

Terms & Conditions

(as a legally binding agreement between a miner and Hash.Pro, hereinafter the “Agreement”)

Last updated: July 28, 2018

Upon Hash.Pro’s consent to permit you to become a Miner at the Hash.Pro’s platform, you agree to be bound by these Terms and Conditions (the “Terms”) and agree that such Terms constitute a legally binding Agreement between you and Hash.Pro.

Please be informed that we reserve the right, at our sole discretion, to revise the Terms and Conditions at any time without notice. Continued use of the Services means that you agree to our new Terms (with all consequences of the estoppel).

We strongly recommend you checking your applicable law before using our Services (including the relevant local legislation concerning purchase of such services through Internet using cards) as far as you shall be fully responsible for any negative impact arisen from your residence country rules and regulations.

We would like to inform you, that the Cryptocurrency laws may vary in different countries. Please make sure that you are not breaking the law of the country in which you reside and/or the country from which you access the Internet. Hash.Pro does not accept any customers from the countries or territories where its activity shall be especially licensed, accredited or regulated by other ways, or where its activity is limited, prohibited or restricted. Anyway, at the moment Hash.Pro does not provide Services to the US Persons.

By accessing to our Services, you agree that you will never use the Services for any illegal purposes including but not limited to money laundering, illegal gambling operations, financing of terrorism or hacking.

This **Agreement** is made between:

(1) Hash.Pro, as the platform of KANGA FINTECH LTD., registered in British Virgin Islands (hereinafter the “Hash.Pro”);

and

(2) You, as a miner, agreed to represent yourself in whole, herein referred to as the “Customer”,

WHERE AS

Hash.Pro offers a platform for cloud mining (the “Services”) and the Customer rents the powers of this platform.

The Customer wishes to use the Services for its business operations.

IT IS AGREED as follows:

Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement. A person includes an individual.

1. INTRODUCTION

By accessing and using our website <https://hash.pro> or any affiliated its subdomains (referred to as “we”, “us”, “Hash.Pro”, “the Website” or “the Company”), you agree to be bound by and abide by the following Terms.

These Terms apply to all transactions carried out on this Website.

When Mining through the Websites the Customer agrees that he or she is over age that is necessary for this activity in his/her country of residence.

2. DEFINITIONS

In the Terms, the following terms shall have the meaning set forth beside them:

“**Address**” means primary Customer’s identification information for the purpose to participate in the cloud mining.

“**Affiliate**” means, with respect to any person, any other person directly or indirectly controlling, controlled by or under common control with such person.

“**Blockchain**” means record of all validated transactions grouped into blocks, each cryptographically linked to predecessor transactions down to the genesis block, thereby creating a “chain of blocks”.

“**Cryptocurrency**” means uncentralized countable immaterial properties, which can be purchased, transferred and changed for material properties and between each other.

“**Miner**” means the person that uses the platform for the purpose of cloud mining.

“**Mining**” means the process of adding transaction records to a cryptocurrencies public ledger of past transactions.

“**Hash.Pro**”, “**we**”, “**us**”, “**our**” or “**the Company**” means KANGA FINTECH LTD., company registered under the English Law. Hash.Pro is an integrated part of KANGA FINTECH blockchain ecosystem.

“**Customer**”, “**your**” or “**you**” means the person or persons, using the Website(s) and/or using the services via the Website(s).

“**US Person**” means (a) any individual who is granted U.S. citizenship; or (b) any individual who is granted U.S. permanent residence (“Green Card” holder); or (c) any individual who is granted status

as a "protected person" under 8 U.S.C. 1324b(a)(3); (d) any corporation/business/organization/group incorporated in the United States under U.S. law; (e) any part of U.S. government (pursuant to EAR Part 772 and ITAR 120.15).

3. OUR SERVICES

3.1. Cloud Mining Hardware and Services. Cryptocurrency cloud mining hardware ("Mining Hardware") consists of specialized computing hardware, computer programs, networking interconnectivity and associated facilities that run proprietary cloud mining software ("Software"). We are selling you the specific volume of processing power (the "Service" or "Services") of that Mining Hardware corresponding to an amount of processing power specified in each order for opportunity to make possible, but not guaranteed profit.

3.2. Technical and system requirements. The minimum technical and system requirements for the purpose of the Services using are the following: (a) Browser (with minimum version): Chrome v.64, Firefox v.57, Opera v.51 or Safari v5.1; (b) Operating System: Windows/iOS/Linux based; (c) RAM: minimum 2Gb.

3.3. Mining Contracts.

- a. When you enter this Agreement to offer us the right to provide you Service, and we accept your offer by sending you an order confirmation (an "Order Confirmation"), a contract (a "Mining Contract") to provide Service is formed. Upon commencement of Service, we will allocate a part of Mining Hardware equal to certain amount of cryptocurrency mining computer computational power ("Mining Contract Capacity") to you for your use in mining cryptocurrency.
- b. You must have purchased a Mining Contract to have any right to use Services to obtain any right to Product (defined below). The Mining Contract is concluded for the period of three years (the "Term") and will be renewed on the annual basis.

3.4. Rental of Mining Hardware. We present the Mining Hardware to provide Services to you and our other Customers. You acknowledge that by executing this Agreement and reserving a Mining Contract, and by logging into our Website and accessing your account, you are undertaking cryptocurrency mining on your behalf only, at your own risk and for your own benefit.

3.5. Mining Product. The Mining Hardware will mine cryptocurrency by utilizing Hashing Power. The cryptocurrencies produced by the Mining Hardware (the "Product") will be centrally collected by us, and we will distribute a portion of the Product to Customers ("Customer Portion") based upon the Mining Contract Capacity allocated under valid Mining Contracts held by Customers during the period of effectiveness of your Mining Contract (the "Term"), with such distributions subject to Maintenance Fees.

3.6. Distribution of Product Portions. Customer Portions will be distributed to your Wallet (defined below).

3.7. Service Fee. The fee that you pay for the Mining Contract, as described on the Website.

3.8. Maintenance fees. A fee that we charge you daily from your Customer Portion to cover running costs of Mining Hardware, as described on the Website. Fee will be converted to the number of mining cryptocurrencies based on the price in US\$ at the rate for the date of payment. We can change this maintenance fee any time with previous notice at the Website notice.

3.9. Withdrawal fee. A fee that we charge for every withdrawal of the Cryptocurrency and that is described in clause 7.1. of these Terms.

3.10. Termination. Any particular Mining Contract Capacity shall be suspended or terminated by us (i.e., it shall no longer be effective and will not be reinstated) if for 30 consecutive days the Customer Portions related to such Mining Contract Capacity are less than the maintenance fee for such Mining Contract Capacity.

4. YOUR ACCOUNT

4.1. Password. As part of the process of selecting and paying for a Services, you are required to create an account on the Website (“Account”) and to provide your email (“Customer Name”) and password (“Password”). To protect your Account and to prevent unauthorized access to it, keep your Password confidential. You are responsible for any activity that happens on or through your Account. If you become aware of or suspect any unauthorized use of your Password or Account, please change your Password immediately and notify us immediately. If we believe that there has been unauthorized access to your Account, we reserve the unilateral right to suspend or discontinue any and all Services, your Account, in which event we will endeavor to notify you.

4.2. Wallet. Your Wallet is the Address that you provide to us from time to time for the payment to you of your Customer Portions. You have no ownership interest in any cryptocurrency held by us. We do not operate your Wallet. By entering Wallet Address you acknowledge the ownership of it. You are solely responsible for maintaining and controlling your Wallet. Be sure to safeguard the access credentials to your Wallet. Any Product is only as secure as your confidential access credentials. If you forget or misplace your access credentials to your Wallet or if others gain access to your Wallet, with or without your authorization, you could permanently lose your cryptocurrencies, including any Customer Portions we transfer to your Wallet. For the avoidance of doubt, we have no liability for any operation or failure of your Wallet.

5. USE OF THE WEBSITE

Your use of the Website is governed by this Agreement as posted on the Website from time to time. Please take the time to read these and to check regularly for changes, as they include important terms which apply to you.

6. USE OF OUR SERVICES

6.1. Access Requirements. Before you can use our Services, you must have a valid Service, we must approve such Service, and you must have a valid Account.

6.2. Customer Identification. Because providing Services may entail us undertaking financial risk on your behalf, whenever you reserve a Service, we may investigate your personal history in public records or your credit history or score. To register as a customer, as well as while being serviced, we may require you to provide us with identification or other documentation in order to help us prevent fraud or money laundering. This may include photographic identification and a recent proof of address. We may also undertake our own identity, fraud and credit checks. You permit us to share credit information about you with credit reporting agencies and any of our other affiliated companies.

6.3. Your Due Diligence. In using our Services, you acknowledge and warrant that you have conducted sufficient due diligence to understand the risks associated with cryptocurrency mining.

You acknowledge that due to the difficulties in renting Mining Hardware, there may be delays which affect the rate at which we are able to bring online Mining Hardware.

6.4. Necessary Hardware/Software. Unless otherwise provided, you are responsible for providing the hardware and software necessary to access our Services and for ensuring such hardware and software is capable of accessing the Website and using our Services, and you will bear all costs associated with the acquisition and maintenance of such hardware and software. We do not guarantee the functionality of our Services or the Website on any hardware or software. We will not be responsible or liable for any errors or failures from any malfunction of your hardware or software.

7. FEES

7.1. Fees. Fee for Services will be as quoted on the Website from time to time. We take all reasonable care to ensure that the fees of the Services are correct at the time when the relevant information was entered onto the system. However, if we discover an error in the price of a Service you ordered, your order will be revised. Besides the fees mentioned in clauses 3.7. and 3.8. of these Terms, you are also obliged to pay withdrawal fee (“Withdrawal Fee”) upon your decision to withdraw the appropriate Cryptocurrency. The amount of the Withdrawal Fee depends on the cost for the transaction within the Blockchain system concerning the appropriate Cryptocurrency. The minimum amount for the withdrawal is 50 US Dollars in the appropriate Cryptocurrency at the rate of the withdrawal date. You have the right for the withdrawal one time per 24 hours.

7.2. Change in Fees. Fees for our Services may change from time to time.

7.3. Credit card. Credit Card purchases may require proof of ownership of the payment method and an identification request. In case of any Credit Card purchase we have the right to place your account on hold (hold the ability to withdraw any mined funds from your account balance) for undefined period as a security measure of anti-fraud related regulations and policies.

8. RESTRICTIONS ON USE

8.1. Restrictions on use. You will not use our Services or the content or information delivered through our Services to conduct any business or activity or solicit the performance of any activity for any illegal, fraudulent, unauthorized or improper purpose. You will comply with all applicable constitutions, laws, ordinances, principles of common law, codes, regulations, statutes or treaties and all applicable orders, rulings, instructions, requirements, directives or requests of any courts, regulators or other governmental authorities in connection with your use of our Services.

8.2. Your Promises. You agree that you will not attempt to: (a) access any Software or part of our Services for which your use has not been authorized; or (b) access or use or attempt to access or use another Customer’s account; or (c) interfere in any manner with the provision of our Services or Software, the security of our Services of Software, or other Customers, or otherwise abuse our Services or Software.

8.3. Our Remedies. If we have reason to believe that you or any entity under your common ownership or control have engaged in any of the prohibited or unauthorized activities described in this Agreement, have otherwise breached your obligations under this Agreement, have misappropriated our trade secrets or our Confidential Information, copyrights, patents or other intellectual property rights, then without demand or prior notice and without limiting any of its other available remedies, we may:

- a. terminate, suspend or limit your access to or use of your Account or our Services;
- b. terminate or suspend this Agreement or any Service;
- c. withhold distribution of any Customer Portions to you;
- d. notify law enforcement, regulatory authorities, impacted third parties and others as we deem appropriate;
- e. refuse to provide our Services to you in the future;
- f. take legal action against you.

9. TECHNOLOGY

9.1. Definition. “Technology” means our or our Suppliers’ computer programs, literary works, audiovisual works, all other original works of expression, methods, apparatus and processes that we publish, distribute, use or otherwise exploit to facilitate your use of our Services, and includes without limitation our Software, software tools, user interface designs, and any derivatives, improvements, enhancements or extensions thereof developed or provided by us or our Suppliers and used in the provision of our Services.

9.2. Ownership. This Agreement does not transfer to you any ownership or proprietary rights in the Technology or any work or any part thereof, and all right, title and interest in and to the Technology will remain solely with us or our Suppliers. You are not purchasing title to any Technology. If you are approved to use our Services, you are permitted to use Technology only as enabled and attended through your Account at the Website and only during the Term. That permission is for the sole purpose of enabling you to use our Services in the manner permitted by this Agreement. Your rights under this Agreement are not transferable to any other person absent our prior express written consent.

9.3. Restrictions on Use. You will not copy Technology or use Technology independently other than as set forth above, and we grant you no license, whether express or implied, in any copyright, patent or any other intellectual property rights embodied in Technology.

10. PERSONAL INFORMATION

When considering your offer to order Service, for our own security we reserve the right to use any of the information you have provided in order to research your bona fides, credit and legal history, and any other information about you in publicly available sources. You grant us the full permission to research you and your background before accepting your offer.

11. CHANGES TO THIS AGREEMENT

11.1. Our Right to Change this Agreement. We may change this Agreement, or otherwise modify the Terms and Conditions for our Services, or the Term (all such changes and modifications “Changes”), from time to time, including but not limited to in the following circumstances:

- a. changes in how we accept payment from you;
- b. changes in how we interact or communicate with you;
- c. changes in any relevant law;
- d. changes in the financial viability (to be decided at our sole discretion) of the Service;
- e. occurrence of an Event Outside Our Control;
- f. and changes in law applicable to the Service.

11.2. Your Consent. Your continued use of our Services or your purchase of any additional Service after the effective date of any Changes will constitute your acceptance of any such Changes. As part

of any Changes, you may be required to affirmatively accept a revised Agreement in order to continue using our Services.

12. TERMINATION

12.1. Your Right to Terminate. You may terminate this Agreement and any Service by giving notice of termination to us. You will not be entitled to receive any refund.

12.2. Consequences of Termination. If you terminate any Service, or terminate or otherwise refuse to accept the terms of this Agreement, we will cease to provide any Services and you will no longer be obligated to pay any regularly charged fee. If you terminate a Service pursuant to this Section, your Service Fee will not be refunded. If you terminate this Agreement and your own wrongful activity or violations of this Agreement entitle or potentially entitle us to damages or you otherwise have unpaid obligations or potential obligations to us at the time of termination, in which event we are permitted to retain any amounts owed to you as a setoff against those damages and other obligations.

13. OUR LIABILITY

13.1. Waiver of claims against the Company's Suppliers

a. We are your only obligor under this Agreement, and in relation to providing you the Service. **YOU HEREBY VOLUNTARILY, IRREVOCABLY, AND UNCONDITIONALLY RELEASE, ACQUIT, AND FOREVER DISCHARGE AND FULLY WAIVE YOUR RIGHT TO BRING ANY TYPE OF LAWSUIT, LEGAL ACTION, CHARGE, DEMAND, COMPLAINT OR CLAIM OF ANY TYPE AGAINST ANY OF OUR SUPPLIERS, OR ANYONE OTHER THAN US, RELATING TO THE SERVICE.**

b. In some jurisdictions, this waiver of claims against our Suppliers may not be enforceable. To the extent that is the case, the provisions of this Agreement that limit our liability or disclaim warranties also apply to our Suppliers.

13.2. Acknowledgment of risks. Your Service Fee is at risk, and there is no guarantee that the Service will produce Product. The fact that people have profited from mining in the past is no indication that you will profit from mining, or from the Service, in the future. You should view your entire Service Fee as being at risk as you enter this Agreement. We make no representation, warranty or guarantee that you will receive Product from the Services.

BY USING OUR SERVICES, YOU ACKNOWLEDGE AND WARRANT THAT YOU HAVE CONDUCTED SUFFICIENT DUE DILIGENCE TO UNDERSTAND THE RISKS ASSOCIATED WITH CLOUD MINING. NOTWITHSTANDING OUR PROVISION OF CONSTANT HASH-RATE UNDER YOUR MINING CONTRACT, YOUR MINING CONTRACT MAY NOT RESULT IN THE CONSTANT GENERATION OF NEW CRYPTOCURRENCY DUE TO OTHER FACTORS, INCLUDING THE INCREASE IN THE OVERALL NETWORK HASH-RATE OR THE DECREASE IN PRICE OF CRYPTOCURRENCY. YOU ALSO ACKNOWLEDGE AND REPRESENT AND WARRANT THAT YOU HAVE MADE AN INDEPENDENT DECISION TO PURCHASE AND USE THE SERVICES FROM US BASED ON THE INFORMATION AVAILABLE TO YOU, WHICH YOU HAVE DETERMINED IS ADEQUATE FOR THAT PURPOSE. WE HAVE NOT GIVEN ANY INFORMATION OR INVESTMENT ADVICE OR RENDERED ANY OPINION TO YOU AS TO WHETHER THE PURCHASE AND USE OF THE SERVICES IS PRUDENT OR SUITABLE, AND YOU ARE NOT RELYING ON ANY REPRESENTATION OR WARRANTY BY US.

You acknowledge and agree that there are risks associated with Blockchain, Mining and cryptocurrencies. BY USING OUR WEBSITE, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

13.3. Inability to Perform. Except as otherwise provided by nonwaivable, nondisclaimable applicable law or the express provisions of this Agreement, we will not be liable for our inability to perform our obligations under this Agreement if we have taken reasonable precautions and exercised the diligence required by the circumstances when our inability to perform is the result of an event outside our control.

13.4. Other Disclaimers of Liability. Except as otherwise provided by nonwaivable, nondisclaimable applicable Law or the express provisions of this Agreement, we will not be liable for any losses or damages caused by: (a) your misconduct, errors or negligence, including your failure to comply with the terms of this Agreement; (b) an act or failure to act of any person not directly within our control; (c) unauthorized access of your Account or Wallet or your failure to report such unauthorized access promptly to us; or (d) your use or misuse of our Services.

13.5. WARRANTY DISCLAIMERS. You understand and agree that your use of the Service is at your own sole risk.

OUR SERVICES ARE PROVIDED ON A STRICTLY “AS IS”, “WHERE IS” AND “WHERE AVAILABLE” BASIS WITH NO WARRANTY OF ANY KIND. Your use of our Services is at your sole risk. We and our licensors, service providers or subcontractors (if any) make no representations or warranties about the suitability of the information, software, products and services contained in our services for any purpose or their compliance with any accounting rules, principles or laws, and expressly disclaim any representation or warranty that the services will be free from errors, viruses or other harmful components, that communications to or from the services will be secure and not intercepted, that the services and other capabilities offered from the services will be uninterrupted, or that their content will be accurate, complete or timely.

WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOU HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH IN THESE TERMS.

YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS INCLUDING THIRD PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.

Upon the good faith of the Company’s activity and with the Company’s ensuring that its own Website content is free from malicious software, you understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of

data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, Hash.Pro HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Upon the good faith of the Company's activity, the Company will manage and control the activities of this entity and will remain fully liable for any acts of their employees, or any agent, branch or entity to which activities may be outsourced.

14. INDEMNIFICATION

You agree to indemnify, defend and hold harmless us and the Affiliates, in their individual capacities or otherwise, from and against any third party claims, liability, damages or costs (including reasonable attorneys' fees) arising from (a) your negligence; (b) any claim by a third party ("Third Party Claim") alleging that your use of our Services violates the rights of any third party, or violates any law; (c) your failure to comply with the terms of this Agreement; (d) your violation of any applicable law; (e) your violation of any rights of a third party; or (f) your use of our Services.

15. EVENTS OUTSIDE OUR CONTROL

15.1. Definition. An “Event Outside Our Control” means any act or event beyond our reasonable control, including without limitation any act of God, strikes, lockouts or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications or power networks, equipment failure, system failure, material change to law, or change in industry self-regulation regarding cryptocurrency, mining or associated services.

15.2. Our Liability. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to deliver the Services that is caused by an Event Outside Our Control.

15.3. Effect. If an Event Outside Our Control takes place that affects the performance of our obligations to deliver Services, (a) we will contact you as soon as reasonably possible to notify you; and (b) our obligations to you will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Services to you for a period of greater than six months (an “Extended Event Outside Our Control”) we shall have sole discretion to cease provision of the Services to you.

15.4. Allocation. We are also entitled, during Events Outside Our Control, to allocate the disruption or harm across a number of affected Customers or Services. You acknowledge that this may reduce your allocated Services and the Customer Portion which is distributed to you.

16. DISPUTE RESOLUTION

16.1. General. YOU AND WE AGREE TO RESOLVE DISPUTES ARISING UNDER, CONCERNING, OR RELATING TO THIS AGREEMENT (INCLUDING ANY SERVICES), ITS INTERPRETATION, ITS VALIDITY (INCLUDING ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE), ITS TERMINATION, OR ITS SUBJECT MATTER, THE MARKETING OR PURCHASE OF THE SERVICE OR ANY USE OR INABILITY TO USE THE SERVICE, WHETHER THEY ARE WITH US OR ANY OF OUR SUPPLIERS (TO THE EXTENT NOT WAIVED, AS SET FORTH ABOVE) ONLY BY MANDATORY, FINAL, BINDING ARBITRATION. THAT MEANS YOU ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY, SINCE THERE IS NONE IN ARBITRATION. IN ARBITRATION, THE PROCEDURES MAY BE DIFFERENT THAN IN COURT, BUT AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. YOU AGREE THAT IN SOME CASES, THE LAW PERMITS THE PREVAILING PARTY TO BE REIMBURSED FOR ITS ATTORNEYS FEES, AND THE SAME APPLIES TO DISPUTES THAT YOU RAISE IN ARBITRATION.

16.2. Arbitration of Disputes. Any controversy, claim, or dispute (“Dispute”) arising under, concerning, or relating to this Agreement (including any Services), its interpretation, its validity (including any claim that all or any part of this Agreement is void or voidable), its termination, or its subject matter, the marketing or purchase of the Service or any use or inability to use the Service, whether the Dispute is with us or any or any Supplier (to the extent not waived, as set forth above), whether the Dispute is for breach of contract, tort, or any other matter can only be resolved or adjudicated only by mandatory, final, binding arbitration.

16.3. Raising a Dispute. To raise a Dispute, you must give us notice of the Dispute by sending an e-mail to support@hash.pro with the words “RAISING A DISPUTE” in the subject line), along with a

written description of your Dispute, including any documents and information that you believe will help us understand your Dispute, and your requested resolution. In order to discuss the Dispute with you, you permit us (or the Disputed party) to contact you by phone, text message, email or physical mail through any and all addresses or phone numbers that you have provided. You must send us notice of any Dispute within 30 days of your discovering the act or omission that gave rise to your Dispute. If you do not so notify us, then you lose your right to raise the Dispute.

16.4. Resolution Offer. Within the first 30 days of your submitting your Dispute, we will have the right, but no obligation, to provide you with a proposed resolution of the Dispute (the “Offer”). If you are unsatisfied with the Offer, you must reject the Offer by notice to us within 14 days of the Offer. If you do not reject the Offer within at 14-day period, you will be deemed to have accepted it and forfeit your right to raise the Dispute. If we do not make the Offer within 30 days of your submitting your Dispute or if you reject an Offer as set forth above, either you or we may commence arbitration of the Dispute as set forth below.

16.5. Place and Language. The arbitration proceeding shall be conducted in the English language, in British Virgin Islands. We shall choose the arbitration service to be used for the Dispute.

16.6. Award. Any award of the arbitrator shall be in writing and shall state the reasons for the award. Judgment upon an award may be entered in any court having competent jurisdiction. The decision of the arbitrator must be based upon this Agreement and applicable law. The decision of the arbitrator is final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction.

16.7. Waiver of Rights

IT IS IMPORTANT THAT YOU READ THIS ARBITRATION CLAUSE. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE ANY CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU WOULD PREFER TO LITIGATE THE CLAIM IN COURT. YOU ARE GIVING UP THE RIGHTS YOU MIGHT HAVE TO LITIGATE SUCH CLAIMS BEFORE A JURY, TO ENGAGE IN DISCOVERY, AND TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS THE RIGHT TO APPEAL THE ARBITRATOR’S AWARD, MAY NOT BE AVAILABLE IN ARBITRATION OR MAY BE MORE LIMITED. YOU SHOULD CONSULT LEGAL COUNSEL TO DETERMINE WHETHER THIS ARBITRATION CLAUSE IS APPROPRIATE FOR YOU.

YOU UNDERSTAND AND AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE ARBITRATION RULES), AND TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES. YOU ALSO AGREE ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN YOU AND THE COMPANY AND WILL NOT BE PART OF A CLASS-WIDE OR CONSOLIDATED ARBITRATION PROCEEDING.

16.8. NO CLASS ACTIONS. EVEN IF APPLICABLE LAW, OR THE ARBITRATOR OTHERWISE PERMITS CLASS ACTIONS OR CLASS ARBITRATIONS, THE DISPUTE RESOLUTION PROCEDURE SPECIFIED HERE APPLIES AND YOU WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS – THAT IS – TO EITHER JOIN A CLAIM

WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

17. OTHER IMPORTANT TERMS

17.1. Governing Law. English laws will govern any disputes relating to the Service or these Terms, notwithstanding the British Virgin Islands conflicts of laws rules or any other jurisdiction.

17.2. Entire Agreement. This Agreement (including any Services) constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Agreement.

17.3. Our Assignment. We may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

17.4. Your Assignment. A Service is between you and us, and you may not assign, transfer, sublease, encumber or subject to any security interest a Service without written authorization from us. Any attempted assignment in violation of this Agreement will be void and of no effect.

17.5. Third Party Beneficiaries. No other person, other than you, shall have any rights to enforce this Agreement or a Service, whether under the Contracts or otherwise.

17.6. Severability. If any provision of this Agreement is held to be invalid or unenforceable, including without limitation anything regarding the arbitration process, such provision will be struck from this Agreement only to the extent it is invalid or unenforceable. Unless otherwise provided, all other terms of this Agreement will remain in full force and effect.

17.7. Waiver. If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

17.8. Conflict. If there is a conflict between this Agreement and something stated by any other entity, whether before or after you enter into this Agreement, the terms of this Agreement will prevail.

17.9. Language. This English language text of the Terms and Conditions is the primary official source. The information contained herein may from time to time be translated into other languages or used in the course of written or verbal communications with existing and prospective customers, partners etc. In the course of such translation or communication some of the information contained herein may be lost, corrupted, or misrepresented. The accuracy of such alternative communications cannot be guaranteed. In the event of any conflicts or inconsistencies between such translations and communications and this official English language text of the Terms and Conditions, the provisions of this English language original document shall prevail.

17.10. Survival. Any terms of this Agreement which by their nature should survive the termination of this Agreement.