

TERMS OF SERVICE EMCD MINING

By registering an Account, accessing or using any mining-related Service made available through the Platform, or visiting any section of the Platform relating to such Services, the User agrees to be legally bound by these Terms of Service (the “ToS” or “General Terms”), together with the Privacy Policy, Cookie Policy, applicable Risk Disclosures, applicable Product Terms and the terms of any promotion, bonus or special offer expressly incorporated into the applicable contractual relationship.

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 the general contractual framework governing the User’s access to and use of the mining-related Services made available through the Platform.

The Mining Pool Services and Shared Mining are provided by the relevant Operator determined in accordance with these ToS. The relevant Operator is the User’s contracting counterparty in respect of the Mining Pool Services, Shared Mining, the Contract and any Remuneration arising therefrom.

Certain other mining-related IT products or functionality, including Firmware and Monitoring, may be subject to separate Product Terms and may be provided by the relevant Operator or by another Relevant Service Provider expressly identified in those Product Terms. The identity of the provider, scope of the relevant Service and any product-specific rights and obligations shall be determined by the applicable Product Terms.

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, authentication, technical access and related infrastructure and does not, solely by performing that role, become the Operator or Relevant Service Provider of any mining-related Service.

Where the Platform mobile application is published or distributed through a mobile application marketplace by EMCD Tech Limited in its capacity as App Store Publisher, such publication or distribution does not, by itself, make EMCD Tech Limited the provider of a Service for which another Operator or Relevant Service Provider is expressly identified 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. Cryptocurrency mining and mining-related Services involve substantial technological, operational, market and regulatory risks, and mining results and Remuneration are not guaranteed;
2. the legality and regulatory treatment of cryptocurrency mining and related Services differ between jurisdictions and may change, including through restrictions, licensing requirements or prohibitions. 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. Cryptocurrency may experience substantial volatility and may lose some or all of their economic value. The User is solely responsible for assessing whether use of the relevant Service is appropriate and lawful for the User.

These disclaimers are not exhaustive. The User must review the Risk Disclosures applicable to the relevant Service.

DEFINITIONS

1. “**Account**” means the User account registered on the Platform through which the User may access the Platform, manage authentication and Account information and access such Services and functionality as are made available to that User from time to time.

2. **“Applicable Law”** means any law, statute, regulation, rule, binding regulatory requirement, court order or other legally binding requirement applicable to the relevant User, entity, Service, transaction or activity.
3. **“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, solely to the extent it publishes or distributes the Platform mobile application through Apple App Store, Google Play or another mobile application marketplace. Acting as App Store Publisher does not, by itself, make EMCD Tech Limited the Operator or a Relevant Service Provider in respect of any Service.
4. **“Contract”** means a computing power agreement between the User and the relevant Operator governing the User’s provision of computing power in connection with the Mining Pool Services or Shared Mining and the corresponding entitlement to Remuneration, if any, under these ToS.
5. **“Digital Asset”** means a cryptographically secured digital representation of value that may be transferred or stored using blockchain, distributed-ledger or comparable technology and that is supported in connection with the relevant Service.

References in these ToS to “cryptocurrency” or “cryptocurrencies” shall, unless the context requires otherwise, be construed as references to Digital Assets.

6. **“Eligible User Location”** means the jurisdiction, residency, citizenship, place of incorporation or establishment, current location, IP-based location, device location, tax residence and any other location-related information reasonably used by the Operator or Relevant Service Provider, as applicable, for determining eligibility to access the relevant Service and the identity of the applicable service provider. Where location indicators are inconsistent, incomplete or create legal, regulatory, sanctions or other material risk, the Operator or Relevant Service Provider, as applicable to the relevant Service, may apply the most restrictive treatment, request additional information, restrict access to that Service or refuse onboarding.
7. **“Firmware”** means mining-device firmware software or related functionality made available through the Platform or otherwise in connection with the Services, to the extent described in the applicable Product Terms.
8. **“hashrate”** means a unit of the computing power of the mining hardware.
9. **“Operator”** means the entity providing the Mining Pool Services and Shared Mining to the relevant User and acting as the User’s contracting counterparty in respect of those Services, the Contract and Remuneration:
 - (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.
10. **“Mining Pool Services”** means the services provided by the Operator that enable Users to contribute computing power to cryptocurrency mining through the Operator’s mining-pool infrastructure.
11. **“Shared Mining”** means mining functionality provided by the Operator under which Users participate in mining together with other Users in accordance with the applicable mining and Remuneration methodology.
12. **“Sanctions”** means applicable economic, financial or trade sanctions, restrictive measures, embargoes or related prohibitions imposed or administered by a competent governmental, regulatory or supranational authority.
13. **“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.
14. **“Miner”** means a User that provides computing power to the relevant Operator under the Mining Pool Services or Shared Mining.
15. **“Monitoring”** means mining-equipment, hashrate, operational or related monitoring functionality made available through the Platform or otherwise in connection with the Services, to the extent described in the applicable Product Terms.
16. **“Platform”** means the technology platform hosted and technically made available by the Platform Hosting Provider, including the website available at <https://emcd.io/> and relevant subdomains, web and mobile applications, interfaces, software, databases, authentication functionality and related technology through which

Users may access the Services. The availability of a Service through a common Platform, Account, interface or application does not, by itself, determine the legal entity providing that Service. The relevant provider is determined by these ToS or the applicable Product Terms.

17. **“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, infrastructure, authentication flows and related technical access tools. The Platform Hosting Provider does not provide a Service merely because that Service is accessible through the Platform and is not a party to the Contract or responsible for Remuneration unless expressly identified as the relevant provider in applicable Product Terms.
18. **“Product Terms”** means any additional terms, conditions or product-specific rules applicable to a particular mining-related Service and made available to or accepted by the User in connection with that Service. Product Terms may identify a Relevant Service Provider different from the Operator and may supplement or modify these ToS in relation to the relevant Service.
19. **“Relevant Service Provider”** means, in relation to a mining-related Service other than the Mining Pool Services or Shared Mining, the legal entity expressly identified in the applicable Product Terms as the provider and contracting counterparty for that Service.

A Relevant Service Provider is responsible only for the Service and obligations expressly attributed to it under the applicable Product Terms and does not, solely by providing such Service, become the Operator, Platform Hosting Provider or provider of any other Service.

20. **“Services”** means the mining-related services and functionality made available through the Platform and governed by these ToS or applicable Product Terms, including:
 - (a) the Mining Pool Services;
 - (b) Shared Mining;
 - (c) Firmware;
 - (d) Monitoring; and
 - (e) such other mining-related products or functionality as may be made available from time to time and expressly identified as subject to these ToS or applicable Product Terms.

The Mining Pool Services and Shared Mining are provided by the relevant Operator. Any other Service may be provided by the Operator or by a Relevant Service Provider identified in the applicable Product Terms.

21. **“ToS”** or **“General Terms”** means these general Terms of Service.
22. **“transaction fees”** means fees charged or incurred in connection with recording or transmitting a transaction on a blockchain network, including the transmission of Remuneration to a wallet.
23. **“User”, “you”** or **“your”** means an individual or legal entity that registers an Account or accesses or uses a Service.
24. **“wallet”** means a blockchain address outside the Platform specified by the User for receipt of Remuneration.

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. Any amendment affecting specifically the obligations of the Platform Hosting Provider or a Relevant Service Provider shall apply to such entity only to the extent permitted under these ToS, the applicable Product Terms and Applicable Law.
- 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. A Relevant Service Provider may modify, restrict, suspend or discontinue the mining-related Service provided by it to the extent permitted under the applicable Product Terms.

- 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, App Store Publisher or a Relevant Service Provider, or to the allocation of a Service among them, in each case to the extent permitted under these ToS or applicable Product Terms subject to Section 10 and Applicable Law.
- 1.6. In addition to these ToS, the User shall review and comply with the Privacy Policy, applicable Risk Disclosures and any Product Terms applicable to a particular Service. Product Terms may specify additional or different eligibility requirements, functionality, fees, technical conditions, service limitations, provider identity, governing law, dispute-resolution provisions or other terms applicable specifically to that Service. In the event of an inconsistency concerning a particular Service, the applicable Product Terms shall prevail over these ToS to the extent of that inconsistency. The fact that Product Terms identify a Relevant Service Provider different from the Operator does not alter the identity, responsibilities or obligations of the Operator in respect of the Mining Pool Services, Shared Mining, the Contract or Remuneration.

2. Representations and Warranties. Legal Requirements

- 2.1. If the User is an individual, the User represents and warrants that the User has full legal capacity to enter into and perform these ToS.
- 2.2. If the User is a legal entity, the User represents and warrants that it is duly organized and validly existing under the laws applicable to it and that the person acting on its behalf has authority to bind it to these ToS.
- 2.3. The User represents that no Account previously held or controlled by the User has been terminated for breach, fraud, abuse, sanctions, legal or regulatory reasons, unless the Operator or Platform Hosting Provider has expressly permitted the User to register or maintain a new Account.
- 2.4. The User warrants that all information and documents provided to the Operator, Relevant Service Provider or Platform Hosting Provider in connection with the Account or a Service are true, accurate, complete and not misleading. Such Operator, Relevant Service Provider or Platform Hosting Provider, as applicable, may request updated or additional information and may restrict or refuse the functionality for which it is responsible where the User fails to provide requested information or provides inaccurate, incomplete, outdated or misleading information.
- 2.5. The User is solely responsible for determining and complying with any tax, reporting or similar obligations arising from the User's provision of computing power, receipt of Remuneration or use of any Service. Neither the Operator nor any Relevant Service Provider acts as the User's tax adviser or tax agent except where required by Applicable Law.
- 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. The User is solely responsible for determining whether access to and use of each Service is lawful in the User's jurisdiction. Neither the Operator, Relevant Service Provider nor Platform Hosting Provider provides legal advice or makes any representation regarding the legality or suitability of a Service for the User, except to the extent expressly stated otherwise in applicable Product Terms.

Depending on the relevant Service, jurisdiction and risk profile, the Operator or Relevant Service Provider may request identification, verification or other information and may apply screening, monitoring or other know-your-customer, anti-money laundering or counter-terrorist-financing measures to the extent it considers appropriate for legal, sanctions, fraud-prevention, security or risk-management purposes, or to the extent required by Applicable Law. The application of any such measures does not constitute a representation that the relevant Operator, Relevant Service Provider or Service is subject to any particular KYC, AML or CFT regulatory regime.

- 2.7. The User represents and warrants that its access to and use of the Platform and each Service shall comply with

applicable law and shall not be used for any unlawful, fraudulent, abusive or unauthorized purpose. The Operator, Relevant Service Provider and Platform Hosting Provider shall not be responsible for unlawful or unauthorized use by the User of functionality for which that entity is responsible.

- 2.8. Personal Data processed in connection with the Platform and Services is processed in accordance with the Privacy Policy and Applicable Law.

3. User Account

- 3.1. The User shall create an Account to access such Platform functionality and Services as are made available to that User from time to time. Access to a Service may be subject to additional eligibility, technical, verification or other requirements under these ToS or the applicable Product Terms. Creation of an Account or access through a common Platform interface does not, by itself, create a contract for every Service displayed through the Account.
- 3.2. The Platform Hosting Provider may reject, restrict or close an Account in accordance with these ToS. The Operator or a Relevant Service Provider may separately reject or restrict the User's access to the Service for which it is responsible. A single Account may provide access to:
- (a) Mining Pool Services and Shared Mining provided by the relevant Operator;
 - (b) Firmware, Monitoring or other mining-related Services provided by the Operator or a Relevant Service Provider identified in the applicable Product Terms; and
 - (c) Platform functionality technically provided by the Platform Hosting Provider.

A common Account, login, interface, application, API, branding or technical integration does not merge the respective legal roles or obligations of the Operator, Relevant Service Provider, Platform Hosting Provider or App Store Publisher. Each entity is responsible only for the Service or functionality expressly attributed to it under these ToS or the 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, it is responsible for the Mining Pool Services provided by it in that capacity. Where EMCD Tech Limited is separately identified as a Relevant Service Provider under Product Terms, it is responsible for the relevant Service in that capacity. Where it acts solely as App Store Publisher, its role is limited to publication or distribution of the mobile application.
- 3.4. The User must safeguard all passwords, PassKeys, devices, recovery methods and other authentication credentials used to access the Account. After opening an Account, you must not disclose (whether deliberately or accidentally) your authentication credentials to anyone else.
- 3.5. You are entirely responsible for maintaining the confidentiality of your authentication credentials, 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. The User must promptly notify the Platform Hosting Provider through the support channel made available on the Platform of any unauthorized access, compromise of Account credentials or other Account security breach. The Platform Hosting Provider and the relevant Operator or Relevant Service Provider, as applicable entities may take such protective action within their respective responsibilities as is permitted under these ToS or applicable Product Terms.
- 3.7. The User shall not misuse the Platform or any Service, exploit any error, bug, vulnerability or unintended functionality, interfere with Platform or Service operation, manipulate mining submissions or Remuneration calculations, circumvent technical, identity, eligibility, geographic, sanctions, security or other lawfully applied controls, or otherwise use the Platform or a Service in a fraudulent, abusive, manipulative or unauthorized manner.
- 3.8. The Operator, in respect of the Mining Pool Services and Shared Mining, a Relevant Service Provider, in respect of the Service provided by it under applicable Product Terms, and the Platform Hosting Provider, in respect of the Platform, Account administration, hosting, interface and technical access functionality, each reserves the right, at any time and within the scope of its respective responsibilities, to modify, restrict, suspend or discontinue temporarily or permanently the relevant Service, functionality or technical access for which it is responsible. The rights set out in this Section 3.8 may be exercised by the Operator, Relevant Service Provider or Platform Hosting Provider, as applicable, only in respect of the Service, Platform functionality, Account functionality or technical access for which that entity is responsible. For purposes of this Section 3.8, references to the "relevant entity" mean the Operator, Relevant Service Provider or Platform Hosting Provider, as applicable. Specifically, the relevant entity may:

- 3.8.1. **Decline, block, cancel, or reverse**, where permitted by Applicable Law and technically possible, any Instruction,

request, transaction, mining submission, payout instruction, Account entry or other Service-related action, in each case only to the extent such action relates to the Service, Platform functionality or technical access for which the relevant entity is responsible and is permitted under these ToS or applicable Product Terms. For the avoidance of doubt, nothing in this Section requires the relevant entity to reverse or recover a blockchain transaction that has already become irreversible.

3.8.2. Terminate, suspend, or restrict your access to any or all of the Services for which the relevant entity is responsible.

3.8.3. Terminate, suspend, close, place on hold, or restrict access to the Account or relevant Account functionality. Account-level action shall be implemented by the Platform Hosting Provider or another entity authorized to administer the relevant Account functionality. The Operator or a Relevant Service Provider may restrict access to the Service for which it is responsible and may request or require corresponding Account-level restrictions where reasonably necessary to give effect to an action permitted under these ToS, applicable Product Terms or Applicable Law.

3.8.4. Decline, defer or cease transmitting information, instructions, requests or other communications to contractors, infrastructure providers or other third parties where such transmission relates to the relevant Service and the relevant entity is permitted to take such action under these ToS, applicable Product Terms or Applicable Law.

3.8.5. Take any action deemed necessary with immediate effect, for any reason, including:

- a. You are or become ineligible to access or use one or more of the Services, for which the relevant entity is responsible.
- b. The relevant entity has reasonable grounds to suspect that:
 - The person accessing your Account is not you, or the account is or will be used for unauthorized, illegal, or fraudulent purposes;
 - More than one person is using the same account, or such use suggests unauthorized or unlawful activity;
 - The information you provided is false, outdated, incomplete, or misleading;
 - your Account, credentials, devices or other means of accessing the Platform or a Service have been compromised or may no longer be secure; or
 - your activity involves or may involve manipulation, abuse or exploitation of the Platform, Mining Pool Services, Shared Mining, Firmware, Monitoring, mining submissions, hashrate reporting, Remuneration calculations, rewards, technical functionality or another Service.
- c. We have legitimate concerns regarding your creditworthiness or financial condition, including:
 - If you are an individual: bankruptcy, unsound mind, act of bankruptcy, or legal proceedings started against you.
 - If acting on behalf of a partnership: death, bankruptcy, unsoundness of mind of any partner; steps to dissolve or alter partners or partnership structure.
 - If acting on behalf of a corporation: inability to pay debts when due; initiation of insolvency, receivership, judicial administration, or similar proceedings.
 - Any proposal, compromise, or assignment for the benefit of creditors, or calling creditors' meetings.
- d. Pending submission of requested information or documentation.
- e. Pending completion of any identity, eligibility, sanctions, fraud-prevention, security or other legal or regulatory review applicable to the relevant Service.
- f. A legal or regulatory obligation requires or may reasonably require such action, including where the relevant entity is required or requested to comply with Applicable Law, Sanctions, a court order, governmental measure or requirement, direction or request of a competent authority.
- g. We determine or reasonably suspect:
 - you have violated these ToS or applicable Product Terms;
 - you have breached any representation, warranty or undertaking applicable to you;

- your use of the Platform or a Service is unauthorized, erroneous, fraudulent, abusive, manipulative or unlawful;
 - there is actual or suspected involvement in fraud, sanctions evasion or other unlawful or criminal activity; or
 - you have attempted to circumvent geographic, identity, eligibility, sanctions, security, technical, mining, Account, Service or other controls lawfully applied to you or the relevant Service.
- h. Your Account or use of a Service is subject to pending or threatened litigation, investigation, regulatory proceedings, law-enforcement inquiry or other circumstances that create or may create a material legal, regulatory, sanctions, security, fraud or reputational risk for the relevant entity or Service.
 - i. The Account is inactive. An Account may be considered inactive if the User has not logged into the Account through the Platform for more than one (1) year (twelve consecutive months). The Platform Hosting Provider may restrict or close an inactive Account in accordance with the applicable Account procedures, including any notice requirements specified in these ToS.
 - j. You owe amounts that have become due and payable to the relevant entity under these ToS or applicable Product Terms and such amounts remain unpaid.
 - k. Communications sent to the email address or other contact information registered with your Account repeatedly return as undeliverable or the relevant entity otherwise reasonably determines that it is unable to communicate with you through the registered contact details.
 - l. An issue arises concerning verification of your identity, authority, eligibility, location or other information relevant to your Account or use of a Service.
 - m. You create or use multiple Accounts without permission where this is intended or reasonably appears intended to circumvent controls, limits, eligibility requirements or restrictions, or you abuse promotions, bonuses or other Platform functionality
 - n. A material technical, cybersecurity, operational, market, blockchain, protocol or infrastructure event affects or may affect the safe, lawful or orderly provision of the relevant Service or Platform functionality.
 - o. Any other material legal, regulatory, sanctions, security, fraud-prevention, technical, operational or Platform-integrity reason exists that reasonably requires such action in relation to the Service or functionality for which the relevant entity is responsible.

The relevant entity need not disclose the reason for an action under this Section 3.8 where disclosure is prohibited by Applicable Law, could compromise security, sanctions, fraud-prevention or other risk-management controls, could prejudice an investigation or legal or regulatory review, or would otherwise be inappropriate having regard to applicable legal or regulatory requirements.

- 3.9. In case of termination of the 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. After confirmation of the User Account deletion, the User loses the right to claim payment of any unpaid confirmed Remuneration recorded on the Account. Deletion of the Account extinguishes any accrued Remuneration payment obligation of the Operator(s) or other liability under Product Terms of a Relevant Service Provider except to the extent expressly provided in those Product Terms.

4. MINING

- 4.1. This Section 4 applies specifically to the Mining Pool Services and Shared Mining provided by the relevant Operator. Firmware, Monitoring and any other separately identified mining-related Services are governed by their applicable Product Terms and are not governed by this Section except where expressly stated otherwise.
- 4.2. 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.

- 4.3. The Operator undertakes to exploit the provided and received computing power for cryptocurrency mining. The User acknowledges that the Operator may engage third parties to perform technical or operational activities in connection with mining. Any such engagement does not, by itself, create a contractual relationship between the User and that third party or relieve the Operator of obligations expressly undertaken by it under these ToS. 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.
- 4.4. 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.).
- 4.5. 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.
- 4.6. If a mined block becomes orphaned, stale or otherwise is not accepted into the applicable canonical blockchain, the User has no entitlement to Remuneration attributable solely to that block except where the applicable Remuneration methodology expressly provides otherwise. In the event of a hard fork or creation of a new Digital Asset, the User has no entitlement to any forked asset unless expressly stated by the Operator.
- 4.7. 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.
- 4.8. Claims for unpaid or incorrectly paid payments are only accepted within two days from when the payment was made or should have been made.
- 4.9. 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.
- 4.10. The Operator may arrange for payment of Remuneration to be technically effected by a third party acting on the Operator's behalf. A payment validly made on behalf of the Operator discharges the corresponding Remuneration obligation to the extent of the amount paid but does not, by itself, create a separate contractual relationship between the User and that third party or transfer responsibility for Remuneration from the Operator to that third party.
- 4.11. 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 deemed duly paid when sending it to the address of the User's wallet listed in the User Account.
- 4.12. The Platform may make available other mining-related Services, including Firmware and Monitoring. Such Services are separate from the Mining Pool Services and Shared Mining and may be provided by the Operator or by another Relevant Service Provider in accordance with the applicable Product Terms. Use of such additional Services does not alter the identity or obligations of the relevant Operator in respect of the Mining Pool Services, Contract or Remuneration.
- 4.13. The treatment of confirmed and unpaid Remuneration following suspension, closure or deletion of the Account is governed by Sections 3.9 and 3.10.
- 4.14. 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.
- 4.15. 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.
- 4.16. 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.
- 4.17. Cyberattacks, protocol exploits or other security incidents affecting mining infrastructure may result in lost mining opportunities, invalid mining submissions, loss of block rewards or reduction of Remuneration before payment. The allocation of liability for such events is governed by Section 6. No third party becomes liable to the User solely because it provides infrastructure or technical assistance to the Operator.

- 4.18. 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.
- 4.19. 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.
- 4.20. 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 attributable to the User according to the Remuneration terms, the paid Remuneration shall be reduced accordingly.
- 4.21. 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.
- 4.22. 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.
- 4.23. 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.
- 4.24. 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. This Section applies solely to the operation and availability of the Mining Pool Services and Shared Mining. The availability, operation, service levels and technical conditions applicable to Firmware, Monitoring or another mining-related Service shall be determined under the applicable Product Terms.
- 5.2. 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.
- 5.3. Where reasonably practicable, the Operator or Platform Hosting Provider, as applicable, will provide at least one (1) day's advance notice of planned maintenance expected materially to affect the Mining Pool Services.
- 5.4. To the maximum extent permitted by Applicable Law, neither the relevant Operator nor the Platform Hosting Provider shall be liable for loss arising solely as a consequence of planned or unplanned shutdown, outage, maintenance, degradation, interruption or unavailability of the Mining Pool Services or Platform, except to the extent resulting from a breach of an obligation expressly undertaken by that entity which cannot lawfully be excluded or limited.
- 5.5. 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.
- 5.6. To the maximum extent permitted by Applicable Law, the Operator shall not be liable for loss of anticipated mining revenue, expected profitability, hardware wear, electricity costs or other loss arising from the inherent variability or interruption of mining, except for amounts of confirmed Remuneration that are expressly due under these ToS and except to the extent liability cannot lawfully be excluded or limited.

- 5.7. 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.
- 5.8. 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.
- 5.9. Where the User independently selects or uses third-party mining software not provided under applicable Product Terms, the Operator is not responsible for that software, including its functionality, data practices or effects on the User's equipment or mining results. This provision does not apply to Firmware supplied by an Operator or Relevant Service Provider under applicable Product Terms.
- 5.10. 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.
- 5.11. The User may cease providing computing power and stop using the Mining Pool Services at any time, subject to settlement of any outstanding matters under these ToS. Deletion of the Account is a separate action and may affect access to other Services. The Operator may also stop providing Mining Pool Services or add or create new limits to the Mining Pool Services at any time.
- 5.12. 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.
- 5.13. Where an unexpected system error, bug or other technical problem affects the Mining Pool Services, the relevant Operator may take reasonable steps to investigate and address the issue. Where such issue affects Platform hosting or technical access infrastructure, the Platform Hosting Provider may take reasonable steps within the scope of its responsibilities. Neither entity is responsible for failures originating solely from the User's equipment, internet connection or other infrastructure outside its reasonable control.

6. Limitation of Operator Liability. ToS Breach.

- 6.1. Each entity involved in providing functionality governed by these ToS is responsible only for the obligations expressly undertaken by it:
 - (a) the relevant Operator is responsible for the Mining Pool Services, Shared Mining, the Contract and Remuneration;
 - (b) each Relevant Service Provider is responsible for the mining-related Service expressly attributed to it under the applicable Product Terms;
 - (c) the Platform Hosting Provider is responsible for Platform hosting and technical access functionality expressly attributed to it; and
 - (d) the App Store Publisher is responsible solely for publication or distribution of the Platform mobile application in that capacity.

A common Platform, Account, application, interface, branding or technical integration does not make one such entity responsible for obligations expressly undertaken by another.
- 6.2. To the maximum extent permitted by Applicable Law, the Operator, Relevant Service Provider, Platform Hosting Provider and App Store Publisher, as applicable, shall not be liable for any indirect, incidental, special, consequential or punitive loss or damage, or for loss of profits, revenue, business, opportunity, anticipated savings, goodwill or data.
- 6.3. For purposes of this Section 6, references to the “**applicable entity**” mean the Operator, Relevant Service Provider, Platform Hosting Provider or App Store Publisher to which the relevant obligation or event relates. Without limiting Section 6.2, the applicable entity shall not be liable to the extent loss or damage arises from:
 - (a) the unpredictable nature of cryptocurrency mining, block discovery, mining difficulty or Remuneration;
 - (b) changes in Digital Asset prices, network hashrate, block rewards, transaction fees, mining difficulty, protocol rules or other blockchain economics;
 - (c) a fork, reorganization, orphaned block, network failure, consensus event, protocol change, exploit or other blockchain event;

(d) the User's hardware, firmware not supplied under applicable Product Terms, software, configuration, electricity supply, internet connection or other infrastructure;

(e) incorrect wallet or other information supplied by the User;

(f) a third-party protocol, network participant, independent software provider or infrastructure provider outside the applicable entity's reasonable control;

(g) an action, restriction, suspension, rejection, correction or other measure expressly permitted under these ToS or applicable Product Terms;

(h) the User's breach of these ToS, applicable Product Terms or Applicable Law; or

(i) an event outside the applicable entity's reasonable control.

- 6.4. Nothing in these ToS constitutes a guarantee of any amount of Remuneration, mining result, profitability, block-discovery rate, uptime or future availability of a Digital Asset, Mining Pool Service or other Service, except to the extent an obligation is expressly stated in applicable Product Terms.
- 6.5. The User shall indemnify and hold harmless the Operator and, to the extent applicable to the relevant conduct, the Relevant Service Provider, Platform Hosting Provider and App Store Publisher against duly documented losses, liabilities, claims, penalties, costs and reasonable legal expenses arising from the User's material breach of these ToS or applicable Product Terms, unlawful or fraudulent use of the Platform or Services, abuse or manipulation of mining or Remuneration functionality, or infringement of third-party rights.
- 6.6. The Operator may recover or set off amounts properly due from the User against Remuneration or another amount payable by that Operator to the User where expressly permitted under these ToS or Applicable Law. Any corresponding right of a Relevant Service Provider shall be governed by its applicable Product Terms.
- 6.7. The Operator does not assume or guarantee the obligations of a Relevant Service Provider merely because a Service provided by that Relevant Service Provider is accessible through the same Platform or Account or is used in connection with the Mining Pool Services. A Relevant Service Provider likewise does not assume responsibility for the Mining Pool Services, Shared Mining, Contract or Remuneration merely because its Service is integrated with or used in connection with mining activity.
- 6.8. The Platform Hosting Provider does not assume the obligations of the Operator or a Relevant Service Provider merely because it hosts or technically makes available the Platform. The App Store Publisher does not assume such obligations merely because it publishes or distributes the Platform mobile application.
- 6.9. The Operator, Relevant Service Provider or Platform Hosting Provider, as applicable, may reject, suspend, delay or restrict activity or access within the scope of its responsibilities where the relevant activity remains subject to sanctions screening, fraud-prevention, security, identity or eligibility verification, Platform-integrity checks or another review or control lawfully applied under these ToS, applicable Product Terms or Applicable Law.
- 6.10. Once Remuneration has been validly transmitted to the wallet address specified by the User, the Operator is not required to repeat, reverse or recover that payment solely because the User supplied an incorrect address, lost access to the relevant wallet or otherwise cannot access the paid Remuneration.
- 6.11. The User must communicate with support personnel and other Users in a lawful and non-abusive manner. Threats, harassment, blackmail or materially abusive conduct may result in restriction of support access or, in repeated or serious cases, action under Section 3.8.

7. Supported cryptocurrency

- 7.1. Each Service is available only in respect of the Digital Assets, mining algorithms, protocols, hardware, firmware versions, networks or other functionality supported for that Service from time to time.

In relation to the Mining Pool Services and Shared Mining, the relevant Operator determines such support. In relation to Firmware, Monitoring or another separately provided mining-related Service, the applicable Relevant Service Provider may determine supported functionality in accordance with the applicable Product Terms.

- 7.2. Support through one Service does not require the Operator or a Relevant Service Provider to support the same Digital Asset, protocol, algorithm, hardware, firmware or functionality through another Service.
- 7.3. The Operator or Relevant Service Provider, as applicable, may add, restrict, suspend or discontinue supported Digital Assets, protocols or functionality where permitted under these ToS or applicable Product Terms.
- 7.4. Support of a Digital Asset, network, algorithm or protocol does not constitute an endorsement, recommendation or guarantee of its market value, liquidity, security, technical operation, profitability, legal treatment or continued availability.

- 7.5. Neither the Operator nor a Relevant Service Provider owns or controls a blockchain or protocol merely because it supports mining or other functionality relating to it.
- 7.6. Mining and related Services may be materially affected by changes in mining difficulty, network hashrate, block rewards, transaction fees, protocol rules, forks, reorganizations, consensus mechanisms, network interruptions, security incidents or changes in Applicable Law.
- 7.7. No advertisement, calculator, historical result, displayed hashrate, projected Remuneration or other information made available through the Platform constitutes investment or financial advice or a guarantee of future mining output, profitability or Remuneration.

8. Trademarks and Copyrights

- 8.1. The Operator, Relevant Service Provider, Platform Hosting Provider, App Store Publisher and/or their respective licensors own or have the necessary rights to use the intellectual property made available by them through the Platform or relevant Service.
- 8.2. The User is granted a non-exclusive, non-transferable, non-sublicensable, revocable and limited licence to access and use the Platform and applicable Service content solely in accordance with these ToS and applicable Product Terms, provided that:
- The User agrees that the Operator, Platform Hosting Provider, Relevant Service Providers, App Store Publisher and their affiliates 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.
- 8.3. At its sole discretion, the relevant rights holder reserves the right to change, modify, add, remove, or terminate this license at any time for any reason.
- 8.4. No other use is permitted without the express written permission of the relevant rights holder. Nothing in these ToS grants any right in content or intellectual property owned or licensed by another person except as expressly stated.
- 8.5. 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.

9. Applicable Law and Jurisdiction

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.

- 9.4. 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.
- 9.5. The availability of different Services through a common Platform, Account, interface, application, brand or technical integration does not require the Operator, Relevant Service Provider, Platform Hosting Provider or App Store Publisher to submit to the governing law or forum applicable to another entity's obligations.
- 9.6. Firmware, Monitoring and any other mining-related Service governed by separate Product Terms shall be governed by the governing-law and dispute-resolution provisions specified in those Product Terms. Where a Relevant Service Provider different from the Operator is identified, the User's legal relationship in respect of that Service is with that Relevant Service Provider to the extent stated in the applicable Product Terms. Where applicable Product Terms identify a Relevant Service Provider but do not specify governing law or jurisdiction, the relevant Service and legal relationship shall be governed by the laws of the jurisdiction in which that Relevant Service Provider is incorporated, and the competent courts of that jurisdiction shall have exclusive jurisdiction, subject to mandatory Applicable Law.
- 9.7. 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 or a Relevant Service Provider.

10. Transfer of Rights and Obligations

- 10.1. The User may not assign, transfer or otherwise dispose of any right or obligation under these ToS, the Contract or applicable Product Terms without the prior written consent of the entity to which the relevant right or obligation relates.
- 10.2. To the extent permitted by Applicable Law, the Operator may assign, transfer or novate its rights or obligations relating to the Mining Pool Services, Shared Mining or Contract to an affiliate, successor or another person in connection with a corporate reorganization, transfer of the relevant mining business or legal, regulatory, operational or risk-management requirement, always without notice to the User.
- 10.3. A Relevant Service Provider may assign or transfer its rights or obligations under applicable Product Terms in accordance with those Product Terms and Applicable Law.
- 10.4. The Platform Hosting Provider and App Store Publisher may subcontract or transfer responsibilities falling within their respective technical, hosting or distribution roles without thereby assuming the obligations of the Operator or a Relevant Service Provider.

11. PassKey Authentication

- 11.1. The Platform Hosting Provider may provide or support PassKey authentication, a cryptographic authentication method using a private authentication credential stored on or made available through the User's device or supported credential-management environment and a corresponding public credential registered with the Platform. Authentication is performed by verifying the relevant cryptographic response. Where supported by the User's device or operating system, PassKey credentials may be stored or synchronized using independent credential-management services such as Google Password Manager or iCloud Keychain.
- 11.2. 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.
- 11.3. The Platform Hosting Provider does not 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.
- 11.4. 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."

12. Final Provisions

- 12.1. The headings in these ToS are provided for reference only and shall not affect the interpretation or construction of any provision.
- 12.2. 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.
- 12.3. Unless otherwise specified in the Account or applicable Product Terms, notices and support requests relating to the Platform or a Service may be submitted through support@emcd.io or another support channel made available through the Platform. A support channel may route the request to the relevant Operator, Relevant Service Provider or Platform Hosting Provider according to the subject matter of the request.
- 12.4. A communication from the User shall not be treated as received merely because it has been transmitted. The relevant recipient may treat it as received when it has been received through the designated channel in a form that reasonably enables identification of the User and subject matter.
- 12.5. Notices and announcements addressed to the User may be sent to the email address registered with the Account or made available through the Account or Platform by the Operator, Relevant Service Provider or Platform Hosting Provider, as applicable to the relevant matter. The User is responsible for maintaining accurate contact information and reviewing communications made available through the Account.
- 12.6. The Platform Hosting Provider may modify Platform hosting, interface or technical functionality within the scope of its responsibilities. The Operator may modify the Mining Pool Services and Shared Mining in accordance with these ToS. A Relevant Service Provider may modify the Service provided by it in accordance with applicable Product Terms. Amendments to these ToS and Product Terms are governed by Section 1 and the applicable Product Terms.
- 12.7. The Operator may permanently or temporarily restrict or discontinue the Mining Pool Services or Shared Mining in accordance with these ToS. A Relevant Service Provider may restrict or discontinue its Service in accordance with applicable Product Terms. The Platform Hosting Provider may separately suspend or discontinue Platform hosting or technical access functionality within the scope of its responsibilities.

Confirmed Remuneration properly due following discontinuation of the Mining Pool Services shall be dealt with by the relevant Operator in accordance with these ToS and Applicable Law.

- 12.8. Neither the Operator, Relevant Service Provider nor Platform Hosting Provider shall be liable for failure, delay, interruption or restriction in performing its respective obligations to the extent caused by circumstances outside that entity's reasonable control, including material telecommunications, hosting or power failures, cyberattacks, blockchain or protocol events, war, civil disorder, natural disaster, governmental action, embargo or material failure of infrastructure necessary for the relevant Service or Platform.

The Operator, Relevant Service Provider or Platform Hosting Provider, as applicable, may also modify, restrict, suspend or discontinue the Service or functionality for which it is responsible where required or reasonably considered necessary as a result of a change in Applicable Law, sanctions requirements, regulatory interpretation, licensing or registration requirements, an order or requirement of a competent authority or another material legal, regulatory or sanctions development.

Confirmed Remuneration properly accrued before restriction or discontinuation of the Mining Pool Services shall be dealt with by the relevant Operator in accordance with these ToS and Applicable Law. Nothing requires any entity to perform an action while doing so is prohibited or restricted by Applicable Law.

- 12.9. These ToS, together with the Privacy Policy, applicable Risk Disclosures and applicable Product Terms, constitute the contractual framework governing the mining-related Services made available through the Platform. In particular:
 - (a) the relevant Operator is the contracting counterparty for the Mining Pool Services, Shared Mining, Contract and Remuneration;
 - (b) Firmware, Monitoring and other mining-related Services may be provided by the Operator or by a Relevant Service Provider identified in applicable Product Terms;
 - (c) the Platform Hosting Provider provides Platform hosting and technical access functionality; and
 - (d) the App Store Publisher provides publication or distribution of the Platform mobile application in that capacity.

Nothing in these ToS makes one entity responsible for obligations expressly attributed to another entity under these ToS or applicable Product Terms.

12.10. By entering into the Contract and providing computing power, the User enters into a legal relationship with the relevant Operator, which acts in its own name and on its own account in providing the Mining Pool Services and Shared Mining. The Operator may engage contractors, infrastructure providers or other third parties in connection with performance of the Mining Pool Services without thereby creating a contractual relationship between those persons and the User or relieving the Operator of obligations expressly undertaken by it under these ToS. Where another person is expressly identified as a Relevant Service Provider under applicable Product Terms, the User's rights and that provider's obligations in respect of the relevant Service shall instead be determined by those Product Terms. The Platform Hosting Provider is not the Operator or a Relevant Service Provider solely by virtue of hosting or technically making available the Platform. The App Store Publisher does not provide a Service solely by virtue of publishing or distributing the Platform mobile application. Where the same legal entity acts in more than one capacity, its rights, obligations and liability shall be determined separately by reference to the capacity in which it acts in relation to the relevant Service.

12.11. These General Terms come into effect upon their publication on the Platform.

Last amended on 20/08/2026