In its absolute discretion, the relevant Operator may alter or amend any Mining Pool Services offered via the Platform at any time. The Platform Hosting Provider may alter, amend, suspend or maintain the Platform, interface, hosting environment or technical infrastructure at any time.
- 5.12. Whenever unexpected system errors, bugs, or problems occur in the software or hardware we use to operate the Platform, we will take immediate steps to fix the problem. We do not accept any liability for IT failures caused by your equipment used to access the Platform or errors related to your internet service provider.

## **6. EMCD Card**

This section applies only to Card-related functionality and does not affect the allocation of roles between the Platform Hosting Provider and the relevant Operator in respect of Mining Pool Services.

- 6.1. EMCD Card (the "Card") is Mastercard (the "Payment Processors") debit card that can be used worldwide wherever Payment Processors are accepted by merchant. EMCD card is issued by METABANK INC, a company registered in the United States with Document # 20231581273, operating under the KazePay brand (the "KazePay"). To use the Card, you must agree to the General terms and to the KazePay terms and conditions located at <https://kazepay.io/terms-and-conditions/> (the "KazePay Terms").
- 6.2. The user has the right to apply for a Card after accepting the terms and conditions and completing the KYC procedure in their personal Account. The Operator has the right not to disclose the reasons for refusing to issue a Card. If at any point you fail to comply with KYC requirements, the Operator reserves the right to suspend your access to the Card until the circumstances are clarified.
- 6.3. You must be at least 18 years old to apply for EMCD Card. If the Operator finds out that the User is under 18 years of age, access to the Card will be suspended and the funds frozen.
- 6.4. You agree to familiarize yourself with the information about the supported cryptocurrency in your Account. You hereby authorise the Operator to facilitate the transfer of your cryptocurrency, the proceeds of which you authorise the Operator to use to fund card transactions in USD.
- 6.5. The Card can be used to purchase goods and services from merchants at point-of-sale terminals, over the telephone, online, or on payment platforms, that accept Payment Processors cards ("Card Transactions"). The Card is denominated in USD. Any other currency of Card Transactions will convert the sum using the exchange rate of KazePay. Operator may charge commission for conversion of Card Transactions.

- 6.6. The Card may only be used by the Cardholder and must not be transferred, assigned, or otherwise made available to any third party.
- 6.7. You shall take all reasonable measures to safeguard the Card, Personal Identification Number (PIN), and any authentication credentials. You shall not disclose the PIN or other access codes to any unauthorized person. You are solely responsible for any transactions resulting from the loss, theft, or misuse of the Card or credentials.
- 6.8. You agree not to use the Card for any unlawful purpose, including but not limited to online gambling or the purchase of prohibited goods or services. KazePay reserves the right to decline transactions that it deems suspicious, unauthorized, or non-compliant with applicable laws or internal risk policies.
- 6.9. Transaction and withdrawal limits may apply to the use of the Card, and such limits may be modified from time to time. Card limits are displayed in your Account.
- 6.10. You must promptly notify the Operator of any suspected unauthorized transaction or security breach.
- 6.11. The maximum execution time of the Card Transaction itself is dependent on actions being taken by the merchant, card scheme and/or other service providers. Operator will use commercially reasonable endeavors to comply with and adhere to the card scheme's settlement timing requirements. However, in any case, the Operator cannot be held liable for any losses or damages caused by the timing of the transaction.
- 6.12. Restriction, Suspension, and Termination of Card
  - 6.12.1. The Operator reserves the right, at its sole discretion and without prior notice, to restrict or suspend the ability to use the Card, in whole or in part, where:
    - a) there is a reasonable suspicion of fraudulent, unauthorized, or illegal use of the Card;
    - b) the User is in material breach of this ToS or any applicable laws or regulations;
    - c) the User account is overdrawn, frozen, closed, or subject to a legal or regulatory hold;
    - d) there are operational, technical, or security-related issues that, in the Operator's reasonable opinion, necessitate such restriction or suspension to protect the integrity of the Platform.
  - 6.12.2. The User may refuse to use the Card at any time by blocking the Card in the Account on the Platform.
  - 6.12.3. Upon restriction, suspension, or termination of the Card:
    - a) the Card shall immediately be rendered inactive and may no longer be used for any transactions;
    - b) the User remains liable for all transactions and obligations incurred prior to such action;
    - c) the KazePay may cancel any pending or pre-authorized transactions that have not yet been settled.
  - 6.12.4. Reinstatement of Card privileges, if applicable, shall be at the sole discretion of the KazePay and may be subject to verification procedures, resolution of the underlying issue, or satisfaction of any outstanding obligations.
- 6.13. In the event of a conflict between this ToS, and the KazePay Terms, the provisions of the KazePay Terms shall prevail.
- 6.14. Operator will not be liable to you for any loss arising from
  - 6.14.1. A merchant refusing to accept a Card;
  - 6.14.2. KazePay restricting, suspending, or terminating a Card or refusing to issue or replace a Card in accordance with these ToS;
  - 6.14.3. KazePay declining a Card Transaction that you make or attempt to make using a Card;
  - 6.14.4. Operator restricting, suspending, or terminating your any related Services; or
  - 6.14.5. Operator compliance with any applicable laws and regulations.

## **7. Limitation of Operator Liability. ToS Breach.**

- 7.1. The Operator, the Platform Hosting Provider, the App Store Publisher and Partners will provide the Services, Platform hosting, technical access functionality, app-store publication or other service components for which each of them is expressly responsible with reasonable skill and care and substantially as described in the ToS and applicable Product Terms. For the avoidance of doubt, the App Store Publisher is responsible only for publication or distribution of the mobile application in mobile application marketplaces, unless **EMCD Tech Limited** is also expressly identified as the relevant Operator, Partner or service provider for the relevant Service. The Operator and its Partners do not make any other promises or warranties regarding the Platform, or the Services offered via the Platform and hereby exclude (to the full extent permitted by the law) all implied warranties in this respect.
- 7.2. The Operator and its Partners shall not be liable in contract, tort, negligence, or otherwise, for any loss or damage, including but not limited to the loss of data, profits, business, opportunities, goodwill, or reputation, as

well as business interruption or any losses which are not currently foreseeable by us arising from or in any way connected with your use, of any link contained on the Platform.

7.3. You hereby agree:

- 7.3.1. to fully indemnify and hold harmless the Operator, the Platform Hosting Provider, the App Store Publisher, Partners, their respective directors, employees, partners, affiliates and service providers for any cost, expense, loss, damages, claims, liabilities, and expenses, including legal fees and any other charges whatsoever, howsoever caused that may arise in relation to your use of the Platform.
- 7.3.2. that the Operator may recover compensation for damages and losses incurred through your fault from your account on the Platform. The amount will be proportionate and appropriate to the loss incurred.
- 7.4. Except to the extent expressly provided in the P2P Services ToU with respect to P2P Transaction Support Services provided by **EMCD FINTECH CORP.**, neither the Platform Hosting Provider, the relevant Operator for Mining Pool Services, nor the Bulletin Board Operator is a party to any P2P transaction between Users. The Bulletin Board Operator provides only P2P Bulletin Board Services and has no right or obligation to hold, release, return, settle, process or otherwise administer any Digital Assets or fiat payments. The Platform Hosting Provider hosts and technically makes available the Platform interface only and has no right or obligation to provide, control, guarantee or assume liability for any P2P transaction, P2P Bulletin Board Service or P2P Transaction Support Service. Any dispute relating to Digital Asset escrow, release, return, payment evidence, suspected fraud, suspected illegality, sanctions exposure, AML/CFT concerns or transaction-support actions shall be handled in accordance with the P2P Services ToU by **EMCD FINTECH CORP.**, where applicable. No Operator, Platform Hosting Provider, Partner or service provider shall assume any financial or non-financial obligations or responsibilities of another entity, except as expressly provided in the applicable Product Terms.
- 7.5. The identification of **EMCD Tech Limited** as the developer, seller, publisher, distributor or similar app-store-facing entity in any mobile application marketplace shall not be construed as a representation that **EMCD Tech Limited** provides, controls, guarantees or assumes liability for all Services accessible through the mobile application. Such app-store-facing identification is made solely because mobile application marketplaces require a single publishing entity or developer account. The relevant provider of each Service shall be determined exclusively in accordance with these ToS and applicable Product Terms.
- 7.6. If you believe a third party has behaved in a fraudulent, misleading or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify the relevant support channel identified within the Platform or the applicable Product Terms. Any such notification does not make the Platform Hosting Provider, the relevant Operator for Mining Pool Services or the Bulletin Board Operator a party to the relevant transaction and does not create any obligation to resolve the dispute, except to the extent expressly provided in the P2P Services ToU with respect to P2P Transaction Support Services provided by **EMCD FINTECH CORP.** Any dispute or loss caused by a User's failure to amend or confirm the transaction status, provide relevant information, submit an application or respond in a timely manner shall be borne by that User, except as otherwise expressly provided in the P2P Services ToU.
- 7.7. The Operator is not responsible for incorrectly specified details of the transfer network. The Operator has the right to deduct USD 100 from User in case of a refund after specifying the wrong network.
- 7.8. You will be required to fully cover any claims, liabilities, costs, or expenses (including legal fees) and any other charges that may arise due to your violation of the ToS.
- 7.9. The relevant Operator, Platform Hosting Provider, Partner or service provider shall not be responsible for transactions, instructions, releases, returns, access requests or other actions that have not passed applicable AML/CFT, sanctions, fraud-prevention, platform-integrity or compliance procedures and have therefore been rejected, suspended, delayed, restricted or cancelled. Where P2P Transaction Support Services are used, any refund, return, deduction of fees, deduction of costs or rejection mechanics shall be governed by the P2P Services ToU and administered by **EMCD FINTECH CORP.**, where applicable. Neither the Platform Hosting Provider nor the relevant Operator for Mining Pool Services shall be responsible for any refund, return, release, non-release, deduction or rejection relating to P2P Transaction Support Services, unless expressly provided otherwise in the applicable Product Terms.
- 7.10. The Operator is not responsible for transactions that have no required destination tag or MEMO that allows to identify User. The Operator has the right to not refund crypto until User provides comprehensive evidence of ownership of the assets to User. The User is aware of and accepts all risks of asset loss associated with the absence of the destination tag or MEMO.
- 7.11. The User must adhere to the following rules when communicating with Support Team and other users of the platform.:
  - a) do not allow aggressive behavior;

- b) act politely and with respect;
- c) do not insult, do not threaten or blackmail any member of the Support Team and other users of the platform.

In case of violation, the Operator may suspend the provision of technical support services. In case of systematic violation (two or more times) the Operator can block the User's account.

## 8. Supported cryptocurrency

8.1. The Platform services are only available with the supported cryptocurrencies. The Operator may change list of supported cryptocurrencies from time to time. We may remove or suspend one or more cryptocurrencies from the list of supported cryptocurrencies, and we will use reasonable commercial efforts to notify you in advance.

Operator can't be liable for any attempt to use non supported cryptocurrency on the Platform.

8.2. The relevant wallet provider, Operator or Partner, as applicable, may add new cryptocurrencies to the Wallet or relevant Service. The Operator is not affiliated with any cryptocurrency and does not own, develop, or control any cryptocurrency project. The inclusion of any cryptocurrency in the Wallet shall not imply or constitute any responsibility, endorsement, sponsorship, or liability of the Operator regarding supported cryptocurrency. The fact that a cryptocurrency is supported in the Wallet, available through any Service, advertised through P2P Bulletin Board Services, or eligible for P2P Transaction Support Services does not constitute a recommendation, endorsement, guarantee of liquidity, guarantee of market value, confirmation of legality in any jurisdiction, or obligation of the Platform Hosting Provider, the relevant Operator, **EMCD FINTECH CORP.**, the Bulletin Board Operator or any other Partner to support such cryptocurrency across all Services.

8.3. You acknowledge and agree that:

(a) you have read, understood and accepted all of the terms and conditions and risks associated with each particular cryptocurrency before entering into any transaction relating to that cryptocurrency, and;

(b) Operator does not and will not in any circumstances have any no obligation whatsoever to purchase, repurchase or effect or facilitate the redemption of your cryptocurrency. We reserve the right to change, suspend, or discontinue any service in relation to any cryptocurrency at any time in our sole discretion.

8.4. By using the Platform in relation to supported cryptocurrencies, you acknowledge and agree that:

8.4.1. The Platform does not warrant or represent that any supported cryptocurrencies is secure, immune from fraud, or free from malicious conduct by third parties (including so-called "rug pulls"). You assume all risk associated with your use of any supported cryptocurrencies.

8.4.2. The Platform makes no promise or implication of liquidity, sustained market value, or ongoing market formation for any supported cryptocurrencies.

8.4.3. No assurances are made regarding the integrity or conduct of token developers, third-party issuers, or smart contracts behind the supported cryptocurrencies. Users should perform their own due diligence regarding token structure, token-omics, development teams, and lock-up provisions.

8.5. No advertisement of any supported cryptocurrency shall be construed or deemed as advice or a recommendation to acquire, purchase, subscribe to, or invest in such cryptocurrency.

8.6. Erroneous Deposits Not Eligible for Recovery

8.6.1. Erroneously credited deposits in an amount of less than 100 USDT (or the equivalent amount in another cryptocurrency at the time of crediting) shall not be eligible for return.

8.6.2. The User shall bear full responsibility for verifying supported cryptocurrencies and wallet address prior to initiating any transfer of funds.

8.6.3. No return of funds shall be carried out where any AML-related risks, sanctions restrictions, or suspicions of unlawful origin of funds are identified.

8.7. Erroneous Deposits Eligible for Recovery

8.7.1. Erroneously credited deposits in the amount of 100 USDT or more may be recovered to the User, subject to the following conditions:

a) The cryptocurrency was transferred via a supported blockchain network, but in the form of an unsupported token or coin.

b) The User has submitted a corresponding request to Customer Support within 72 hours.

8.7.2. A recovery shall not be guaranteed in the following cases:

- a) The cryptocurrency was transferred via an unsupported blockchain network.
- b) The transaction was sent to an incorrect address, including but not limited to smart contract addresses, system addresses, unsupported addresses within the relevant network.

## 8.8. Service Fee for Recovery

8.8.1. The Operator shall charge a fixed fee of 100 USDT (or the equivalent amount in a supported cryptocurrencies). The equivalent amount shall be determined based on the Operator's internal exchange rate at the time the transaction is actually credited to the system. Operator does not and will not in any circumstances be liable for the changes of cryptocurrencies rate during recovery procedure.

8.8.2. Payment of the fee shall constitute a mandatory precondition for initiating the recovery process.

8.8.3. Any applicable network (gas) fees for the return transaction shall be additionally deducted from the amount to be returned.

8.8.4. The fee is charged for:

- a) technical analysis,
- b) processing of the request, and
- c) the attempt to recover the funds.
- d) If, as a result of the analysis, it is determined that:
- e) recovery is technically infeasible, or
- f) recovery is otherwise impossible,
- g) the fee shall be **non-refundable**.

8.8.5. Payment of the fee constitutes the User's acknowledgement and acceptance that the service is limited to an analysis and recovery attempt, and does not guarantee a successful outcome.

8.8.6. Payment of fee may be made in any supported blockchain network via top up of the wallet on the Platform.

## 8.9. Recovery Timeframes

8.9.1. The analysis and recovery of erroneously credited cryptocurrencies shall be completed within up to 15 Business Days from the date of confirmation of fee payment.

8.9.2. In exceptional cases, the processing period may be extended. The User shall be notified accordingly by Customer Support.

## 8.10. Interaction with Customer Support

8.10.1. To initiate a recovery request, the User shall provide the following information:

- Transaction ID (TxID / transaction hash) of the erroneous deposit;
- Blockchain network name;
- Cryptocurrency name and contract address (if applicable);
- Recipient address (which must correspond to the deposit address assigned to the User).

8.10.2. The request processing procedure shall be as follows:

- a) The User submits a request to Customer Support, including all required information.
- b) Customer Support reviews the request and collects Recovery Fee.
- c) The User completes payment and provides confirmation to Customer Support.
- d) Upon receipt of payment confirmation, Customer Support notifies the User that the case has been initiated.
- e) The Operator performs analysis and, where feasible, proceeds with the recovery of funds within the established timeframe.

8.10.3. In the event of incomplete or inaccurate information, Customer Support reserves the right to reject the recovery request by its sole decision.

8.11. The return of cryptocurrency shall be effected exclusively to the sender's address from which the original transaction was made, unless otherwise agreed by the Operator following the completion of additional verification procedures.

## 9. Trademarks and Copyrights

- 9.1. The Operator, the Platform Hosting Provider and(or) Partners either owns all the intellectual property rights for all the content available for the User on the Platform, including but not limited to the underlying HTML (or other source code), text, images, audio/video clips or has obtained the permission of the owner of the intellectual property to use the specified content.
- 9.2. User is granted a nonexclusive, nontransferable, revocable, limited license to access and use the Platform and content per the General Terms, provided that:
  - The User agrees that the Operator and Partners should not be liable for any losses that may incur as a result of using this limited license;
  - The User shall not modify any of the contents and use it for commercial purposes;
  - The User shall not copy, reproduce, or in any other way share the above-stated content. The User shall not perform any actions aimed at using the above-stated content in any unreasonable way and(or) causing any harm and(or) malfunction of the Platform.
- 9.3. At its sole discretion, the Operator reserves the right to change, modify, add, remove, or terminate this license at any time for any reason.
- 9.4. No other use is permitted without the express written permission of the Operator. Nothing in this notice implies any right in any copyright of the Operators or other copyright owner's content provided on the Platform.
- 9.5. Except as expressly provided in these ToS, nothing contained herein shall be construed as conferring on User or any third party any license or right to intellectual property rights. The Platform and the content are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. Any proprietary notice should not be removed when using or downloading any content from the Platform. The User is not granted the right to use any branding or logos provided within the Platform.

## 10. Applicable Law and Jurisdiction

- 10.1. These ToS constitute framework terms governing access to the Platform and different service components made available through it. Unless otherwise stated in applicable Product Terms or required by mandatory applicable law, each dispute, claim or legal relationship arising out of or in connection with a specific Service or service component shall be governed by the law applicable to the entity expressly identified in these ToS or applicable Product Terms as the provider of that specific Service or service component. The fact that several Services or service components are accessible through a common Platform, common Account, shared login, mobile application, interface, brand, API, hyperlink, widget or technical integration shall not alter the governing law or dispute resolution provisions applicable to the relevant Service provider.
- 10.2. For Users whose relevant Operator is Exchange Management LLC, these ToS and any dispute or claim arising out of or in connection with the Mining Pool Services, the Contract, Remuneration or the legal relationship between the User and Exchange Management LLC shall be governed by the laws of Georgia, and the User irrevocably submits, for the benefit of Exchange Management LLC, to the exclusive jurisdiction of the competent courts of Georgia.
- 10.3. For Users whose relevant Operator is **EMCD Tech Limited**, these ToS and any dispute or claim arising out of or in connection with the Mining Pool Services, the Contract, Remuneration or the legal relationship between the User and **EMCD Tech Limited** shall be governed by the laws of Hong Kong, and the User irrevocably submits, for the benefit of **EMCD Tech Limited**, to the exclusive jurisdiction of the competent courts of Hong Kong.
- 10.4. Any dispute or claim arising out of or in connection with Wallet Services, Coinhold Services, any Digital Asset balance, deposit, withdrawal, transfer, custody or safekeeping functionality, any Coinhold subscription, lock-up, allocation, accrual, reward, return, redemption, cancellation, suspension, restriction, account action, transaction instruction, fee, deduction, delay, failed transaction, missing tag/MEMO, erroneous deposit, recovery request, or any other legal relationship between the User and **EMCD FINTECH CORP.** in connection with Wallet Services or Coinhold Services shall be governed by the laws of the Republic of Panama, without regard to its conflict of law principles. The User irrevocably submits, for the benefit of **EMCD FINTECH CORP.**, to the exclusive jurisdiction of the competent courts of the Republic of Panama in respect of any such dispute or claim, unless mandatory applicable law requires otherwise.
- 10.5. Any dispute relating solely to Platform hosting, technical access, interface availability or infrastructure provided by the Platform Hosting Provider shall be governed by the laws of the UAE, and the User irrevocably submits, for the benefit of the Platform Hosting Provider, to the exclusive jurisdiction of the courts located in the UAE.
- 10.6. Nothing in this section shall be construed as requiring any Operator, Platform Hosting Provider, Partner or third-party provider to submit to the governing law or forum applicable to another entity's services, unless such entity has expressly agreed to do so.
- 10.7. Notwithstanding the foregoing, Product Terms applicable to specific Services may provide for separate

governing law and dispute resolution provisions. If Product Terms applicable to Wallet Services or Coinhold Services are not made available to the User, or if such Product Terms do not contain separate governing law and dispute resolution provisions, then the governing law and jurisdiction provisions applicable to EMCD FINTECH CORP. under this section shall apply to Wallet Services and Coinhold Services. Any dispute relating specifically to P2P Services shall be governed by the P2P Services ToU to the extent provided therein. Any dispute relating specifically to Platform hosting, interface availability, technical access or infrastructure shall be governed by the provisions applicable to the Platform Hosting Provider. Any dispute relating specifically to Mining Pool Services, the Contract or Remuneration shall be governed by the provisions applicable to the relevant Mining Pool Services Operator. Any dispute relating specifically to Wallet Services or Coinhold Services shall be governed by the provisions applicable to EMCD FINTECH CORP. Nothing in these ToS shall be construed as requiring any Operator, Platform Hosting Provider, App Store Publisher, Partner, Bulletin Board Operator or service provider to submit to the governing law or dispute resolution forum applicable to another entity's services or service components, unless such entity has expressly agreed to do so.

- 10.8. Any dispute relating solely to the publication or distribution of the mobile application by the App Store Publisher in a mobile application marketplace shall be governed by the law and forum applicable to **EMCD Tech Limited**, unless mandatory applicable law or the relevant mobile application marketplace terms require otherwise. For the avoidance of doubt, the app-store publication or distribution of the mobile application by **EMCD Tech Limited** shall not alter the governing law or dispute resolution provisions applicable to Services provided by another Operator, the Platform Hosting Provider, **EMCD FINTECH CORP.**, the Bulletin Board Operator, any Partner or any third-party service provider.

## 11. Transfer of Rights and Obligations

- 11.1. We reserve the right to transfer, assign, and sublicense or pledge the ToS, in whole or in part, to any person (without your consent), provided that any such assignment will be on the same terms or terms that are no less advantageous to you.

## 12. 2FA (PassKey)

- 12.1. The Platform Hosting Provider may provide or support PassKey authentication, a cryptographic two-factor authentication (2FA) method that uses a key pair: a private key stored securely on the user's device and a corresponding public key stored on our servers. Authentication is performed by verifying a signed challenge against the public key. The private key never leaves the user's device and can be synced across devices via Google Password Manager or iCloud Keychain using end-to-end encryption.
- 12.2. Users are solely responsible for managing their PassKey credentials. If all devices with PassKey access are lost and no backup authentication methods are configured, account recovery may not be possible. The Platform Hosting Provider recommends setting up multiple authentication options to ensure continued access.
- 12.3. The Platform Hosting Provider doesn't store or have access to Users' private keys. The public key is used solely for authentication purposes and does not contain personally identifiable information. For more details, please refer to our Privacy Policy."
- 12.4. The Platform Hosting Provider is not responsible for any issues arising from third-party password management services (such as Google Password Manager or iCloud Keychain), including but not limited to loss of access due to unsynchronized credentials, service outages, or changes in third-party policies."

## 13. Final Provisions

- 13.1. The headings in these ToS are provided for reference only and shall not affect the interpretation or construction of any provision.
- 13.2. If any of the ToS specified herein are determined to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision will to that extent be severed from the remaining terms, conditions, and provisions, which will continue to be valid to the fullest extent permitted by law. In such cases, the part deemed invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect our original intent as closely as possible.
- 13.3. Unless otherwise specified in the User Account or applicable Product Terms, notices and support requests relating to the Platform, Mining Pool Services or any other Services shall be submitted through support@emcd.io or the relevant support channel made available within the Platform. Such support channel may route the request to the relevant Operator, Platform Hosting Provider, Partner or third-party provider, as applicable.
- 13.4. Any email notifications made hereunder shall be deemed to have been delivered to the Operator at the time the

Operator confirms the delivery or the tenth (10) day after it has been delivered to the email address of the Operator above, whichever occurs earlier.

- 13.5. Any notices and announcements made hereunder, or any other messages addressed to the User, shall be sent by the Operator to the email address of the User specified in the User Account or made available to the User upon login into the User Account.
- 13.6. The User agrees to any future change of the Platform by the Operator. In case of such change, the User shall always be notified. If the User continues to use the User Account and to provide the computing power (to mine) after the notification of changes, it is considered an acceptance of such changes.
- 13.7. The Operator may at any time, without prior notice, permanently or temporarily terminate the operation of the Platform. In such case, the unpaid confirmed Remuneration recorded on the User Account shall be sent to the wallet specified therein.
- 13.8. The Operator is not obliged to provide the User with any consideration according to the ToS and(or) to provide the Platform availability and operation, if temporarily or permanently prevented by Force Majeure — event or circumstance that is extraordinary, unforeseeable and unpreventable by usual means and with proper care, and that occurred independently of the Operator's will — or by any mandatory compliance requirement, change in applicable law, or regulatory enforcement directive necessitating immediate operational modification regardless of its foreseeability; such event is, among other things, a serious hacking attack, such as so-called withholding attack, when the User sends back to the Operator only partial results of processed operations, but not found blocks. Upon the occurrence of any such event or compliance necessity, the Operator may immediately modify, suspend, or terminate the Platform or specific services and products early with immediate effect, whereupon the Operator's sole liability and obligation shall be strictly limited to the return of the User's available principal balances and considerations accrued up to the exact time of suspension via a withdrawal-only mechanism, free from any liability for delayed notifications, lost profits, or consequential damages.
- 13.9. These General Terms, including documents anticipated and referred to herein, constitute a complete definition of rights and obligations between the User and the relevant Operator in respect of the Mining Pool Services provided by such relevant Operator, between the User and the Platform Hosting Provider in respect of Platform hosting, interface and technical access functionality, and between the User and the App Store Publisher solely in respect of app-store publication and distribution of the mobile application, without prejudice to any separate or product-specific rights and obligations arising between the User and any Partner or service provider under the applicable Product Terms, including the P2P Services ToU.
- 13.10. The User acknowledges that by the conclusion of the Contract and by subsequent computing power provision, it enters into a legal relationship with the relevant Operator, who acts in its name and on its own account and who is solely responsible for the settlement of any and all of the User's claims related to the Mining Pool Services and their operation, even if mining, technical, hosting or other activities related to the operation of the Platform or Mining Pool Services have been provided in part or entirely by a third party different from the relevant Operator. The Platform Hosting Provider shall not be deemed to be the Operator, a party to the Contract, or a person responsible for Remuneration, mining results, mining operations or the settlement of User claims related to Mining Pool Services solely by virtue of hosting or technically making available the Platform. The publication or distribution of the mobile application by **EMCD Tech Limited** in its capacity as App Store Publisher shall not, by itself, make **EMCD Tech Limited** the Operator, a party to the Contract, or a person responsible for Remuneration, mining results, mining operations, P2P Services, Wallet Services, Coinhold Services, card services, exchange services or any other Services provided by another entity.
- 13.11. These General Terms come into effect upon their publication on the Platform.

**Last amended on 10/06/2026**