

Cryptocurrency Hardware & Hosting Terms

These are the terms on which **AWS LLC** (doing business as AWS CAPITAL GROUP) of Moscow, Russian Federation pay(**AWS, we, us or our**) sells cryptocurrency mining hardware (**Miners**) and provides related Hosting Services to Customers (**you, your**).

You agree that a separate Agreement containing these terms applies to each Miner you purchase and that it comes into effect on the date you click to accept these terms on our Mining Platform. By clicking to accept, you warrant that you have read and understood these terms and you agree to them.

1. Definitions

Where appearing in these terms, the following words have the meaning set out below.

Account means your account with AWS CAPITAL GROUP through which you may purchase Miners and Hardware Services and access the Mining Platform.

Active in relation to a Miner, means that the Miner is connected to a mining pool and set to Mine Cryptocurrency. **Inactive** has the opposite meaning.

Cryptocurrency means the cryptocurrencies that you request and we agree to Mine on your behalf using your Miner.

Hosting Fee means the amount you must pay for the Hosting Services.

Hosting Services means the services described in clause 5.

Laws means all law, legislation or legislative provision, any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision which apply to our services.

Mine means verify encrypted transactions and add them to a public blockchain in order to earn Cryptocurrency (and **Mining** has a similar meaning).

Miner means cryptocurrency mining hardware.

Miner Price means the amount you must pay to purchase a Miner.

Mining Platform means the website portal awscapitalgroup.com through which you may purchase Miners and Hosting Services and access your Account.

Storage Fee means the amount you must pay when we hold your Miner, and your Miner is Inactive for any reason.

2. Account and Eligibility

2.1 Account

2.1.1 You must open an Account on the Mining Platform in order to purchase Miners and use our Hosting Services.

2.2 Eligibility

You may not open an Account unless you:

2.2.1 If an individual, are at least 18 years of age and capable of entering into a legally binding contract;

- 2.2.2 If a company, trust or partnership, are duly constituted under the law of the country in which you reside or have your place of business;
- 2.2.3 Are acting on your own account, not as agent for any other person;
- 2.2.4 Have a valid email address and digital wallet;
- 2.2.5 Are sponsored by an existing AWS CAPITAL GROUP customer; and
- 2.2.6 Reside or have your place of business in a country whose Laws permit you to own and use Miners and Cryptocurrencies.

2.3 Risk Acceptance

By opening an Account, you warrant that you are familiar with cryptocurrencies and Mining and that you understand and accept the risks and responsibilities associated with these activities including, but not limited to those outlined in clause 6 of this Agreement.

3. Purchase of Miner

On receipt of the Miner Price and nomination of the Cryptocurrencies that you wish to Mine with that Miner, we will transfer title to a Miner that has been configured to Mine those Cryptocurrencies to you, by allocating it a unique identifier and registering it to your Account. We will hold the Miner on trust for you during the term of this Agreement.

4. Fees

4.1 Hosting Fees

You must pay the Hosting Fees for the Hosting Services. Hosting Fees are payable in advance.

4.2 Storage Fees

You must pay Storage Fees for any period during your Miner is Inactive for any reason during the term of this Agreement.

4.3 Payment of Fees

The Miner Price includes the first 30 days' Hosting Fees.

The second invoice for the Hosting Fees will be for the balance of the current calendar month, e.g. if your Miner was activated on the 15th day of a month, your first invoice will be for 15 days' Hosting Fees.

After that, we will invoice you monthly, 7 days before the end of each calendar month. Your monthly invoice will include:

- The Hosting Fees for the next month,
- Less the Hosting Fees for any week during which your Miner has been Inactive that have already not been credited to you,
- Plus any Storage Fees incurred while your Miner was Inactive,
- Plus any amount due to us in respect of taxes (see clause 4.5).

Invoices must be paid on or before the fifth day of the month in which the invoice is sent. To do so, you have to proceed as follow:

- Go to **www.awscapitalgroup.com**.
- Enter your username and password.
- Go to My Orders.
- Select Hosting Fee Invoice you wish to pay.
- Click Pay and complete the payment.

If payment is not received on or before the fifth day of the month, we will set your Miner to Inactive for the next month and you will not be able to Mine Cryptocurrency for that month.

If your Miner is Inactive during a month, 7 days before the end of that month, we will send you an invoice for the next month. You do not have to pay the invoice if you wish your Miner to remain Inactive.

If an invoice is paid on or before the due date, we will reset your Miner to Active on the 1st day of the next month.

If your miner is Inactive for any reason for more than 6 consecutive months or for more than ten (10) non-consecutive months in any one year, this Agreement automatically terminates (see clause 7.2) and clause 8 applies.

4.4 Fee Changes

The current Miner Price/s, Hosting Fee and Storage Fee are shown on the Mining Platform and may go up or down from time to time at our discretion, generally in response to changes in input prices that we do not control, such as the cost of miners, electricity, internet connection and the like.

4.5 Taxes

You are responsible for the payment of any taxes that apply to Cryptocurrency mined on your behalf under this Agreement.

The Mining Price, Hosting Fee and Storage Fee exclude all taxes payable in respect of the sale of the Miner and the provision of the Hosting Service. If we are required to collect or pay such taxes when providing our products and services to you, these taxes will be invoiced to you unless you provide us with a timely and valid tax exemption certificate from the appropriate taxing authority.

In some jurisdictions, sales or value added tax is payable and must be invoiced and collected at the time of the sale. If you are required by Law to withhold any taxes from your payments to us, you must:

- Provide us with an official tax receipt or other appropriate documentation to support the withholding.
- Increase (gross up) the Mining Price, Hosting Fee and Storage Fee by the respective amount of local tax and the grossed-up amount will be regarded as the tax inclusive price or fee as the case may be, and
- Remit the local tax amount that you withhold to the applicable local tax authority.

You must provide us with tax identification and other information that we require to ensure our compliance with tax Laws in your jurisdiction. You will be liable to pay (or reimburse us for) any taxes, interest, penalties or fines arising out of any mis-declaration.

4.6 Machines Offline

If your machines are offline for a period longer than 7 days in any calendar month, you will see a discount in the next invoice representing the number of weeks that your machines were offline.

For example, If your machine stays offline for 7 days you will only be charged the amount representing 75% of the monthly Hosting fee.

5. Hosting Service

5.1 Operating your Miner

Your Miner will be located in one of our mining farms. We will choose the location of the mining farm in our absolute discretion. We will connect your Miner to appropriate networks and cryptocurrency mining pools as soon as possible (generally within thirty days) after you buy the Miner and a Hosting Package.

We will do all things reasonably necessary to ensure that all facilities and the required materials are available to ensure that your Miner Mines 24 hours a day, 7 days a week while it is Active, with the same diligence that we apply to our own dealings.

5.2 Access to your Account

During the term of this Agreement, and for 60 days after termination, you will have access to your Account thorough which you may administer the Hosting Service, including but not limited to purchasing additional Miners, selecting Cryptocurrencies, viewing Mining output and transfers to your nominated digital wallet, and changing your email and digital wallet address.

We may make new services, applications, tools, features or functionality available from time to time through the Mining Platform, the use of which may be contingent upon your agreement to additional terms.

5.3 Suspension of Mining.

You may monitor the performance of your Miner directly from your Account. We will notify you by email within 24 hours of your Miner becoming Inactive for any reason or becoming aware of any defect, abnormal operation, non-performance or other problem, which may adversely affect its performance.

You may direct us to set your Miner to Inactive or Active through the Mining Platform at any time.

We will automatically set your Miner to Inactive if you have not paid our invoice on or before the due date (see clause 4.3).

5.4 Mining Output

Cryptocurrency Mined with your Miners will be paid to the digital wallet linked to your Account when the Cryptocurrency network in which your Miner participates confirms that the block mined by your Miner has been added to the relevant Cryptocurrency blockchain. This may take up to three (3) calendar days.

6. Risks and Your Responsibilities

6.1 Log-In Credentials

You agree that you are responsible for preserving the confidentiality of your login credentials, which are provided for you use only. You are strictly prohibited from selling, transferring or sublicensing your login credentials to any other entity or person

6.2 Digital Wallet

You are responsible for correctly recording your digital wallet address in your Account. You acknowledge and agree that we are not responsible for any losses, which occur because of the provision of an incorrect digital wallet address.

You represent and warrant that you are familiar with and accept the risks associated with digital wallets and private keys, including that the loss of any private key associated with your digital wallet or vault storing cryptocurrencies will result in the loss of those cryptocurrencies and that any third-party who obtains access to your private key(s), or login credentials of a hosted wallet or vault service you use, may be able to misappropriate your cryptocurrencies. You agree we are not responsible for any such losses.

6.3 Selection of Cryptocurrencies

You acknowledge you are solely responsible for the selection, timing and monitoring of your Miner and the Cryptocurrencies to be Mined under this Agreement. You may monitor your Mining output through the Mining Portal.

6.4 Mining Risks

You acknowledge and agree that Cryptocurrency Mining is volatile and uncertain as it depends on a considerable number of factors including, but not limited to the price of cryptocurrency, the computing

power of Miners, the difficulty associated with the Cryptocurrency protocol which determines the amount of computing power (i.e. hash rate) required to solve the subsequent set of blocks, the size and power of the mining pool to which your Miner belongs and other risks including instability, congestion, high transaction costs, network latency, information security, regulatory risk, and technological and operational error. These risks may result in delay or failure to process transactions, failure to deliver Mining output and high Hosting Fees.

You acknowledge and agree that blockchain technologies are still under development and may undergo significant changes over time. Blockchain developers may make changes to the features and specifications of the Cryptocurrencies you choose to Mine which may adversely impact the ability of your Miner to Mine Cryptocurrencies.

You acknowledge and agree that the difficulty of mining may vary and will likely increase and blockchain developers may modify the cryptographic verification process so that the blockchains can no longer be verified through proof-of-work and instead adopt proof-of-stake methodologies.

You acknowledge and agree that we are not responsible for any diminished services resulting from these risks and cannot and cannot and does not guarantee that your Miner can or will successfully Mine Cryptocurrency.

You acknowledge and agree that the value of Miners diminishes rapidly and that there is no guarantee that you will be able to resell your Miner for value or at all.

6.5 Legality

While we will do all things reasonably necessary to comply with the Laws in the countries in which it operates and promotes its services, you acknowledge and agree that the laws relating to Cryptocurrency and Mining vary between Countries, that we do not guarantee that its services comply with the Laws in the country in which you reside or have your place of business and that it is your responsibility to ensure that your use of our services complies with those Laws.

6.6 Survival

This clause 6 survives cancellation or termination of this Agreement.

6.7 Responsible Use

Users may only open one account per user. We reserve the right to terminate all accounts of any person or entity who opens or seeks to open more than one account.

7. Termination

7.1 Termination by You

You can ask us to terminate the Hosting Service for your Miner and this Agreement at any time on five (5) business days' notice. Termination requests must be made in writing, by emailing us at **support@awscapitalgroup.com** from the email address registered to your Account and nominating the Miner for which you wish to terminate.

7.2 Automatic Termination

Unless we agree otherwise in writing, this Agreement will automatically terminate if your Miner has been Inactive (for any reason) for more than six (6) consecutive months or for more than ten (10) non-consecutive months in any one year.

7.3 Termination by Us

We may terminate the Hosting Service and this Agreement by written notice with immediate effect if we discover that you do not meet the eligibility requirements in clause 2.2 or you have (or we have good cause to suspect you have) breached a term of this Agreement or the Law and the breach cannot be remedied.

8. Rights on Termination

8.1 Early Termination Fee

If this Agreement is terminated (for any reason) before your Miner has been Active for 182 days (which need not be consecutive) you must pay an early termination fee of 20% of the Miner Price to cover our costs of commissioning the Miner. You must also pay any outstanding Storage Fees.

On termination of this Agreement, you are not entitled to any refund of prepaid Hosting Fees; however, we will apply any unused portion of the Hosting Fees for a Miner towards payment of any outstanding Storage Fee or taxes due for that Miner.

8.2 Your Miner

On termination, you may ask us to either:

- Deliver your Miner to you - We will organise delivery to an address you nominate on receipt of a written request and payment of any amount you owe us in relation to that Miner and the applicable freight and customs costs, in advance, or
- Purchase your Miner from you - We may (but are not obliged to) elect to do so at its current market rate (which may be nil) less any amount you owe us in relation to that Miner, or
- Dispose of your Miner.

If you have not asked us to deliver, purchase or dispose of your Miner within thirty (30) days after termination of this Agreement, you agree that:

- Ownership of the Miner is automatically transferred to us and we may deal with your Miner as we wish, including but not limited to disposing of it, continuing to use it, modifying it or reselling it,
- We may apply any money or cryptocurrency earned from the use or sale of your Miner against any amount you owe us in relation to that Miner and we may retain any excess over that amount for our own benefit; and
- We may include any outstanding you owe us in relation to that Miner when invoicing you in relation to any other Miner that we Host for you and the consequences of not payment outlined in clause 4.2 will apply to any such invoice.

9. Limitation of Liability

9.1 Force majeure

We are not responsible for failure to perform, or delay in performing, an obligation (except an obligation to pay money) if the failure or delay arose from a cause beyond our reasonable control, including, but not limited to an act of God, strike, lockout, other industrial disturbance or labour difficulty, war, act of public enemy, blockade, revolution, riot, insurrection, civil commotion, lightning, storm, flood, fire, earthquake, explosion, embargo, unavailability of any essential equipment or materials, unavoidable accident, lack of transportation, or anything done or not done by or to a person, government or other competent authority, except the party relying on force majeure.

We will give you notice of the cause as soon as practicable after becoming aware of it.

If the cause and the resulting failure or delay lasts for more than sixty (60) consecutive calendar days, both you and we may terminate this Agreement and cease providing Hosting Services in relation to your Miner immediately by giving you written notice.

9.2 No liability for indirect loss

We are not liable in any circumstances whatsoever for any incidental, consequential, or indirect damages (including, but not limited to, damages for lost profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use or any delay in the provision of a Miner or the Hosting Services, even if we have been advised of the possibility of such damages.

9.3 Cap on damages

Our maximum aggregate liability to you in connection with a Miner and its related Hosting Services in respect of any direct loss (or any other loss to the extent that such loss is not excluded by clauses 9.1 and 9.2 above or otherwise), whether such claim arises in contract or in tort, shall not exceed the amount of the total Miner Price, Hosting Fees and Storage Fees paid by you in the past 2 years for that Miner calculated at the time those fees were paid.

9.4 Invalidity and Survival

In any country in which the exclusions or limitations of liability in this clause 9 are invalid by operation of a Law, our liability is limited to the greatest extent permitted by law in that country. This clause 9 survives cancellation or termination of this Agreement.

10. Dispute Resolution

10.1 Disputes

If a dispute (**Dispute**) arises out of or relates to these terms (including any dispute as to a breach or termination of the agreement or as to any claim in tort, in equity or pursuant to any Laws) a party to the agreement may not commence any court or arbitration proceedings relating to the dispute unless it has complied with this clause 10 except where the party seeks urgent interlocutory relief.

10.2 Notice of Dispute

A party to these terms claiming that a Dispute has arisen under or in relation to these terms must give written notice to the other party to these terms specifying the nature of the Dispute.

10.3 Parties must endeavour to resolve

On receipt of that notice by that other party, the parties must endeavour to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them.

10.4 Referral to mediation

If the parties do not agree within five (5) business days of receipt of the notice (or such further period as agreed in writing by them) as to the dispute resolution technique and procedures to be adopted, the timetable for all steps in those procedures and the selection and compensation of the independent person required for such technique, the parties shall refer the dispute to proceedings under the International Chamber of Commerce Mediation Rules. If the dispute has not been settled pursuant to the said Rules within forty five (45) days following the filing of a request for mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration.

10.5 Survival

This clause 10 survives cancellation or termination of this Agreement.

11. Notices

11.1 Notices to You

We may provide any notice to you under this Agreement by: posting a notice in your Account on the Mining Platform; or sending a message to the email address then associated with your Account. Notices we provide by posting on the our website will be effective upon posting and notices we provide by email will be effective when we send the email. You are responsible for keeping your email address current. You will be deemed to have received any email sent to the email address then associated with the your Account when we send the email, whether or not you actually receive the email.

11.2 Notices to us

To give us notice under this Agreement, you must contact us by email at support@awscapitalgroup.com. We may update the address for notices to us by posting a notice on our website. Notices sent by email will be effective when the email is sent. Notices provided registered or certified mail will be effective five business days after they are sent.

11.3 Notice after Business Hours

If a notice is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

12. Miscellaneous

12.1 Interpretation

In the interpretation of these terms and conditions, the following provisions apply unless the context otherwise requires:

- A reference in these terms to a business day or time means a day other than a Saturday or Sunday on which banks are open for business generally in the Russian Federation.
- If the day on which any act, matter or thing is to be done under these terms is not a business day, the act, matter or thing must be done on the next business day.
- An expression importing a natural person includes company, trust, partnership, joint venture, association, body corporate or governmental agency.
- Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- References to the word 'include' or 'including' are to be construed without limitation.

12.2 Language

All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will prevail if there is any conflict.

12.3 Relationship

This Agreement does not constitute a relationship of partnership, joint venturer or employment between you and us or any of our employees, consultants, agents or subcontractors.

12.4 Severability

If a clause or part of a clause of these terms can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these terms and conditions, but the rest of these terms and conditions are not affected.

12.5 Waiver

The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

12.6 Assignments

You may not assign any of your rights or obligations under this Agreement without our prior written consent. We may assign our rights and obligations under this Agreement without your consent.

12.7 Governing law and jurisdiction

This Agreement is governed by the laws of the Russian Federation. By entering into this Agreement, you agree to submit to the non-exclusive jurisdiction of its courts and courts of appeal from them and to not object to the exercise of jurisdiction by those courts on any basis.

12.8 Survival

This clause 12 survives cancellation or termination of this Agreement.



Table of Contents

1.	Definitions.....	1
2.	Account and Eligibility.....	1
2.1	Account	1
2.2	Eligibility	1
2.3	Risk Acceptance.....	2
3.	Purchase of Miner.....	2
4.	Fees.....	2
4.1	Hosting Fees	2
4.2	Storage Fees	2
4.3	Payment of Fees	2
4.4	Fee Changes	3
4.5	Taxes.....	3
5.	Hosting Service	3
5.1	Operating your Miner.....	3
5.2	Access to your Account	4
5.3	Suspension of Mining.	4
5.4	Mining Output	4
6.	Risks and Your Responsibilities.....	4
6.1	Log-In Credentials.....	4
6.2	Digital Wallet	4
6.3	Selection of Cryptocurrencies	4
6.4	Mining Risks.....	4
6.5	Legality	5
6.6	Survival	5
6.7	Responsible Use	5
7.	Termination	5
7.1	Termination by You	5
7.2	Automatic Termination	5
7.3	Termination by Us	5
8.	Rights on Termination.....	6
8.1	Early Termination Fee	6
8.2	Your Miner.....	6
9.	Limitation of Liability	6
9.1	Force majeure	6
9.2	No liability for indirect loss.....	6
9.3	Cap on damages	7
9.4	Invalidity and Survival.....	7
10.	Dispute Resolution.....	7
10.1	Disputes.....	7
10.2	Notice of Dispute.....	7
10.3	Parties must endeavour to resolve	7

10.4	Referral to mediation	7
10.5	Survival	7
11.	Notices	7
11.1	Notices to You	7
11.2	Notices to us	8
11.3	Notice after Business Hours	8
12.	Miscellaneous	8
12.1	Interpretation	8
12.2	Language	8
12.3	Relationship	8
12.4	Severability	8
12.5	Waiver	8
12.6	Assignments	8
12.7	Governing law and jurisdiction	9
12.8	Survival	9