

## General Terms and Conditions

### General Terms and Conditions

of **MRC Corp. L.L.C-FZ** for Cryptocurrency Mining Agreements

#### Section I: General Provisions

1. These General Terms and Conditions (hereinafter referred to as "Terms") regulate the legal relationship between **MRC Corp. L.L.C-FZ**, with its registered office at Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E, registered in the Commercial Register maintained by Issued under the Meydan - Free Zone regulations (hereinafter referred to as "Provider") and its customers (hereinafter referred to as "Customer") in connection with cryptocurrency mining agreements.
2. The Customer may act in a legal capacity as either an entrepreneur or a consumer. A Customer is considered a consumer unless the order is placed for business purposes (i.e., the Customer provides a business ID number).
3. These Terms form an integral part of the agreement between the Provider and the Customer.
4. Services can be ordered through the websites **www.mrcrypto.global** and **mrcryptomining.com**.
5. These Terms define the manner of entering into cryptocurrency mining agreements and outline their contents.
6. By placing an order (e.g., by clicking a button to confirm a binding order), the Customer agrees to these Terms as binding.

#### Section II: Subject of the Agreement

1. The subject of the agreement between the Provider and the Customer is to enable the Customer to participate in mining the cryptocurrency **Kaspa** using the Provider's cryptocurrency mining machine.
2. The Provider owns a cryptocurrency mining machine (hereinafter referred to as "Machine") equipped with software designed for mining the cryptocurrency Kaspa.

#### Section III: Orders, Order Acceptance, Payment, Agreement Conclusion, and Additional Provisions

1. **Order Placement:**  
Orders can be placed through the Provider's e-shop at **www.mrcrypto.global**.
2. **Availability:**  
Orders through the e-shop can be placed 24/7. However, the Provider is not responsible for interruptions in service or delayed email delivery caused by technical failures, internet outages, or force majeure (e.g., power outages).
3. **Order Process:**  
An order is created when the Customer clicks the button to finalize the order. Until this point, the Customer can freely modify the shopping cart, including payment options. Before confirming the order, the Customer will have the opportunity to review the entered details and cancel the order.
4. **Order Modifications:**  
Once an order is confirmed, it can only be modified upon mutual agreement or as allowed by law or these Terms.
5. **Service Configuration:**  
The Customer must specify the desired share of the Machine's performance in whole percentages (e.g., 10%, but not 10.5%). The system will automatically display the associated electricity consumption in kilowatt-hours (kWh) and the cost of the selected share of the Machine's performance.
6. **Payment Terms:**
  - ☐ The Customer is required to pay for the selected share of the Machine's performance within **three business days** of placing the order.
  - ☐ The finalization button will be labeled clearly to indicate that placing the order obligates the Customer to make payment (e.g., "Order Binding to Payment").
7. **Payment Methods:**  
Payments can be made via bank transfer, cash, credit card, or cryptocurrency (if supported by the Provider).
8. **Order Confirmation:**
  - ☐ The Provider will confirm receipt of the order immediately.
  - ☐ Acceptance of the order will be confirmed only after full payment is credited to the Provider's account.
9. **Provider's Rights:**  
The Provider reserves the right to reject an order. If an order is rejected after payment, the Provider must refund the full amount to the Customer within **one business day** of rejection.
10. **Processing Time:**  
The Provider must process the order (i.e., accept or reject it) no later than the end of the next business day following receipt of full payment.
11. **Agreement Conclusion:**  
The agreement is concluded when the Provider confirms order acceptance via email to the Customer. The confirmation email will include these Terms, an invoice, and, for consumers, a complaints policy.
12. **Service Commencement:**
  - ☐ Services will begin no later than the next business day after the agreement is concluded.
  - ☐ For consumers, service provision will start only after the statutory withdrawal period unless the consumer requests earlier commencement.
13. **Order Processing:**  
The Provider is obligated to process the order (i.e., accept or reject it) no later than the end of the next business day following the day the full payment for the requested share of the Machine's performance is credited to the Provider's bank account.
14. **Conclusion of the Agreement:**  
The agreement is concluded when the Provider confirms acceptance of the order to the Customer via the email address provided during the order process. The Provider requests that the Customer carefully review the order confirmation. The confirmation will include these Terms, a tax invoice, and for consumers, the complaints policy.
15. **Commencement of Services:**

The Provider will begin providing the service no later than the next business day after the agreement is concluded. If the Customer is a consumer, the Provider will begin providing the service only on the day following the end of the withdrawal period, unless the consumer explicitly requests the Provider to begin service provision before the withdrawal period expires.

#### Section IV: Orders via Email and Telephone

1. The Customer may place an order via telephone or email (contact details are provided in Section I).
2. Before placing an order via telephone or email, the Customer must configure their order on the Provider's website. This ensures that the Customer is informed of the costs associated with the selected share of the Machine's performance and the electricity consumption. By placing the order via telephone or email, the Customer confirms they have followed this procedure.
3. The Customer is required to provide an email address when placing the order.
4. All other provisions outlined in Section III of these Terms apply.

#### Section V: Rights and Obligations of the Parties

1. **Cryptocurrency Wallet:**  
The Customer must maintain a cryptocurrency wallet for receiving mined Kaspa. If the Customer fails to provide wallet details, the Provider will request this information via email. Without a valid wallet, the Provider cannot fulfill its obligation to transfer mined Kaspa to the Customer.
2. **Continuous Mining Operations:**  
The Provider commits to continuous mining of Kaspa, reserving up to 3% of the Machine's capacity for maintenance during each calendar quarter. The quarters are defined as follows:
  - ☐ Q1: January 1 to March 31
  - ☐ Q2: April 1 to June 30
  - ☐ Q3: July 1 to September 30
  - ☐ Q4: October 1 to December 31
3. **Kaspa Transfers:**  
The Provider will transfer mined Kaspa to the Customer once the selected threshold (e.g., 500 Kaspa) is reached. The Customer may update this threshold by notifying the Provider via email.
4. **Transfer Deadlines:**  
The Provider must transfer the mined Kaspa no later than the end of the next business day after the threshold is reached.
5. **Relocation of Equipment:**  
The Provider reserves the right to relocate the Machine at any time.
6. **Force Majeure:**  
The Provider is not liable for damages or delays caused by extraordinary, unforeseen, and unavoidable circumstances beyond its control, such as theft, natural disasters, power surges, or government actions.
7. **Kaspa Exchange Rate:**  
The Provider is not responsible for fluctuations in the Kaspa exchange rate.
8. **Customer Acknowledgments:**

- ☐ The service provided under this agreement involves allocating a share of the Machine's performance.
- ☐ Mining rewards decrease as mining difficulty increases.
- ☐ Higher participation in mining reduces individual performance and rewards.

As a result, the Provider does not guarantee specific quantities of mined Kaspa.

1. **Electricity Costs:**  
The Customer must pay electricity costs as displayed during the order configuration. If electricity prices increase after the agreement is concluded, the Provider may adjust these costs accordingly, with at least **30 days' notice**. During this period, the Customer may terminate the agreement without penalty.
2. **Settlement of Electricity Costs:**  
Electricity costs will be deducted from mined Kaspa using the applicable exchange rate on the transfer date.
3. **Transfer of Rights:**  
The Customer may transfer their rights under this agreement (e.g., sell or gift their share of the Machine's performance) to a third party, provided both the Customer and the third party notify the Provider within **three business days**. If this notification is not provided, the Provider will continue to consider the original Customer as the contractual party.
4. **Term of Agreement:**  
The agreement is concluded for an indefinite period.
5. **Termination by the Customer:**  
The Customer may terminate the agreement at any time without notice by emailing the Provider.
6. **Termination by the Provider:**  
The Provider may terminate the agreement with **30 days' notice** by emailing the Customer. The notice period begins the day after the email is sent.
7. **Settlement Upon Termination:**  
In the event of termination of the agreement (whether by the Customer or the Provider), the Provider is obligated to pay the Customer a financial settlement to the bank account specified by the Customer (maintained at a bank operating in the Czech Republic) no later than **14 days** from the receipt of the termination notice. The financial settlement amount will be calculated as follows:
  1. **a) If the agreement is terminated by the Customer:**  
The basis for the settlement calculation is **60%** of the average price of a new (i.e., unused) mining machine offered for sale on the Provider's website. The average price is calculated based on prices from the period **three days before to three days after** the agreement termination date.

**Example:** If the agreement is terminated on May 15, the average price will be calculated from the prices at which a new machine was offered for sale on the Provider's website between May 12 and May 18. These prices will be summed and divided by eight to determine the average. The Customer's share of the settlement will correspond to their share of the Machine's performance.

#### Illustrative Calculation:

- The Customer selected a **10% share** of the Machine's performance.
  - The average price of a new machine is **16,000 USD**.
  - The settlement amount for the Customer is calculated as follows:
    - ☐ 60% of 16,000 CZK = 9,600 USD
    - ☐ 10% of 9,600 CZK = 960 USD
  - Therefore, the Customer is entitled to a settlement of **960 USD**.
1. **b) If the agreement is terminated by the Provider:**  
The same method of calculation applies, but the basis for the settlement is **90%** of the average price of a new (i.e., unused) mining machine offered for sale on the Provider's website instead of 60%.
  1. **Price Integrity for Settlement Calculation:**  
Due to the method of settlement calculation (which is linked to the price at which the Provider offers new, unused machines on its website), the Provider commits to not artificially lowering this price. The Provider guarantees that the price will reflect the current market situation.

## Section VI: Consumer Withdrawal Without Cause

1. **Applicability:**  
The provisions in this section apply only if the Customer is acting as a consumer.
2. **Right of Withdrawal:**  
A consumer has the right to withdraw from the agreement and request a refund if the agreement was concluded remotely (e.g., via the internet) within **14 days** from the date of conclusion. The withdrawal period starts on the day following the conclusion of the agreement.
3. **Maintaining the Withdrawal Deadline:**  
The withdrawal is deemed valid if sent to the Provider on the last day of the withdrawal period. If the last day falls on a public holiday or weekend, the deadline is extended to the next business day.
4. **How to Withdraw:**
  - ☐ By completing and submitting the withdrawal form available at [www.mrcrypto.global](http://www.mrcrypto.global) or by emailing [info@mrcrypto.global](mailto:info@mrcrypto.global).
  - ☐ By sending written notice of withdrawal to the Provider's address:  
**Mr.Crypto s.r.o., Poděbradova 3273/101a, 702 00 Ostrava, Moravská Ostrava, Czech Republic.**
5. **Provider's Obligation to Refund:**  
The Provider will refund the Customer within **14 days** of receiving the withdrawal notice, using the same payment method as the original transaction. Refunds may be delayed until the Customer returns all Kaspa or provides proof of return.
6. **Returning Kaspa:**  
The Customer must return the mined Kaspa to the Provider's designated cryptocurrency wallet at their own expense.
7. **Service Commencement During Withdrawal Period:**
  - ☐ If the Provider begins service provision during the withdrawal period without the Customer's explicit request, the Customer is entitled to a full refund.
  - ☐ If the Customer requested early commencement and then withdrew, they must pay a prorated fee for services rendered up to the point of withdrawal, based on electricity consumption.

## Section VII: Complaints

1. **For Consumers:**  
The conditions and procedures for handling complaints are governed by the complaints policy, which is an integral part of these Terms.
2. **For Non-Consumers:**  
Complaints are handled in accordance with applicable legal regulations.

## Section VIII: Miscellaneous and Final Provisions

1. **Personal Data Protection:**  
Matters related to personal data protection are governed by the Provider's privacy policy, which is an integral part of these Terms.
2. **Customer's Obligation to Update Information:**  
The Customer must notify the Provider of any changes to their personal information (e.g., email address, residence, or surname) via email. The Provider will consider the information provided at the time of the order as valid unless notified otherwise.
3. **Provider's Right to Terminate for Insolvency:**  
The Provider may terminate the agreement if insolvency proceedings are initiated against the Customer or if the Customer is subject to enforcement proceedings.
4. **Governing Law and Jurisdiction:**  
The agreement is governed by Czech law, and disputes shall be resolved by the courts of the Czech Republic.
5. **Exclusion of Other Terms:**  
These Terms exclusively govern the relationship between the Provider and the Customer. Any general terms of the Customer are excluded unless agreed otherwise in writing.
6. **Consumer Dispute Resolution:**  
The Provider informs consumers that the Czech Trade Inspection Authority (Česká obchodní inspekce) is the authorized body for out-of-court consumer dispute resolution. Details are available at [www.coi.cz](http://www.coi.cz).
7. **Language of the Agreement:**  
The agreement is concluded in Czech.

8. **Archiving the Agreement:**  
The agreement will be archived in the Provider's internal system for at least **three years**, or longer if required by law. The Provider will grant the Customer access to the agreement in justified cases.
9. **Technical Steps to Conclude the Agreement:**  
The process of entering into an agreement is described in these Terms in a clear and understandable manner.

**Effectiveness of the Terms:**  
These Terms, including all appendices, are valid and effective from **May 1, 2024**, and supersede all previous versions