

TERMS OF SERVICE MONITORING

Last Updated: August 14, 2026

INTRODUCTION AND ACCEPTANCE OF TERMS

These Terms of Service (“Monitoring Product 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 monitoring services provided by the Company (collectively, the “Services” or the “Monitoring”).

By accepting Monitoring Product Terms upon a sign up procedure, or in any other way, you hereby confirm that you are authorized to bind the User through such execution.

If you do not agree to these Monitoring Product Terms, you must immediately cease any use of the Monitoring.

1. DEFINITIONS

For the purposes of these Monitoring Product Terms, the following definitions shall apply:

“ASIC” means a specialized hardware device designed and manufactured to perform cryptographic hashing operations for the purpose of validating transactions and securing blockchain networks, optimized for a specific hashing algorithm, and not intended for general-purpose computing.

“Permitted Users” means those employees, officers, contractors, or other representatives of the User who are authorized by the User to access and use the Services on its behalf.

“Services” or “Monitoring” means the Company’s software-as-a-service (SaaS) platform that enables real-time monitoring, management, and control of ASIC, integrated with supported mining pools.

“Subscription Term” means the period during which the User is authorized to access and use the Services, commencing on the Effective Date (or the date of activation of the User’s

account or subscription, if later) and continuing for the duration selected by the User at the time of purchase, unless earlier terminated in accordance with this Agreement.

“User” means any individual or legal entity that downloads, installs, accesses, purchases, licenses, or otherwise uses the Monitoring.

“Platform” means the website, located at emcd.io, and related infrastructure through which the Company distributes 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 Monitoring.

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.

2. PROVISION OF SERVICES

2.1. The Services are provided on a subscription basis for a Subscription Term. The User will purchase, and the Company will provide the Services identified and agreed upon applicable terms.

2.2. The User may access and use the Services solely for its own benefit and in accordance with the terms and conditions of this Agreement. User shall also comply with terms conditions of Platform.

Use of and access to the Services is permitted only by Permitted Users. The User will require that all Permitted Users keep API keys, user ID and password information strictly confidential and not share such information with any unauthorized person. The User will be responsible for all actions taken using User's accounts and passwords. If a Permitted User who has access to Services no longer an employee or contractor of the User, then the User will promptly terminate such Permitted User's access to the Services.

2.3. Beta versions. From time to time, the Company may make Beta Offerings available to the User at no charge. The User may elect to try such Beta Offering in its sole discretion. Beta Offerings are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta

Offerings are not considered “Services” under this Agreement; however, all restrictions, our ownership and the User obligations concerning the Services shall apply. Unless otherwise stated or communicated to the User, any Beta Offerings trial period will expire upon the date that a version of the Beta Offerings becomes generally available without the applicable Beta Offerings designation. The Company may discontinue Beta Offerings at any time in its sole discretion and may never make them generally available. Beta Offerings may not be supported and may be modified at any time without notice. Beta Offerings may not be as reliable, available, or subject to the same security requirements the Monitoring.

3. SUBSCRIPTION TERM, FEES & PAYMENT

- 3.1.** The Subscription Term shall commence upon activation of the User’s account or purchase of the Services and shall continue for the period selected by the User on the Platform.
- 3.2.** Unless otherwise expressly stated on the Platform, the Subscription Term shall automatically renew for successive periods equal to the initial Subscription Term (each a “Renewal Term”), without further action by the User.
- 3.3.** The Company may modify, suspend, or discontinue automatic renewals at its sole discretion. The User may disable auto-renewal through their account settings; however, such disablement shall not affect any then-current Subscription Term.
- 3.4.** The Company reserves the right to suspend or terminate the Subscription Term at any time in accordance with this Agreement, including in cases of breach, regulatory requirements, or risk considerations.
- 3.5.** Fees are determined and published by the Company on the Platform and may be updated from time to time at the Company’s sole discretion.
- 3.6.** By using the Services, the User agrees to pay all applicable Fees as displayed on the Platform at the time of purchase or billing. All Fees:
 - a) are non-refundable and non-cancellable, except where explicitly required by applicable law or expressly stated by the Monitoring Product Terms;
 - b) are exclusive of all taxes, duties, levies, or governmental charges (“Taxes”), which shall be borne solely by the User;

- c) may be charged automatically using the User's selected payment method.

3.7. The Company reserves the right to:

- a) change Fees at any time, including introducing new fees or modifying existing pricing structures;
- b) apply updated Fees immediately or from the next billing cycle, as determined by the Company;
- c) correct any pricing errors or inaccuracies at any time, including after a transaction has been initiated.

3.8. The Company may suspend or restrict access to the Services for non-payment without prior notice. For the avoidance of doubt:

- any discounts, promotional pricing, or special terms apply only for the period explicitly indicated on the Platform;
- upon renewal or expiration of such period, standard pricing shall automatically apply without further notice.

4. INTELLECTUAL PROPERTY AND LICENSE

4.1. All rights, title, and interest in and to the Services, 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. Monitoring is provided under a license and is not transferred by way of assignment (alienation).

4.3. Subject to compliance with these Monitoring Product 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 Monitoring 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 Monitoring;

- (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 Monitoring;
- (f) use the Monitoring for competitive analysis or benchmarking without written consent;
- (g) integrate the Monitoring 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 Monitoring Product Terms and may result in immediate termination of the license without notice.
- 4.6. The Company reserves all rights not expressly granted under these Monitoring Product Terms.
- 4.7. In the event the User creates any feedback, suggestions, improvements, or enhancement proposals related to the Monitoring, 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 SUSPENSION OF SERVICES

- 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 Monitoring Product Terms at any time, with or without cause, by providing written notice to the User.
- 5.2. The Company reserves the right to suspend providing Monitoring to User with immediate effect in cases of material breach of Monitoring Product Terms:

The User shall not, and shall not permit any third party to:

- (a) rent, lease, license, sublicense, sell, transfer, assign, distribute, or otherwise make the Services available to any third party;

- (b) use the Services to develop, provide, or support any product or service offered to a third party, including any service bureau, outsourcing, or time-sharing arrangement;
- (c) access or use the Services for the purpose of benchmarking, competitive analysis, or building a competing product or service;
- (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying structure, ideas, or non-public APIs of the Services, except to the extent such restriction is expressly prohibited by applicable law, and then only upon prior written notice to the Company;
- (e) copy, reproduce, modify, translate, or create derivative works based on the Services;
- (f) remove, alter, or obscure any proprietary notices, including copyright, trademark, or confidentiality notices, contained in or displayed through the Services or in any output thereof;
- (g) publicly disclose, publish, or otherwise disseminate any performance, benchmarking, or comparative test results relating to the Services without the Company's prior written consent.

Company does not refund any amounts due to the suspension of Services based on material breach of Monitoring Product Terms by User.

- 5.3.** In cases of suspension of Services without any breach of Monitoring Product Terms by User Company shall make refund on pro rata basis.
- 5.4.** Upon such revocation or termination, the Company shall have no further obligation to provide access to, maintain, support, update, enhance, or otherwise service the Monitoring. The Company may immediately discontinue any and all maintenance, technical support, upgrades, patches, or related services without incurring any liability to the User.
- 5.5.** 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 Monitoring, and the Company shall not be liable for any losses, damages, or business interruption arising therefrom.
- 5.6.** The Company shall not be liable for any loss, damage, downtime, or business interruption resulting from suspension or termination of Services.

6. TERMINATION BY USER

- 6.1.** User may terminate Agreement within thirty (30) days after written notice.
- 6.2.** Upon any expiration of Subscription term or termination of this Agreement, the User will immediately cease all use of and access to all Services. The User acknowledges that it will have no further access to any data input into any Services, and that the Company may delete any such data as may have been stored by the Company at any time thereafter.

7. RISK WARNING

- 7.1.** The Monitoring 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 Monitoring Product Terms, the User represents that it is acting in the course of business activities.
- 7.2.** Cryptocurrency markets are highly volatile. The value of mined digital assets may fluctuate significantly and unpredictably due to market conditions, liquidity constraints, macroeconomic factors, regulatory developments, or technological changes. The Company does not guarantee profitability, return on investment, or any minimum level of mining rewards, especially by using Monitoring.
- 7.3.** Mining rewards depend on factors beyond the Company's control, including:
 - 7.3.1.network hash rate and mining difficulty adjustments;
 - 7.3.2.block rewards and transaction fee structures;
 - 7.3.3.consensus protocol changes (including forks or upgrades);
 - 7.3.4.competition from other miners or mining pools.Such factors may reduce or eliminate expected mining rewards.
- 7.4.** The User acknowledges the risk of:
 - 7.4.1.hardware failure, degradation, or obsolescence;
 - 7.4.2.interruptions in electricity supply or connectivity;
 - 7.4.3.data center outages or infrastructure failures;

7.4.4. software bugs, vulnerabilities, or cyberattacks;

7.4.5. delays or failures in reward distribution.

The Company does not guarantee uninterrupted or error-free operation of the Services.

7.5. The legal and regulatory status of cryptocurrency mining varies across jurisdictions and may change rapidly. The User is solely responsible for:

7.5.1. determining whether participation in mining is lawful in their jurisdiction;

7.5.2. complying with applicable laws, including tax, AML/KYC, and reporting obligations.

7.6. The Company does not provide legal, tax, or regulatory advice.

7.7. To the maximum extent permitted by applicable law, the User assumes all risks associated with the operation of the Monitoring.

8. OPEN-SOURCE COMPONENTS

8.1. The Monitoring 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 Monitoring Product Terms shall limit, restrict, or supersede any rights granted to the User under the relevant open-source licenses.

8.2. 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.

8.3. The Company provides Open Source Components “as is” without any warranties or representations beyond those required by the applicable open-source licenses.

8.4. 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.

- 8.5.** In the event of a conflict between these Monitoring Product 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.

9. PROHIBITED USE

- 9.1.** The User shall not use the 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 Monitoring without authorization;
- (f) intentionally overloads, destabilizes, or stress-tests hardware beyond reasonable operational limits without appropriate safeguards;
- (g) integrates the Monitoring into hardware products for commercial resale without prior written agreement with the Company;
- (h) misrepresents the origin, authorship, or certification status of the Monitoring.

- 9.2.** The User is solely responsible for ensuring that the use of the Monitoring complies with all applicable laws, export control requirements, electrical and safety standards, environmental regulations, and other regulatory obligations in the relevant jurisdiction.

- 9.3.** The Company reserves the right to investigate suspected violations and may suspend or terminate access to the Services where misuse, unlawful activity, or regulatory risk is identified.
- 9.4.** Violation of this Section constitutes a material breach of these Monitoring Product Terms and may result in immediate termination of access without refund of any Fees.

10. REGULATORY COMPLIANCE

- 10.1.** The User shall comply with all applicable laws and regulations in their jurisdiction when accessing or using the Monitoring.
- 10.2.** The Company makes no representation that the Monitoring is appropriate or lawful for use in any specific jurisdiction.
- 10.3.** The User is solely responsible for ensuring that the use of the Monitoring 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 Monitoring may interact with networks, devices, monitoring systems, or third-party infrastructure.
- 11.2.** The Company does not guarantee that the Monitoring 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 User shall create and update backup copies of all the data it needs. The User shall restore data from its own backup copies on its own.

11.5. The Company shall not be liable for:

- hacking incidents;
- malware infections;
- denial-of-service attacks;
- data interception;
- security breaches arising from third-party infrastructure.

11.6. The Company does not guarantee continuous availability, uninterrupted operation, or immunity from cybersecurity risks.

12. LIMITATION OF LIABILITY

12.1. 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. 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.

12.2. The Monitoring 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.

12.3. 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. 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.

12.4. The User expressly waives any claim based on expectation of performance improvement, hardware lifespan extension, profitability, energy efficiency, or any projected economic outcome.

12.5. 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) any breach of these Monitoring Product Terms by the User;
- (b) any violation of applicable laws or regulations by the User;
- (c) any infringement of intellectual property rights arising from the User’s modification or redistribution of the Monitoring;
- (d) any claims brought by partners, contractors, or third parties of the User;

(e) 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 Monitoring Product Terms indefinitely.

14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1.** This Agreement, as well as any relationships between the User and the Company arising in connection with the use of the Monitoring and the provision of Services, shall be governed by the laws of the United Arab Emirates.
- 14.2.** 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 set out in Monitoring Product Terms.
- 14.3.** The Company shall review the complaint within thirty (30) calendar days from the date of receipt.
- 14.4.** 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.
- 14.5.** 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.

15. AMENDMENTS

- 15.1. The Company reserves the right, at its sole discretion, to modify, amend, supplement, or replace these Monitoring Product Terms at any time.
- 15.2. Updated versions shall become effective upon publication on the Company's official website, unless otherwise specified.
- 15.3. It is the User's responsibility to review the Monitoring Product Terms periodically. Continued use of the Monitoring after publication of updated Monitoring Product Terms constitutes acceptance of such amendments.
- 15.4. If the User does not agree with the amended Monitoring Product Terms, the User must cease using the Monitoring.

16. WAIVERS.

No waiver will be implied from conduct or failure to enforce or exercise rights under Monitoring Product Terms, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the Party claimed to have waived.

17. SEVERABILITY

- 17.1. If any provision of these Monitoring Product 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 Monitoring Product Terms constitute the entire agreement between the User and the Company concerning the Monitoring 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 Monitoring Product Terms without prior written consent of the Company.
- 19.2.** The Company may assign or transfer its rights and obligations under these Monitoring Product 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:

For general issues – support@emcd.io

For legal issues – legal@emcd.io