

# TERMS OF SERVICE FIRMWARE PRODUCTS

Last Updated: August 20, 2026

## 1. INTRODUCTION AND ACCEPTANCE OF TERMS

These Terms of Service ("Firmware Products Terms") constitute a legally binding agreement between Blockchain Technical L.L.C-FZ, a legal entity duly incorporated under the laws of U.A.E, formation number 2418630, addressed at Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E (the "Company", "we", "us", "our"), and any individual or legal entity ("User", "you", "your") accessing, downloading, installing, purchasing, licensing, updating, or otherwise using the firmware, software components, patches, configuration files, digital modules, updates, technical tools, or related services provided by the Company (collectively, the "Firmware" or "Services").

By downloading, installing, accessing or using the Firmware, you acknowledge that you have read, understood, and agree to be legally bound by these Firmware Products Terms.

If you do not agree to these Firmware Products Terms, you must immediately cease any use of the Firmware and uninstall all copies in your possession or control.

The Firmware is provided strictly on an "as-is" and "as-available" basis and may include experimental, beta, performance-enhancing, or hardware-optimizing components that may alter default hardware parameters.

Nothing in these Firmware Products Terms constitutes technical, engineering, investment, financial, regulatory, or legal advice.

## 2. DEFINITIONS

For the purposes of these Firmware Products Terms, the following definitions shall apply:

**"Firmware"** means any embedded software, low-level code, binary files, configuration modules, bootloaders, updates, patches, performance-enhancement modules, hardware-optimization scripts, or related digital components developed, licensed, or distributed by the Company.

**"Device"** means any hardware equipment, electronic component, processor, controller, board, ASIC, GPU, CPU, FPGA, or other computing or embedded system on which the Firmware is installed, executed, or interacts with.

**"Overclocking"** means any modification, adjustment, or optimization of hardware parameters beyond manufacturer default specifications, including but not limited to clock frequency, voltage levels, power limits, thermal thresholds, memory timings, or other performance-related parameters.

**"Mining pool"** means EMCD Mining pool and any related services.

**"Modification"** means any alteration, reverse engineering, decompilation, disassembly, adaptation, or unauthorized change to the Firmware or its components.

**"Services"** means access to, distribution of, licensing of, updating of, support for, or provision of the Firmware through the Company's website, platform, repositories, APIs, or other digital channels.

**"User"** means any individual or legal entity that downloads, installs, accesses, purchases, licenses, or otherwise uses the Firmware.

**"Platform"** means the website, located at [emcd.io](https://emcd.io), and related infrastructure through which the Company distributes Firmware and provides related Services.

**“Fees”** means any charges, commissions, service fees, subscription payments, licensing fees, maintenance fees, or other payments required for access to or use of the Firmware or Services.

All Fees are published on the Company’s official website and may be updated or modified unilaterally at the Company’s discretion.

Undefined terms shall be interpreted in accordance with their commonly accepted technical and legal meaning.

### **3. RISK WARNING**

- 3.1. The Firmware is intended solely for commercial or professional use in industrial mining environments. It is not intended for personal, household, or consumer use. By accepting these Firmware Products Terms, the User represents that it is acting in the course of business activities.
- 3.2. The Firmware is intended for installation on ASIC equipment and may modify hardware operating parameters, including clock frequency, voltage, power limits or thermal settings.
- 3.3. The Firmware may be used with compatible mining pool configurations. The Company does not guarantee compatibility with all mining pools or third-party configurations.
- 3.4. Such modifications may increase operational load on the Device. The User acknowledges and accepts these risks.
- 3.5. Installation, configuration, updating, or use of the Firmware involves significant technical risks, including but not limited to:
  - hardware overheating or electrical damage;
  - accelerated component degradation or permanent hardware failure;
  - system instability or malfunction;
  - loss or corruption of data;
  - voiding of manufacturer warranties;
  - incompatibility with third-party components;
  - regulatory or compliance issues.
- 3.6. The Firmware may enable or facilitate performance optimization, parameter tuning, power adjustments, clock rate modification, voltage control, or other functionality that alters manufacturer default settings and may significantly increase operational and financial risk.
- 3.7. The User expressly acknowledges that:
  - installation of the Firmware may modify device behavior;
  - improper installation, configuration, modification, or use may result in device malfunction, instability, reduced lifespan, data loss, overheating, or permanent hardware damage;
  - use of the Firmware may violate third-party agreements.
- 3.8. The User confirms that they act voluntarily, on their own initiative, and assume full responsibility for evaluating compatibility, regulatory compliance, and technical suitability before using the Firmware.
- 3.9. The Company does not guarantee that:
  - The Firmware is compatible with any specific Device;
  - the Firmware will improve performance;
  - the Firmware will not cause degradation;

- the Firmware complies with regulatory, energy, safety, or certification standards in the User's jurisdiction.

**3.10.** The User acknowledges that:

- (a) they are solely responsible for assessing technical compatibility before installation;
- (b) they possess sufficient technical knowledge to understand the consequences of firmware-level modifications;
- (c) they assume full responsibility for any and all damage resulting from installation or use of the Firmware;
- (d) they understand that certain configurations may expose hardware to stress conditions exceeding manufacturer specifications;
- (e) The risks' description as set out in this Section 3 is non-exhaustive, and the User consulted the Risk Disclosures before accessing the Services;
- (f) they use the Firmware entirely at their own risk.

**3.11.** The Company does not provide engineering, technical, regulatory, compliance, financial, or investment advice.

**3.12.** The User further acknowledges that firmware-related operations may affect energy consumption, thermal characteristics, electromagnetic emissions, and other hardware parameters that may be subject to local regulatory restrictions.

**3.13.** To the maximum extent permitted by applicable law, the User assumes all risks associated with the installation and operation of the Firmware.

#### **4. INTELLECTUAL PROPERTY AND LICENSE**

**4.1.** All rights, title, and interest in and to the Firmware, including but not limited to source code, object code, binaries, algorithms, architecture, design, structure, technical documentation, updates, improvements, modifications, and related materials, are and shall remain the exclusive property of the Company or its licensors.

**4.2.** The Firmware is provided under a license and is not transferred by way of assignment (alienation).

**4.3.** Subject to compliance with these Firmware Products Terms and payment of applicable Fees (as published on the Company's website), the Company grants the User a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Firmware solely for its intended purpose.

**4.4.** Unless expressly permitted in writing by the Company, the User shall not:

- (a) copy, reproduce, distribute, or publicly display the Firmware;
- (b) modify, adapt, translate, reverse engineer, decompile, disassemble, or attempt to derive source code;
- (c) create derivative works;
- (d) remove or alter proprietary notices;
- (e) sublicense, rent, lease, resell, or commercially exploit the Firmware;
- (f) use the Firmware for competitive analysis or benchmarking without written consent;
- (g) integrate the Firmware into third-party products for redistribution;
- (h) bypass or attempt to bypass technical protection mechanisms.

- 4.5. Any unauthorized use shall constitute a material breach of these Firmware Products Terms and may result in immediate termination of the license without notice.
- 4.6. The Company reserves all rights not expressly granted under these Firmware Products Terms.
- 4.7. In the event the User creates any feedback, suggestions, improvements, or enhancement proposals related to the Firmware, the User grants the Company a perpetual, irrevocable, worldwide, royalty-free right to use and incorporate such feedback without compensation.

## **5. UNILATERAL REVOCATION OF LICENSE AND DISCONTINUATION OF FRAMEWORK MAINTENANCE**

- 5.1. The Company reserves the absolute right, at its sole and unfettered discretion, to unilaterally revoke, suspend, or terminate the license granted under the Firmware Products Terms at any time, with or without cause, by providing written notice to the User.
- 5.2. Upon such revocation or termination, the Company shall have no further obligation to provide access to, maintain, support, update, enhance, or otherwise service the Firmware. The Company may immediately discontinue any and all maintenance, technical support, upgrades, patches, or related services without incurring any liability to the User.
- 5.3. User acknowledges and agrees that revocation of the license and discontinuation of maintenance may result in interruption of use, degradation of functionality, or complete cessation of operation of the Firmware, and the Company shall not be liable for any losses, damages, or business interruption arising therefrom.

## **6. OPEN SOURCE COMPONENTS**

- 6.1. The Firmware may incorporate, embed, or be distributed with certain open-source software components, libraries, frameworks, or third-party code (collectively, "Open Source Components") that are subject to their respective open-source licenses. Such Open Source Components are governed solely by the terms of the applicable open-source licenses. Nothing in these Firmware Products Terms shall limit, restrict, or supersede any rights granted to the User under the relevant open-source licenses.
- 6.2. To the extent required by applicable open-source licenses, the Company shall make available the corresponding source code or license texts for such Open Source Components through the Platform or upon written request.
- 6.3. The Company provides Open Source Components "as is" without any warranties or representations beyond those required by the applicable open-source licenses.
- 6.4. The User acknowledges that:
  - (a) certain Open Source Components may impose obligations, restrictions, or attribution requirements;
  - (b) compliance with applicable open-source licenses is the User's responsibility where the User redistributes or modifies such components;
  - (c) any modification of Open Source Components by the User is performed at the User's own risk.
- 6.5. In the event of a conflict between these Firmware Products Terms and an applicable open-source license with respect to an Open Source Component, the terms of the applicable open-source license shall prevail solely with respect to that Open Source Component.

## **7. COMPANY'S FEES**

- 7.1. Upon installation of the Firmware, the commission shall be automatically deducted upon use of the Device. The Company may implement technical measures, including remote restriction, deactivation of functionality, or denial of access to pool infrastructure. Any attempt to circumvent the automatic deduction mechanism shall be deemed a material breach of these Firmware Products Terms. We shall have the right to immediately revoke the firmware license and block the operation of the device on the Mining Pool.

- 7.2. The amount of commissions is displayed on the Platform.
- 7.3. The Company may modify commissions upon publication on the Platform. Changes shall apply prospectively. Continued use of the Firmware after publication constitutes acceptance of the updated commissions.
- 7.4. The changed commissions apply to all purchases, subscriptions or applications submitted to the Platform after their publication. Applications submitted prior to the entry into force of the new commissions are executed on the terms of the commissions in force at the time of application, provided that there are no other conditions for the application of the updated commissions.

## **8. PROHIBITED USE**

- 8.1. The User shall not use the Firmware or Services in any manner that:
  - (a) violates any applicable law, regulation, or technical standard;
  - (b) infringes upon the intellectual property rights of the Company or any third party;
  - (c) attempts to bypass, disable, or interfere with security, authentication, or technical protection mechanisms;
  - (d) involves unauthorized reverse engineering, decompilation, disassembly, or extraction of source code;
  - (e) redistributes, sublicenses, or resells the Firmware without authorization;
  - (f) deploys the Firmware in safety-critical, life-support, medical, aviation, military, nuclear, or other mission-critical systems;
  - (g) intentionally overloads, destabilizes, or stress-tests hardware beyond reasonable operational limits without appropriate safeguards;
  - (h) integrates the Firmware into hardware products for commercial resale without prior written agreement with the Company;
  - (i) misrepresents the origin, authorship, or certification status of the Firmware.
- 8.2. The User is solely responsible for ensuring that the use of the Firmware complies with all applicable laws, export control requirements, electrical and safety standards, environmental regulations, and other regulatory obligations in the relevant jurisdiction.
- 8.3. The Company reserves the right to investigate suspected violations and may suspend or terminate access to the Firmware or Services where misuse, unlawful activity, or regulatory risk is identified.
- 8.4. Violation of this Section constitutes a material breach of these Firmware Products Terms and may result in immediate termination of access without refund of any Fees.

## **9. TERMINATION AND SUSPENSION**

- 9.1. The Company reserves the right, at its sole discretion and without prior notice, to suspend, restrict, disable, or terminate the User's access to the Firmware or Services at any time if:
  - (a) the User breaches these Firmware Products Terms;
  - (b) the User fails to pay applicable Fees;
  - (c) the User engages in prohibited use;
  - (d) the Company reasonably suspects misuse, abuse, fraud, or unlawful activity;
  - (e) continued provision of the Firmware may create technical, legal, or regulatory risk;
  - (f) required by law, regulatory authority, or court order;
  - (g) the Company discontinues the Firmware or related Services.

- 9.2. The Company shall not be liable for any loss, damage, downtime, or business interruption resulting from suspension or termination.

Upon termination:

- The license granted to the User shall immediately cease;
- The User must discontinue all use of the Firmware;
- The User must uninstall and delete all copies in its possession or control;
- Any outstanding payment obligations shall become immediately due.

- 9.3. The Company may remotely disable access to online functionality where technically feasible.

Termination shall not affect:

- accrued rights or liabilities;
- indemnification obligations;
- limitation of liability provisions;
- intellectual property protections;
- dispute resolution clauses;
- any provisions intended to survive termination.

## **10. REGULATORY COMPLIANCE**

- 10.1. The User shall comply with all applicable laws and regulations in their jurisdiction when accessing or using the Firmware.
- 10.2. The Company makes no representation that the Firmware is appropriate or lawful for use in any specific jurisdiction.
- 10.3. The User is solely responsible for ensuring that the use of the Firmware complies with all applicable legal and regulatory requirements.
- 10.4. The Company reserves the right to restrict access, request additional information, or suspend the provision of Services where legal or regulatory risks are identified.
- 10.5. The Company shall not be liable for any loss arising from compliance with legal or regulatory obligations.

## **11. DATA PROTECTION AND CYBERSECURITY DISCLAIMER**

- 11.1. The User acknowledges that the Firmware may interact with networks, devices, monitoring systems, or third-party infrastructure.
- 11.2. The Company does not guarantee that the Firmware will be free from vulnerabilities, security defects, unauthorized access risks, or cybersecurity threats.
- 11.3. The User is solely responsible for:
- implementing appropriate security measures;
  - maintaining secure network configurations;
  - updating systems in a timely manner;
  - protecting credentials, keys, and device access;

- ensuring proper firewall and infrastructure protection.
- 11.4. The Company shall not be liable for:
- unauthorized access to Devices;
  - hacking incidents;
  - malware infections;
  - denial-of-service attacks;
  - data interception;
  - security breaches arising from third-party infrastructure.
- 11.5. The User acknowledges that firmware-level software may create elevated system privileges and expanded attack surfaces.
- 11.6. The Company does not guarantee continuous availability, uninterrupted operation, or immunity from cybersecurity risks.

## **12. LIMITATION OF LIABILITY**

- 12.1. The User expressly acknowledges and agrees that installation, configuration, modification, or use of the Firmware is performed entirely at the User's own initiative, discretion, and risk.
- 12.2. To the maximum extent permitted by applicable law, the Company, its shareholders, directors, officers, employees, developers, contractors, affiliates, distributors, licensors, and partners (collectively, the "Company Parties") shall not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages of any kind whatsoever.
- 12.3. This includes, without limitation:
- loss of profits;
  - loss of revenue;
  - loss of business opportunity;
  - loss or corruption of data;
  - hardware damage;
  - device malfunction or permanent failure;
  - component degradation;
  - overheating or electrical damage;
  - cost of repair or replacement equipment;
  - downtime;
  - contractual penalties;
  - reputational harm;
  - regulatory fines or sanctions;
  - any form of economic or financial loss.
- 12.4. Without limiting the foregoing, the Company shall not be liable for:

- (a) any damage arising from overclocking or modification of hardware parameters;
  - (b) any damage caused by voltage adjustment, power limit changes, frequency modification, or thermal configuration;
  - (c) incompatibility between the Firmware and any Device;
  - (d) failures resulting from third-party hardware components or software;
  - (e) voiding of manufacturer warranties;
  - (f) user misconfiguration, improper installation, or failure to follow technical instructions;
  - (g) interruption or instability of device operation;
  - (h) cybersecurity incidents, unauthorized access, or malware;
  - (i) regulatory restrictions applicable to the User's jurisdiction;
  - (j) use of the Firmware in industrial, continuous, high-load, or mission-critical environments.
- 12.5. The Firmware is provided on an "as is" and "as available" basis without warranties of any kind, whether express, implied, statutory, or otherwise, including without limitation warranties of merchantability, fitness for a particular purpose, non-infringement, performance, durability, compatibility, or expected results.
- 12.6. In no event shall the total aggregate liability of the Company exceed the total amount of fees actually paid by the User to the Company during the 3 months preceding the event giving rise to the claim.
- 12.7. The User expressly waives any claim based on expectation of performance improvement, hardware lifespan extension, profitability, energy efficiency, or any projected economic outcome.
- 12.8. The limitations of liability set forth herein constitute a fundamental basis of the agreement between the Parties and shall apply even if any limited remedy fails of its essential purpose.
- 12.9. The Company shall not be liable for delays or failure to perform caused by events beyond reasonable control, including power outages, network failures, governmental actions, regulatory changes, supply chain disruptions, cyber incidents, or force majeure events.

### **13. USER INDEMNIFICATION**

- 13.1. The User agrees to indemnify, defend, and hold harmless the Company and the Company Parties from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, costs, expenses, penalties, fines, and legal fees (including reasonable attorneys' fees) arising out of or relating to:
- (a) the User's installation, configuration, modification, or use of the Firmware;
  - (b) any hardware damage, system failure, or third-party claims resulting from the User's use of the Firmware;
  - (c) any breach of these Firmware Products Terms by the User;
  - (d) any violation of applicable laws or regulations by the User;
  - (e) any infringement of intellectual property rights arising from the User's modification or redistribution of the Firmware;
  - (f) any use of the Firmware in industrial, mining, commercial, or high-load environments;
  - (g) any claims brought by customers, partners, contractors, or third parties of the User;
  - (h) any regulatory investigation, fine, or enforcement action related to the User's activities.

- 13.2. The Company reserves the right, at its own expense, to assume exclusive control of the defense and settlement of any matter otherwise subject to indemnification by the User. In such case, the User agrees to cooperate fully with the Company in asserting any available defenses.
- 13.3. The User shall not settle any claim affecting the Company without the prior written consent of the Company.
- 13.4. The indemnification obligations under this Section shall survive termination of these Firmware Products Terms indefinitely.

#### **14. DISCLAIMER OF WARRANTIES**

- 14.1. To the maximum extent permitted by applicable law, the Firmware and Services are provided on an “as is”, “as available”, and “with all faults” basis.
- 14.2. The Company expressly disclaims all warranties, representations, and guarantees of any kind, whether express, implied, statutory, or otherwise, including, without limitation:
  - warranties of merchantability;
  - fitness for a particular purpose;
  - performance or expected results;
  - durability or hardware lifespan;
  - non-infringement;
  - compatibility with specific Devices;
  - uninterrupted or error-free operation;
  - absence of defects or vulnerabilities;
  - regulatory compliance in any jurisdiction.
- 14.3. The Company does not warrant that:
  - (a) the Firmware will not reduce the operational lifespan of hardware;
  - (b) the Firmware will operate without overheating or instability;
  - (c) the Firmware will be compatible with third-party components;
  - (d) defects will be corrected;
  - (e) updates will be available indefinitely.
- 14.4. The User acknowledges that firmware-level software may expose Devices to elevated operational stress, including increased thermal load, electrical load, and continuous operation under high-performance parameters.
- 14.5. No oral or written information provided by the Company shall create any warranty not expressly stated in these Firmware Products Terms.
- 14.6. Some jurisdictions do not allow exclusion of certain warranties. In such cases, the Company’s liability shall be limited to the maximum extent permitted by law.

#### **15. GOVERNING LAW AND DISPUTE RESOLUTION**

- 15.1. This Agreement, as well as any relationships between the User and the Company arising in connection with the use of the Firmware and the provision of Services, shall be governed by the laws of the United Arab Emirates.
- 15.2. Any complaints, claims or disputes arising out of or in connection with this Agreement shall first be submitted to the Company in writing using the contact details published on the Platform.
- 15.3. The Company shall review the complaint within thirty (30) calendar days from the date of receipt.
- 15.4. Compliance with this pre-arbitration procedure is mandatory. No dispute may be submitted to arbitration unless the complaint procedure set forth in this Clause has been duly followed.
- 15.5. If the dispute is not resolved within the period specified above, it shall be finally settled by arbitration administered by the Dubai International Arbitration Centre (DIAC) in accordance with its rules. The seat of arbitration shall be Dubai, United Arab Emirates. The arbitration shall be conducted by a single arbitrator in the English language.

## **16. AMENDMENTS**

- 16.1. The Company reserves the right, at its sole discretion, to modify, amend, supplement, or replace these Firmware Products Terms at any time.
- 16.2. Updated versions shall become effective upon publication on the Company's official website, unless otherwise specified.
- 16.3. It is the User's responsibility to review the Firmware Products Terms periodically. Continued use of the Firmware after publication of updated Firmware Products Terms constitutes acceptance of such amendments.
- 16.4. If the User does not agree with the amended Firmware Products Terms, the User must immediately cease using the Firmware and uninstall all copies.

## **17. SEVERABILITY**

- 17.1. If any provision of these Firmware Products Terms is held to be invalid, illegal, or unenforceable by a competent authority, such provision shall be modified to the minimum extent necessary to make it enforceable.
- 17.2. If modification is not possible, the provision shall be deemed severed, and the remaining provisions shall remain in full force and effect.

## **18. ENTIRE AGREEMENT**

- 18.1. These Firmware Products Terms constitute the entire agreement between the User and the Company concerning the Firmware and supersede all prior agreements, communications, understandings, or representations, whether oral or written.
- 18.2. No representation, statement, or warranty not expressly set forth herein shall be binding.

## **19. ASSIGNMENT**

- 19.1. The User may not assign, transfer, delegate, or otherwise dispose of any rights or obligations under these Firmware Products Terms without prior written consent of the Company.
- 19.2. The Company may assign or transfer its rights and obligations under these Firmware Products Terms at its sole discretion without restriction.

## **20. CONTACT INFORMATION**

- 20.1. In order to contact the Company on issues related to the provision of Services, Users can send requests via the Platform interface or by sending a letter to the following email address: support@emcd.io.