

Zenotta Mining Software ZMS

- Terms of Use -

PLEASE READ THESE TERMS OF USE ("TERMS") CAREFULLY, as they govern the relationship between you as a Miner and Zenotta, a company duly organized and existing under the laws of Switzerland and registered office at Lindenstrasse 2, 6340 Baar, Zug/Switzerland. These Terms define the rights and obligations of the parties in connection with proceeding as a Miner on the Zenotta Blockchain using the Zenotta Mining Software (hereinafter "**ZMS**").

These Terms constitute a legal agreement and create a binding contract between the Miner and Zenotta. Your access to and use of the ZMS is conditional upon your acceptance of, and compliance with, these Terms. By downloading and using the ZMS, Miner explicitly acknowledges and agrees to these Terms.

The current version of the Terms, as published on GitHub, is applicable. These Terms and the ZMS may be updated by Zenotta in its sole discretion, at any time without any prior notice requirement. In the event of any amendments to these Terms or update of ZMS, the Miner's continued mining with the ZMS shall be deemed as Miner's acceptance of the amended agreements and rules in the Terms. If you do not accept the updated conditions or do not update the ZMS, this may result in mining no longer being possible. Zenotta recommends keeping a copy of these Terms for future reference.

1. DEFINITIONS

Capitalized terms used in this Terms are defined in this Section 1 or in the Section where they are first used.

- "**Miner**" means the person mining out Zeno Tokens.
- "**Mining**" means a process that involves Computing Hardware making many thousands of calculations in the attempt to solve a cryptographic puzzle, which, when solved, means that persons Mining are, or their associated network is, rewarded with an amount of crypto assets in the form of Zenos.
- "**Mining Account Wallet**" means the wallet or tech that holds tokens and keypairs.
- "**Intellectual Property Rights**" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademarks, trade names, service marks, logos, insignias, trade dress and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions,

combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

- "**Parties**" means Zenotta and Miner together, "**Party**" means Zenotta and Miner respectively.
- "**Software**" means machine-readable instructions and data (and copies thereof) including any modifications, improvements, updates, upgrades or translations thereof which Zenotta has made available to the Miner through the Zenotta Repository on GitLab.
- "**Source Code**" means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.
- "**Zeno**" means the cryptographic token native to the Zenotta Blockchain.
- "**Zenotta**" means Zenotta AG or one of its subsidiaries.
- "**ZMS**" means the software and tools for mining on the Zenotta Blockchain as a Product, as made available on GitHub for download and Use in accordance with this Agreement.
- "**Zenotta GitHub Code Repo**" means the repository that stores and provides access to the Zenotta network source code.
- "**Zenotta Website**" means www.zenotta.com as well as any other website operated by Zenotta, such as www.zenotta.io, Github, etc.

2. MINING TERMS

2.1 Miner acknowledges and understands to be bound by these Terms when downloading and/or using the ZMS. In doing so, Miner represents the following:

- (If corporate): Miner is duly organised and validly existing under the laws of the jurisdiction of establishment, and has full power, authority and right to be bound to these Terms and to comply with these Terms, including as regards performing all actions and obligations under these Terms, which therefore constitute valid and legally binding obligations on Miner.
- (If an individual): Miner is eligible to agree to these Terms and to comply with the terms set out in these Terms, and Miner is able to comply with all related obligations, including as regards any age, residency, legal capacity, competency and all other requirements.
- Miner is legally permitted under Applicable Law to deal in crypto assets, has the necessary and relevant experience, knowledge and understanding to deal in crypto assets, and there is no other reason to prevent Miner from agreeing to these Terms.
- Miner will act in compliance with these Terms and Applicable Law.

- Miner is familiar with the risks associated with dealing in crypto assets, including those set out in these Terms.
- All information Miner has to supply to Zenotta is accurate and not misleading.
- Miner waives any rights to participate in a class action lawsuit or a class wide arbitration against Zenotta, any entity which is part of the same company group as Zenotta, and / or any individual involved with Zenotta.

2.2 Miner must not, and must not attempt by any act or omission, to:

- interfere with any other person's access to the ZMS.
- use any Computing Hardware in connection with the Mining without the full knowledge, awareness and authorisation of the owner(s) of such Computing Hardware.
- circumvent the security of or interfere with the proper working of Mining, nor otherwise introduce, nor permit the introduction of, any computer virus into the ZMS, the Zenotta Website or any other Zenotta system.
- gain unauthorized access to any part of our Mining Services, Website, the server, equipment or network on which our Website is stored, any server, computer or database connected to our Website or any software.
- use Network Botnets in connection with our Services, or Mine crypto assets using several different IP addresses.
- violate or infringe any intellectual property rights of any person, or otherwise abuse, offend, discriminate against, threaten, extort, defame, harass or stalk or otherwise violate or infringe the rights of any person.
- use Zenotta's Website(s) to send junk email, spam or any other form of unsolicited communication to people who do not wish to or have not consented to receive them.
- attempt to access, decompile, reverse engineer, decipher, decrypt, decode, create derivative works in, disassemble, convert into a human-readable form, or otherwise interfere with the ZMS.
- modify, sublicense, copy, rent, sell, distribute, or transfer any ZMS except as permitted in these Terms.
- transmit, broadcast or procure the sending of any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation.
- share, rent, or lease out your right to use ZMS.
- use our Website to attempt to gain unauthorised access to any other website, internet account, server, computer, equipment, system, network, data or information.
- use the Zenotta Website to monitor data or traffic on any network or system.

- use the Zenotta Website to collect information not intended for publication, including email addresses, screen names or other identifiers, by deceit or negligence.
- involve any aspect of the Zenotta Services in relation to any: denial of service or distributed denial of service attacks; distribution of Viruses; hosting of offensive and harmful content; interception of traffic; falsification of origin traffic; monitoring and crawling of any systems; illegal, fraudulent and harmful activities; SPAM and unsolicited email distribution;
- commit, cause, facilitate or contribute to the commission by any person of a tax evasion offence or facilitation of a tax evasion offence. For these purposes, a tax evasion offence includes cheating a public revenue authority or being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of tax, and tax includes duties and social security contributions.
- Use our Services, CML Software or our Website in connection with any purpose that is unlawful or immoral, or otherwise breach of any Applicable Laws.
- Tax regulations may require us to provide tax authorities with certain information, or to withhold taxes from pay-outs we would otherwise make (including if you do not provide us with information we may request). Where this is the case, you authorise us to pass on the relevant information / make the relevant withholding(s) of tax.

2.3 Miner must:

- comply with all obligations as set out in these Terms, and not do anything that it is not permitted by these Terms.
- comply with all national requirements including any possible permits or licences/licenses to mine out Zeno Tokens;
- ensure that any Wallet you use to receive and hold crypto assets supports all the requirements for the secure safekeeping of your crypto assets.
- as soon as reasonably practicable give Zenotta written notice upon a breach, or suspected breach, of any of Miner's obligations under these Terms.

3. DISCLAIMER OF WARRANTIES

TO THE POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW ZENOTTA DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE. ZENOTTA PROVIDES THE ZMS "AS IS" AND DOES NOT WARRANT THAT THE ZMS WILL BE ERROR-FREE, VIRUS FREE, OR PERFORM WITHOUT INTERRUPTIONS, OR THAT IT WILL PROVIDE ANY ERROR CORRECTIONS. ZENOTTA DOES NOT WARRANT THAT THE OPERATION OF THE ZMS PRODUCT WILL MEET MINERS REQUIREMENTS. MINER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES AND THAT NO WARRANTIES ARE MADE BY ZENOTTA.

4. LIMITATION OF LIABILITY

ZENOTTA'S LIABILITY FOR SLIGHT NEGLIGENCE SHALL BE EXCLUDED TO THE EXTENT PERMITTED BY LAW. IN NO EVENT WILL ZENOTTA BE LIABLE TO MINER FOR

ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA, LOST TOKENS, LOST CRYPTO ASSETS AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ZENOTTA BE LIABLE TO MINER FOR ANY DAMAGES, REGARDLESS OF WHETHER THE CLAIM IS BROUGHT UNDER THEORIES OF CONTRACTS, TORTS OR OTHERWISE. BOTH PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS SECTION REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY.

4.1 Miner acknowledges and understands that the ZMS is provided on an “as is” and “as available” basis. As such it is provided without warranties of any kind, whether express or implied, including, but not limited to, no implied warranties as to merchantability, fitness for a particular purpose, non-infringement or course of performance.

4.2 Zenotta is not liable for any loss (of whatever nature and regardless of whether that loss is foreseeable and / or consequential) as a result of:

- Miner’s breach of these Terms.
- Miner’s breach of any Applicable Law.
- A loss in the value of crypto assets.
- Any lack of availability of or delay in relation to providing any aspect of the ZMS.
- Any mispricing, inaccuracy or lack of completeness in relation to any information Zenotta provides so long as Zenotta has acted in good faith.
- Any issue with the Mining Account Wallet, including as regards the security of the Mining Account Wallet.
- Exercising any of Miner’s rights under these Terms.
- Anything done or not done by third parties, including third party providers of Mining or computer software, and any third party involved in buying / selling / converting crypto assets.
- Any inaccuracy or lack of reliability in relation to any information or content provided on the Zenotta Website.
- Any Virus in the Mining Software and / or the Website.
- The services not being fit for a particular purpose.
- Anything for which Zenotta has explicitly excluded responsibility or liability for under these Terms; and/or
- Unforeseeable events and / events outside Zenotta’s reasonable control including any issues with the blockchain network and content posted by a third party on the Website.

5. MINING ACCOUNT WALLET

- 5.1** Where you obtain Zeno Tokens by Mining, they will be stored in your Mining Account Wallet by default.
- 5.2** Your Mining Account Wallet can only be used to receive Zeno Tokens you receive using the ZMS. It cannot be used to receive any other form of rewards or payment, for example it does not accept Airdrops or other crypto assets resulting from a fork.
- 5.3** Miner is solely responsible for safeguarding the password to access Miner's Mining Account Wallet, and Miner is responsible for any activities or actions undertaken using this password. It is Miner's responsibility to keep this information secret and confidential and not to disclose it to any other person. Zenotta is not liable for any loss as a result of the security of a password or a Mining Account Wallet being compromised.
- 5.4** Once Zeno Tokens are transferred from your Mining Account Wallet to an external Wallet, Zenotta is not responsible for them and does not accept any liability in relation to them.
- 5.5** Zeno Tokens in the Mining Account Wallet are locked up for ### seconds before they can be transferred to any other Wallet.
- 5.6** If Miner transfers Zeno Tokens from your Mining Account Wallet to another Wallet, Miner is solely responsible for ensuring that full and accurate details of this other Wallet the Miner transfers them.

6. INTELLECTUAL PROPERTY

- 6.1** Zenotta is the owner or the licensee of all copyright and intellectual property rights (of whatever nature) that exist in connection with the Website (including any content on the Website) and the Mining Services. Miner has the right to use any part of the code under each applicable license according to the Zenotta GitHub Code Repo. Any other use is expressly prohibited.
- 6.2** Zenotta expressly reserve all rights in and to the copyright protected content, materials, information and data related to Zenotta and Zenotta's GitHub Code Repo, each under its specific license as set out on GitHub. Miner agrees that Zenotta does not grant Miner any rights in or licenses to any materials or code except for the licence set out on GitHub.
- 6.3** Except to the extent expressly permitted under these Terms, you agree that you shall not (either solely or jointly with or on behalf of any other third party) modify, reverse engineer, reverse compile, disassemble, copy, frame, mirror, scrape, rent, lease, license, loan, republish, display, sell, rent, distribute, transfer, assign, disclose or create derivative works based on the Materials, in whole or in part.
- 6.4** All logos are marks of Zenotta or our licensors. Miner may not copy, imitate, or use our trading names or logos without our prior written consent. All rights, title and interests in and to the copyright protected materials, any content thereon or therein and all technology and any content created or derived from any of the foregoing is the exclusive property of Zenotta.

7. MISCELLANEOUS

- 7.1** If any provision of these Terms is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
- 7.2** Nothing contained in these Terms shall be deemed to constitute either Party a partner, joint venture or employee of the other Party for any purpose. Nothing in these Terms and no action taken by the Parties pursuant to this Agreement shall be deemed to constitute either Party the agent of the other Party for any purpose. No Party has, pursuant to these Terms, any authority or power to bind or to contract in the name of the other party. This Agreement does not create any third-party beneficiary rights in any person.
- 7.3** These Terms will be governed by and construed and enforced in accordance with the laws of Switzerland without giving effect to any choice or conflict of law provision or rule. Any Dispute arising out of Mining or relating to these Terms, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved by the ordinary courts in Zug, Switzerland.

EXHIBIT 1: RISKS

DEALING IN CRYPTO ASSETS INVOLVES A HIGH DEGREE OF RISK, AND, THEREFORE, SHOULD BE UNDERTAKEN ONLY IF YOU ARE CAPABLE OF EVALUATING THE RISKS INVOLVED AND ABLE TO BEAR THE RISK OF A COMPLETE LOSS OF ALL CAPITAL USED TO DEAL IN CRYPTO ASSETS.

YOU SHOULD CAREFULLY CONSIDER THE RISKS DESCRIBED BELOW AND CONSULT WITH YOUR PROFESSIONAL ADVISORS BEFORE DEALING IN CRYPTO ASSETS. DIFFERENT CRYPTO ASSETS MAY HAVE UNIQUE FEATURES WHICH MAY MAKE THEM MORE OR LESS LIKELY TO FLUCTUATE IN VALUE. IT SHOULD BE NOTED THAT THE LIST OF RISK FACTORS DESCRIBED BELOW IS NOT INTENDED TO BE EXHAUSTIVE AND DOES NOT NECESSARILY INCLUDE ALL THE RISKS TO WHICH YOU MAY BE EXPOSED WHEN DEALING IN CRYPTO ASSETS.

NONE OF THE INFORMATION PRESENTED IN THIS EXHIBIT 1 IS INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, NO SPECIFIC RECOMMENDATIONS ARE INTENDED, AND THERE HAS NOT BEEN ANY CONSIDERATION AS TO WHETHER CRYPTO ASSETS ARE A SUITABLE OR AN APPROPRIATE THING FOR YOU TO DEAL IN. WE EXPRESSLY DISCLAIM ANY AND ALL RESPONSIBILITY FOR ANY LOSS ARISING FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS SCHEDULE 1, OR (II) ANY ERROR, OMISSION OR INACCURACY IN SUCH INFORMATION.

BY DEALING IN CRYPTO ASSETS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THE RISKS SET OUT BELOW, WHICH WE SHALL NOT BE LIABLE FOR SHOULD THEY MATERIALISE.

THE RISKS PRESENTED AND LISTED HEREIN ARE TO NO EXTENT EXHAUSTIVE. IN ADDITION TO THE RISKS INCLUDED IN THIS EXHIBIT, THERE ARE OTHER NON-LISTED, UNKNOWN, UNANTICIPATED AND UNFORESEEABLE RISKS ASSOCIATED WITH YOUR ACQUISITION, POSSESSION, AND USE OF ZENO TOKENS AND THE ZENOTTA PROTOCOL SUITE IN GENERAL. ZENOTTA EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM OR IN RELATION TO ANY INFORMATION CONTAINED OR NOT CONTAINED IN THIS EXHIBIT.

- **Technology risks:** Distributed ledger technology such as blockchain and the applications derived from are in their early days. In this regard, no technical standards and no best practices have been agreed and established in this field by stakeholders. This may lead to material changes and/or technology/product abandonment in a foreseeable future. This may increase the overall financial risk of holding digital assets such as the Smart Data files as well as using the State Wallet services.
- **Software Weaknesses:** The overall Zenotta Protocol Suite, including but not limited to, the Zeno Tokens, the State Wallet as well as the underlying software applications, are subject to ongoing development and many aspects remain unproven. There is no warranty or assurance that the process for creating and issuing Zeno Tokens as well

as the State Wallet will be uninterrupted or error-free and there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of Zeno Tokens. Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptographic tokens and to the Zenotta Platform.

- **Uncertain Regulatory Framework:** The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact the Zeno Tokens in various ways, including, for example, through a determination that the Zeno Tokens are regulated financial instruments that require registration. As a result, the Company could make a determination that is required or in the best interests of the Company to cease the distribution of Zeno Tokens, offering the State Wallet services or the development of the Zenotta Protocol Suite entirely, or that it is required or in the best interests of the Company or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so in that jurisdiction. Blockchain activities, including the Zenotta Protocol Suite, could be impacted by a number of regulatory initiatives or developments in multiple jurisdictions including with respect to consumer privacy and protection, data privacy and protection, cyber security, intellectual property rights and protections, and other new categories of laws and regulations. Such regulatory initiatives and developments could significantly impact Zeno Token Functionality and/or the use of the State Wallet services in a legally compliant way.
- **Government Action:** Because of the regulatory uncertainty described above, blockchain activities, including the activities of the Company and the Company's Zenotta Network and Data Protocol, Zeno Token and State Wallet services may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of the Company or pursue regulatory or enforcement actions against the Company. Such governmental activities, if they were to occur, might or might not be the result of targeting the Company in particular. All of this could subject the Company to judgments, settlements, fines or penalties or require or cause the Company to restructure its operations and activities, to cease offering certain products or services,

such as but not limited to the State Wallet services, in one or more jurisdictions or refrain from delivering Zeno Tokens and/or offering the State Wallet services to certain persons or in certain jurisdictions. If any of the foregoing were to occur, the reputation of the Company and the ability of the Company to continue to develop the Zenotta Network and Data Protocol could be adversely affected, which in turn, could have a material adverse effect on the Zeno Tokens and the State Wallet services.

- **Insufficient Interest:** The creation and issue of Zeno Tokens, the State Wallet and the development of the Zenotta Network and Data Protocol may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that, even if the Zenotta Platform is developed as contemplated by the Lightbook, the User will receive any benefits through the use of the State Wallet services. Aspects of the Zenotta Protocol Suite may require third party development support. There is no assurance that those third parties will complete their required work or properly carry out their obligations. In addition, you understand and accept that following abandonment of the Zenotta Protocol Suite it may no longer be viable for Company to operate and that it therefore may dissolve voluntarily and as a consequence no longer offer the State Wallet services.
- **Risk Associated With third parties' Smart Data Applications:** It is possible that third parties' Smart Data Application could be established that utilize the utility of the Zenotta Protocol Suite. The Zenotta Protocol Suite may compete with these third parties' Smart Data Applications, which could negatively impact the adoption of the underlying technology, the Zeno Tokens as well as the State Wallet services. In addition, the Zenotta Protocol Suite may give rise to other, alternative projects, promoted by unaffiliated third parties, under which the Zeno Tokens will have reduced, or potentially no, intrinsic value.
- **Loss of Private Key:** Zeno Tokens can only be accessed by using your State Wallet with a combination of your account information (address), private key and password. The private key is under Wallet management; access to the Wallet is password protected. The User understands and accepts that if the private key or password gets lost or stolen, the Zeno Tokens associated with the User's account (address) or password may be unrecoverable and permanently lost. Additionally, any third party that gains access to the User's private key, including by gaining access to the login credentials relating to the User's State Wallet, may be able to misappropriate the User's Zeno Tokens.

- **Risk of Theft / Protocol Malfunction:** The Zenotta Protocol Suite may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, and any other forms of cyberattacks and hacking schemes. Any such successful attacks could result in theft or loss of funds, including Zeno Tokens, adversely impacting the ability to develop the Zenotta Protocol Suite and derive any usage or functionality from the Zeno Tokens as well as impacting the proper functioning of the Zenotta Protocol Suite as well as the State Wallet services, by *inter alia*, impeding the proper execution of the transactions.
- **Incompatible Wallet Service:** The User is highly recommended to follow the guidance and instructions available on the Website for the creation of his dedicated State Wallet, which is specifically designed to collect the Users Zeno Tokens. The failure to assure this may have the result that the User will not gain access to his Zeno Tokens and may result in a total loss of his Zeno Tokens. Users are recommended to build Wallets from the latest Smart Data Wallet object.
- **Development Risk: The Zenotta Protocol Suite** will be further completed in various steps. The User understands that the operability may be limited and not all of the anticipated operational features intended for the Zenotta Protocol Suite may be functioning at the launch of each step. Therefore, the Zenotta Protocol Suite as well as the State Wallet will still be subject to ongoing development and could undergo significant changes over time.
- **No Liquidity:** The Zeno Tokens are intended to be used solely in connection with the Zenotta Platform. The Zeno Tokens are not intended for investment purposes. There may never be a secondary market for Zeno Tokens. The Zeno Tokens may be subject to significant transfer restrictions as a result of actions taken by the Company or by government regulators.
- **No Ownership, Voting or Control:** The Zeno Tokens have no voting rights or other management or control rights. Zeno Tokens do not give holders any ownership interests or any right to receive future revenues, profits, shares, equities, securities or any form of participation.
- **Volatility risk:** The prices of crypto assets have historically been subject to dramatic fluctuations and are highly volatile. Several factors may influence the market price of crypto assets, including: (i) global digital asset and cryptoasset supply; (ii) the demand for crypto assets; (iii) the security of crypto assets exchanges and Wallets that hold crypto assets, as well the perception that the use and holding of crypto assets is safe

and secure; (iv) general expectations with respect to the rate of inflation, interest rates and exchange rates; (v) changes in the software, software requirements or Computing Hardware requirements underlying crypto assets; (vi) changes in the rights, obligations, incentives, or rewards for the various holders of crypto assets; (vii) interruptions in service from or failures of major cryptoasset exchanges on which crypto assets are traded; (viii) investment and trading activities of large purchasers, including private and registered funds, that may directly or indirectly invest in crypto assets; (ix) monetary policies of governments, as well as any trade restrictions, currency devaluations and revaluations; (x) regulatory measures, if any, that affect the use of crypto assets and changes in Applicable Law; (xi) global or regional political, economic or financial events and situations; and (xii) expectations among participants in crypto assets that the value of crypto assets will soon change. A decrease in the price of a single cryptoasset may cause volatility in the entire cryptoasset industry and may affect other crypto assets. Such volatility may result in a significant loss over a short period of time.

- **Liquidity risk:** After acquiring a crypto assets, you will have no right to return them for a refund, and you may not be able to sell them for as much as you bought them for. The value of a cryptoasset is dependent on the demand for that cryptoasset as well as the ability to transfer and cost of transferring that cryptoasset (this is referred to as liquidity). There may be limited liquidity in certain crypto assets, making it harder to dispose of them for their full (or any) value.
- **Risks associated with blockchain protocol(s):** Because crypto assets are generally reliant on at least one blockchain protocol, any malfunction, breakdown or abandonment of a protocol may have a material adverse effect on crypto assets reliant on it. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to crypto assets by rendering ineffective the cryptographic consensus mechanism that underpins the relevant protocol(s). We neither own nor control the underlying software protocols which govern the crypto assets you deal in and we are not responsible for their operation and do not guarantee their functionality, security, or ongoing availability.

- **Risk of losing access to crypto assets:** A private key, or a combination of private keys, is necessary to control and dispose of crypto assets stored in your Wallet. Accordingly, loss of requisite private key(s) associated with your Wallet storing crypto assets may result in loss of your crypto assets, and we are not responsible or liable for any loss you may suffer as a result or consequence. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted Wallet service you use, may be able to misappropriate your crypto assets, and we are not responsible for this unless directly caused by our gross negligence. Any errors or malfunctions caused by or otherwise related to the Wallet with which you choose to receive and store crypto assets, including your failure to properly maintain or use such Wallet, may also result in the loss of your crypto assets. A point to consider is the ability of the Wallet you use to support any Airdrops as well as any Forks. It is your responsibility to obtain, maintain and secure your Wallet, which must be compatible with the crypto assets you hold.
- **Risk of hacking and software and security weaknesses:** Hackers or other malicious groups or organizations may attempt to interfere with crypto assets in a variety of ways, including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing, as well as attacks which overpower the consensus-based mechanism on which the blockchain is built and attacks which interfere with or otherwise cause nodes to malfunction (nodes are computers / hardware devices that help maintain the blockchain). There is also an inherent risk that the software and related technologies and theories we use could contain Viruses. Viruses could cause, inter alia, complete loss of crypto assets. In addition, where a cryptoasset is based on open-source software, there is a risk that someone may intentionally or unintentionally introduce Viruses into the core infrastructure supporting crypto assets, which could negatively affect the operation and / or value of crypto assets.
- **Lack of information for monitoring crypto assets:** You may not be able to obtain all information you want from time to time regarding crypto assets. Even if you do receive such information, you may not receive it on a timely basis. It is possible that you may not be aware of materially adverse changes that have occurred with respect

to crypto assets in a timely manner. As a result of these difficulties, as well as other uncertainties, you may not have accurate or accessible information relating to your dealing in crypto assets, which could prevent you from taking actions with the potential to prevent adverse consequences relating to your dealing in crypto assets.

- **Human error:** There is a risk of loss due to human error. For example, if you input incorrect information when sending an instruction, there is a risk that the relevant crypto assets will be lost and not be recoverable. You accept responsibility for ensuring that all information and instructions supplied by you in connection with our Services is correct and complete.
- **Third party software providers:** You may interact with software provided by third parties in connection with your use of our Services. Where you do so, you accept that there may be additional risks in relation to such other software, and that it is your responsibility to assess the reliability, suitability and appropriateness of any such software.
- **Regulatory risks:** Regulation of crypto assets and underlying blockchain technologies is currently still being developed and likely to rapidly evolve. Regulation varies significantly between different jurisdictions and is subject to significant uncertainty. Regulators may in the future adopt laws, regulations, guidance or other actions that may severely impact the development, attractiveness and / or value of crypto assets.

Regulatory changes may also limit our ability to provide our Services in your jurisdiction, and a consequence of changes could accordingly be to restrict our business and the Services we can provide to you.

- **General economic risks:** Please be aware that the value of crypto assets can fall as well as rise. If you sell crypto assets, you may not get back the full amount you spent on those crypto assets, or anything at all. The value of crypto assets may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to the future performance of crypto assets.

- **Computational workloads:** We do not have access to the data or information on the workloads running across the blockchain networks we make available, and so do not guarantee the type of workloads which may run on your Computational Hardware.
- **Hash rate:** When you Mine crypto assets you will receive a reward based on factors such as the hash rate and the amount you allocate to Mining. A hash rate is a measure of the speed and capacity at which your Computing Hardware used for Mining operates, which can be from more than one Device assigned to your Account. You acknowledge and understand that the hash rate may be adversely affected by numerous issues which could result in lower or no payments of rewards for Mining, including: inadequate or slow Computing Hardware (or any software errors related thereto); network errors; insufficient cooling and environmental issues; power issues; or issues with the mining software.
- **Computer Hardware:** There is a risk of damage to your Computing Hardware as a result of Mining. This risk is increased if your Computing Hardware is not suitable for Mining, or does not have a suitable cooling system. There is also an increased risk of damage if you engage in overclocking.
- **Different protocols:** The specifics of Mining is different for different blockchain protocols, and as such it is your responsibility to understand the risks when Mining crypto assets on a particular protocols. Certain protocols which allow Mining may still be under development, limiting the rewards received from Mining the affected crypto assets and / or increasing the risk of Mining being unsuccessful.
- **Forks:** If there is a Fork of a cryptoasset, it may not Mine or it may Mine without creating value. This may be because, for example, there is a delay in us updating the CVL Software to support the Fork, and our systems may not show the correct cryptoasset values as a result for a time period. We are not liable for any loss as a consequence of this.
- **Third party software:** Installing or updating to a CVL or third party custom BIOS, vBIOS, kernel, firmware or OS can cause irretrievable damage to your Computer

Hardware or your data. You take this action under your own risk and accept you are wholly responsible for any loss as a consequence.

- **Computer operation costs:** Using our Services can increase your utilisation of your Device(s)'s resources, electricity usage, bandwidth costs, Computing Hardware wear and tear, and we are responsible for any loss as a result.