Terms of Use v.1.01 (effective as of 10.05.2018)

1. By installing and using FinMiner you agree to these Terms of Use. These Terms of Use supplement the License Agreement, and all Definitions used in these Terms and License Agreement shall be determined and construed as set forth:

   "User" – person or legal entity who may download, install, run and use the Software.

   "Software" – program for Mining (Miner) that allows, inter alia, to mine coins fully automatically. In the Agreement the "Software" refers to the Software and Updates, unless otherwise expressly mentioned in this Agreement.

   "Mining" – the process of receiving emitted units of cryptocurrency by solving the complex calculations (algorithms) used to create new blocks which record the transactions that have been made.

   "Update" – program that modifies present functionality or adds new functionality to the Software.

   "Applicable Law" – law determined as regulating by this Agreement.

   "Relevant Law" – law of the country of the User's citizenship, country where the User lives, where the User is incorporated or where the User has their place of business.

   "Acceptance of the Terms" – expression of the Licensee's intention to enter into the Agreement. The moment of Acceptance of the Terms is determined as the moment when the User installs the Software or begins to use the device on which the Software was downloaded or installed before the User became the owner of this device.

   "Terms of Use" – terms and conditions determining how the Licensee may and shall use the Software, including, but not limited to, terms and conditions of Mining and use of all concomitant functions.

   "Website" – the Website of the Software miner.finom.io.

   "Third Party Services" – programs and websites of third parties.

   "Confidential Information" – all written or oral information relating to the business of either Party that became known to any Party and that has been defined as confidential or that by the nature of the circumstances in which the disclosure occurred should be considered confidential.

   "Trademarks" – the Licensor's trademarks both registered and unregistered.

   "Technical Support" – consultation of the Users regarding downloading, installing or use of the Software conducted by the Licensor or authorized persons.

2. FinMiner and the right to use it are granted to you in accordance with the License Agreement.

   If you transfer FinMiner to another person, you hereby oblige to transfer the Software with the Terms of Use and License Agreement.

   If you do not agree with these Terms of Use, fully or partly, you shall stop installing and/or using FinMiner.

3. By Accepting the Terms of Use you agree to use FinMiner conscientiously and not to breach the Terms of Use or License Agreement, including by using FinMiner or its parts for hidden mining.

4. By Accepting these Terms of Use, you agree that if you do not specify a pool/pools, FinMiner shall automatically use pools on nanopool.org in accordance with the selected cryptocurrency.

5. Payment for the use of FinMiner is made via a commission on mining. The commission on mining is 1% of total mining time.
    Hereby you agree not to use FinMiner, its bugs and other programs and/or services with the purpose of cancellation, reduction, change, removal, block or redirection or any other change or prevention of functioning of the built-in payment system of FinMiner.

6. If any amendments are made to these Terms of Use or License Agreement, information about such amendments shall be placed on the Website.

7. The Licensor may make any amendment to the Terms of Use and/or License Agreement at any time without previous notification of the User.

8. You acknowledge hereby that you agree to use FinMiner at your own risk. The Licensor is not responsible for any negative effects from the use of FinMiner, including, but not limited to, stopping of functioning of FinMiner, or any damage, including, but not limited to, physical damage to your property, consequential loss, damage to your health, or violation of Applicable or Relevant Laws.

License Agreement v.1.01 (effective as of 10.05.2018)

Subject to the terms and conditions of this Agreement ("Agreement", "Terms", "License agreement"), Cryptogen, Ltd., (hereafter referred to as "Licensor") grants the User (hereafter referred to as "Licensee") the right to use Software (FinMiner).

By accepting this License Agreement the User expressly acknowledges that he or she understands these Terms and agrees to be bound by this Agreement and all further amendments and supplements hereto.

The Licensor is not obliged to notify the Licensee about any amendments and/or supplements made to the Agreement. The Licensee is responsible for checking this Agreement and Terms of Use regularly for amendments and supplements.

The current versions of the Agreement and Terms of Use are available on the Website.

Please note that the Licensor does not grant the right to use the Software to persons who are citizens of or who live in countries where the Software shall be especially licensed, accredited or regulated by other ways, nor does it grant the right to use the Software to legal entities that are incorporated or have their place of business in such countries.

The Licensee shall check Relevant Law to ensure that the Software meets all requirements thereof.

The Licensee has the responsibility to comply with the Relevant Law. If the Software, fully or partly, or its separate functions, contravene the Relevant Law, the User shall not download the Software. If the Software is already downloaded, the Licensee shall not use it and shall remove it and all relevant data.

The Licensee is fully responsible for any negative consequences arising from the fact that the Software does not comply with the Relevant Law.

By Accepting these Terms, the User warrants that he or she is not in or from any country from which access is restricted by the Licensor or where Relevant Law restricts use of the Software. The User warrants that he or she does not intend to use the Software with an aim contrary to the Agreement, Terms of Use or law.

The Licensor reserves the right to impose additional requirements or conditions before accepting Users residing in or from specific countries in its sole discretion.

In case of disagreement with these Terms or any further amendments and supplements, the User shall cease downloading and/or using the Software.

The Licensor and Licensee, together referred to as "Parties", agree on the following:

1. Subject of the Agreement

1.1 The Licensor hereby grants the Licensee non-exclusive, non-transferable, non-sub-licensable right to use the Software in accordance with this Agreement and Terms of Use.
1.2 Under this Agreement no right is transferred.
1.3 Unless this Agreement provides otherwise, the right to use the Updates shall be granted in accordance with these Terms. The Licensee shall use the Updates in accordance with this Agreement and Terms of Use.
1.4 The Licensor may restrict access of Users from any country to the Updates in its sole discretion even if access to the Software is not restricted for this country.

2. Provision of Software

2.1 The Licensor grants access to the Software for downloading, installing and use of the Software.
2.2 Insofar as the Software requires connection to the Internet for its proper work and access to the Technical Support, the Licensee is required to have and maintain an adequate Internet connection.

3. Payment Terms

3.1 The Licensee downloads FinMiner and acquires the right to use it free of charge.
3.2 The Licensee is obliged to pay fees for Mining in accordance with the Terms of Use.

4. Use of FinMiner

4.1 The Licensee may use the Software only within the limits set by this Agreement and Terms of Use.
4.2 The Licensee agrees not to reverse engineer, decompile, disassemble, modify, prepare derivative works or use the Software as a basis or as part of another program or transform the Software in any other way.
4.3 Any person who breaches this prohibition shall remove all elements of the Software from the prepared program and pay damages including, but not limited to, consequential loss.

4.4 If the Licensee prepares a new program using the Software or its parts as a part or as a base, the Licensor may request the Licensee to stop using the Software or parts thereof in the other program.

4.5 If the Licensee identifies any bug, purposely or accidentally, he or she shall immediately notify the Licensor about the identified bug, stop using the Software and maintain strict confidentiality on all information related to the identification of the bug and the identified bug.

4.6 If the Licensee or any person who became aware of an identified bug exploits such a bug, the Licensee obliges to return what was acquired by him or her or by such person as a result of exploitation of the bug.

5. Third Party Services

5.1 The Licensor may include information and links to Third Party Services in the Software or on the Website. The Third Party Services may not be available in all languages or in all countries. Third Party Services may require payment.

5.2 The Licensor is not obliged to evaluate Third Party Services, including, but not limited to, their content or accessibility. The Licensor is not obliged to provide the Users with access to Third Party Services.

5.3 The Licensee expressly acknowledges and agrees to be fully responsible for all effects of use of Third Party Services, including compliance with the Relevant Law.

5.4 The Licensor may restrict access or change conditions of access to Third Party Services via the Software and/or the Website. The Licensor is not obliged to notify the Licensee about such restrictions.

5.5 The Licensor is not responsible for the accessibility of Third Party Services, their content, functions and any negative effects of use of the Third Party Services. The Licensor is not responsible for any consequences of restrictions or change of conditions of access to the Third Party Services via the Software and/or the Website.

6. Exclusive Rights

6.1 The Licensee does not acquire any rights to the Software except the right to use it in accordance with this Agreement and Terms of Use.

6.2 The Licensee may not use, reproduce or display the Trademarks, images, video, audio, texts and other content placed or used in the Software or on the Website if such use, reproduction or display is not related to promotion of the Software and/or Cryptogen, Ltd.

6.3 The Licensee may not remove, obscure or modify the Trademarks, any copyright notices or other legal notices.

7. Technical Support

7.1 The Licensor may provide the Licensee with consultations on technical issues related to downloading, installing and using the Software.

7.2 The Licensor does not provide Technical Support on issues related to Third Party Services.

7.3 The Licensor is not obliged to provide the Licensee with Technical Support.

8. Warranty

8.1 The Licensee hereby agrees to use the Software at his or her sole risk. The Software is granted "AS IS", the Licensor provides no guaranties of, including, but not limited to, lack of faults in the Software, fitness for a particular purpose, merchantability, compliance with the Relevant Law and any Licensee's expectations, including technical and commercial.

8.2 The Licensee agrees that the Licensor is not responsible for any errors, bugs or other failures and defects which may occur during the downloading, installing and/or use of the Software.

8.3 The Licensor is not responsible for the impossibility of use of the Software, the Website or the Third Party Services for any reason, including, but not limited to, incompatibility of the Software and the User's device or lack of connection to the Internet.

8.4 All information, including, but not limited to, financial information and any forecasts, is placed in the Software, on the Website and on the Third Party Services only for informational purposes.

The Licensor is not responsible for its accuracy and consequences of use, including, but not limited to, infringement of third party rights or damage occurred as a result of use of this information as a guideline or recommendation.

8.5 No oral or written message or advice, including, but not limited to, consultations provided as Technical Support by the Licensor or any authorized representatives, shall create a warranty.

9. Liability

9.1 The Licensee shall be liable for any breach of this Agreement or Terms of Use in accordance with this Agreement, Terms of Use and Applicable Law.

9.2 The Licensor may restrict the right to use the Software if the Licensee breaches the Agreement or Terms of Use. The Licensor is not obliged to notify the Licensee about the intention to restrict this right. If the right of use is restricted, the Licensee shall remove the Software from all his or her devices and not try to acquire access to the Software, including, but not limited to, by using the Software granted to another person.

9.3 The Licensor is not responsible for any negative effects, including, but not limited to, harm induced by or related to downloading, installing and/or use of the Software. The Licensor is not responsible for any damage, including, but not limited to, damage caused to the User's health, property, business reputation, loss of profit or loss of data by downloading, installing or use of the Software, the Website or the Third Party Services, or related to such downloading, installing or use.

10. Term of the Agreement

10.1 This Agreement is perpetual.

10.2 The Agreement continues in force and effect unless it is terminated. Termination provisions are provided in Section 11.

11. Termination of the Agreement

11.1   The Licensee may terminate the Agreement by notifying the Licensor in written form about his or her intention to terminate the Agreement not later than 30 days before the assumed date of termination.

11.2   The Licensor may immediately terminate the Agreement if the Licensee breaches the Agreement or the Terms of Use. The Licensor is not obliged to notify the Licensee about such termination.

11.3   The Licensee's access to the Software and Mining may be restricted in the Licensor's sole discretion if the Agreement is terminated at the initiative of the Licensor.

11.4   The Licensee shall remove the Software from all his or her devices immediately after termination of the Agreement. Use of the Software may be resumed only if the Acceptance of the Terms is repeated.

12. Transfer of Rights

12.1   The Licensee may not assign or transfer any rights or obligations under this Agreement without the previous written consent of the Licensor, including transfer in pursuance of law or in connection with change of control.

12.2   If the Licensee transfers the device with the downloaded or installed Software, the Licensee shall provide the acquiring person with this License agreement and Terms of use.

12.3   The person who acquired such a device may use the Software only if this person Accepts the Terms.

12.4   The Licensor may transfer or assign any rights and/or obligations, fully or partly, without receiving the Licensee's consent or approval.

13. Confidentiality

13.1   Each Party obliges to protect the Confidential Information of the other Party or its affiliated persons with the same due diligence that it does for the protection of its own Confidential Information.

13.2   The Parties agree not to disclose the Confidential Information to third parties without the previous written consent of the disclosing Party.

13.3   The Licensee shall maintain in confidence the source code of the Software if the Licensee becomes aware of this code.

13.4   The Licensee shall immediately notify the Licensor that he or she became aware of the source code.

13.5   If these confidentiality provisions are breached, the breaching Party shall pay damages including consequential loss.

14. General Provisions

14.1   If any part of this Agreement is found to be void or unenforceable, it will be amended to the minimum extent necessary to make it valid and enforceable.

14.2   The Terms of Use are a part of this License agreement.

14.3   If any part of the Agreement is found to be void or unenforceable, the reminder of the Agreement shall remain in force even if the void and unenforceable parts are not amended, as if such provisions were not a part.

14.4   This Agreement is written in two languages: English and Russian, both versions are deemed authentic. In case of dispute the text in English shall prevail. If the Agreement is translated into any other language the version in English language shall prevail.

14.5   All notices regarding this Agreement shall be written in English.

15. Applicable Law

15.1   The Agreement shall be governed by and construed in accordance with the law of England and Wales.

16. Dispute Resolution

16.1   In the event of any dispute arising out of or relating to this Agreement, the Parties shall use their good faith to settle the dispute through negotiation.

16.2   The Parties submit to the exclusive jurisdiction of the English courts, and agree to file a claim only if the dispute may not be settled through negotiation within 2 (two) months.