GENERAL TERMS OF OPERATION

V3.1 09.03.2022

§1 General Principles; Scope of Application

1.1 General Terms of Operations (GTO) apply to users of the mining pools which are provided to the users ("Miner(s)", "you", "your") by Ezil (BVI) Limited, a Company registered under the laws of the British Virgin Islands under number 2093112 and having its registered office at Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands, hereinafter referred to as the "Pool Operator", as well as "we", "us", "our".

1.2 By accessing and using the Pools, by the registration of a new user's account as well as by any subsequent provision of mining as defied in the GTO, the Miner shall confirm that he/she have read these GTO and accept and agree to be bound by its provisions as well as with any subsequent terms and conditions to which these GTO refer.

Any factual participation in the pools will constitute such acceptance.

If the Miners do not agree to be obliged by these GTO, the Miners are not allowed to use the Pools, which they acknowledge, and in such case, they shall undertake to delete their respective user accounts immediately and leave the Pools Website.

1.3 To access the pool, you enter your specific addresses associated with your wallets. The website https://ezil.me refer to Ethereum, Ethereum + Zilliqa, Ethereum Classic, Ethereum Classic + Zilliqa mining pools and require an Ethereum or Ethereum Classic address (for Ethereum + Zilliqa and Ethereum Classic + Zilliqa, a Zilliqa address is also required). To use the Pools, a mining software working with the operating system on your computer is necessary.

1.4 In order to use the Pools as defined below and operated via the Websites you must be at least sixteen (16) years old. By using the Pools, you confirm to have reached the age of sixteen (16).

1.5 The GTO govern the respective Miners' rights and obligations in relation to the provisions of computing power (mining) on Pools' platform designed for joint cryptocurrency mining.

1.6 The Miner acknowledges that these GTO and any subsequent terms and conditions issued by the Pool Operator may be unilaterally modified or amended by the operator at any time and that the Pool Operator shall always notify the Miner of such modification in advance.

1.7 The Pool Operator may transfer its rights and obligations under these Terms of Operations to any other entities, including but not limited to other parent or subsidiary company, or any other business entity that directly or indirectly holds or acquires all or substantially all of its the assets, shares, or business of the Pool Operator.

§2 Definitions

2.1 *Blocks & Transactions*: Transaction data is permanently recorded in files called blocks.

Blocks are organized into a linear sequence over time also known as the «Blockchain».

New transactions are constantly being processed by Miners via new blocks which are added to the end of the chain and can never be changed or removed once accepted by the network.

Each block contains, *inter alia*, a record of some or all recent transactions, and a reference to the block that came immediately before it.

Transactions shall be broadcast to the network by the sender, and all peers trying to solve blocks collect the transaction records and add them to the block they are working to solve.

Miners shall get incentive to include transactions in their blocks because of attached transaction fees as defined in §7 of the GTO below.

2.2 *Uncles* are orphaned blocks that contribute to the security of the main chain but are not considered the canonical "truth" for that particular chain height. They only exist in Ethereum-based cryptocurrencies.

2.3 *Blockchain* is a decentralized and continually updated list of transactions occurring across a certain peer-to-peer network. Blocks of transactions are validated and linked together by specific methods of cryptography.

2.4 *Mining* is a process of adding transaction records to a cryptocurrencies' public ledger of past transactions. This ledger of past transactions is called the blockchain (as defined above in Clause 2.3) as it is a chain of blocks.

For the purpose of these GTO "Mining" means a process based on probabilistic computing, in which the Miners shall perform mathematical operations to verify and add the transactions in a form of so-called blocks to the public ledger (blockchain) of the respective cryptocurrency, for which they are rewarded with a certain amount of prospective cryptocurrency and certain amount of transaction fees, calculated in accordance with the payout scheme as defined in these GTO and further referred **in the User's Guide published on the Website.** The risks and acknowledgements affiliated with the high probability of the mining process and expected results are provided further in §8 of these GTO.

2.5. *Mining Reward Scheme and Miner's Incentives.* Each cryptocurrency defines a unique mining reward scheme which is defined in **the User's Guide.** The PO reserves the right to apply individual incentives (including but not limited to the promocodes, cash-back etc.) for marketing and promotion purposes at its own discretion.

2.6. *MEV is a miner extractable value*, which means a measure of the profit a miner can, based on its own arbitrarily assessment, include, exclude, or re‑order transactions within the blocks they produce; MEV-related miner's award payment specified in §7 of the Agreement below.

MEV pool reward is a reward being paid to the miners in connection with incentives incurred for execution of the respective transaction (s).

2.7. *Ethereum* and *Ethereum Classic* is an open-source project establishing a decentralized platform running applications exactly as programmed. Downtime, censorship, fraud and third-party interference are not possible according to the developers. For Ethereum or Ethereum Classic, they can be thought of as the individual pages of a city recorder's record book or a stock transaction ledger.

2.8. *Zilliqa ("ZIL")* is a decentralized and open-source cryptocurrency with increased throughput, which is dividing the mining network into smaller consensus groups („Shards "), as further defined **in the User's Guide**.

2.9 *Mining pools* pursue the objective to solve blocks more quickly and split the rewards equally. Participants of a mining pool who present a valid proof of work are to be awarded a "Share".

2.10. *Share* is a hash, smaller than a specified difficulty, but generally without value as only the hash smaller than the target value solving a block and determined by difficulty is of importance. Mining pools are available in a range of forms and arrangements as well as for different types of cryptocurrency. Depending on the mining pool, various payout schemes may be applied, whereby those of relevance will be outlined under § 5 of the GTO below.

2.11. *Share* shall be awarded by the mining pool to the Users who present a valid proof of work of the same type as the proof of work that is used for creating blocks, but of lesser difficulty, so that it requires less time on average to generate.

2.12. *Wallet* is the term to describe the digital environment to access and spend cryptocurrency. A secure private key with a corresponding public key is required to sign and verify transactions. Wallets are associated with a specific address ("Address") and can be created, maintained and stored in various digital forms, including but not limited to desktop, mobile, web and hardware wallets.

2.13. KYC procedure means a procedure aimed at determining the identity of an individual user or an organization. The KYC procedure may be conducted by the PO via third party service provider in accordance with the applicable GDPR protection measures and applicable **Privacy Policy**. The PO shall reserve the right to complete this KYC procedure before enabling some or all functionalities of the Pools.

2.14. The *Botnets* refer to computers used for mining, although their actual owners are unaware of it.

§3 ELIGIBILITY

3.1. By using the PO, the Miner(s) hereby represent and warrant that you:

- are at least Minimum Age and have capacity to enter into a binding contract; have not previously been suspended, removed, or restricted from use of the PO.
- have full power and authority to enter into this contract and by entering into this contract you will not violate any other contract arrangements to which you are a party.
- are not furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful, illegal, or non-compliant activity through your relationship with us, through your use of the PO.
- will not use PO if any applicable laws in your country or region prohibit you from doing so in accordance with the respective provisions under these GTO.

3.2. The PO hereby reserve the right to terminate your access to the mining pool for any reason and in our sole and absolute discretion. Use of the Pools by the Miners shall be void where prohibited by applicable law of the jurisdiction where the Miner(s) is a lawful resident and/or citizen.

3.3. Depending on your country of residence or incorporation or registered office, you may not be able to use all the functions of the Pools provided therein. It is your responsibility to follow the rules and laws in your country of residence and/or country from which you access the Pools and/or related Websites.

§ 4 Technical Requirements

4.1 The Miners shall ensure the compliance of their equipment with the certain hardware, software and relevant technical requirements to use the mining Pools and support a high level of power consumption. The PO provides for the process of mining to be conducted using the specialized software enable for various operating systems.

4.2. Any failure of the Miner's/User's equipment, hardware, software as well as any other technology, energy supply does not cause the liability of a PO in accordance with § 5 and §12 of the GTO below.

§5 Liability

5.1 Nothing in these GTO shall limit any liability of the Miner (s) and/or participant for fraud or fraudulent misrepresentation as well as intentional or grossly negligent infliction of damage to the PO.

5.2 The PO shall continually implement and maintain security standards complying with the latest state-of-the-art technology. The Pools shall be designed in a way to enable processing of pay out the Rewards (as defined above) as soon as possible in order to keep the pool balance low.

5.3 Despite the protective mechanisms as determined in GTO, the PO cannot fully guarantee that the Websites will never be subject to hacker attacks or similar technology failures and/or problems.

The PO shall not be obliged to compensate any losses, included lost profit due to stolen pool balance or temporary unavailability of the Pools. The PO explicitly reserves the right to shut down Pools from time to time for maintenance reasons.

5.4 The PO shall not be liable for any damages of the Miners' hardware, including but not limited to computer and its components, or software, including but not limited to operating system, data bases, programs, stored data etc., occurred while using the Pools as provided by the respective Indemnity provisions set forth in §6 of these GTO

The PO shall undertake technically reasonable measures to prevent the risks of the failures of the respective software, hardware, equipment and technologies and provide timely notification to the Miners upon identification of such failures to the extend provided by the provisions of the GTO.

As the hardware setup of each Miner is individually compiled, the Miner must acknowledge and accept the risk associated with such high electrical load and ensure compliance with the technical requirements in accordance with §4 above of the GTO.

5.5 The PO shall not be held liable for the failures of the software caused by unauthorized access, malicious use and so-called hacker attacks on the system that may also cause data loss. As far as personal data is collected as set in § 7 of the GTO below, the PO shall not be held liable for any loss that cannot be reduced by security means or other due measures undertaken by the PO.

5.6 The PO and its respective officers, employees and/or agents will not be held liable to the Miner and/or any other user, participant or anyone else, to the maximum extent permitted by applicable law, for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from the Miner's use of the mining pool, even if the PO has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of the mining pool.

5.7 The PO will not be held liable for any refund, compensation, reimbursement, or damages arising in connection with:

(i)   the Miner's inability to use the mining pool, including without limitation as a result of any termination or suspension of mining pool' operations under these GTO, including but not limited to power outages, maintenance, defects, system failures, mistakes, omissions, errors, defects, viruses, delays in operation or transmission or any failure of performance,

(ii)   any investments, expenditures, or commitments made by the Miner (s) in connection with the GTO or the Miner's use of or access to the mining pool,

(iii)   the Miner's reliance on any information obtained from the PO

(iv)   Force Majeure Event, communications failure, theft, or other interruptions as further referred in §14 of the GTO,

(v)   any unauthorized access, alteration, deletion, destruction, damage, loss, or failure to store any data, including records, private key, or other credentials, associated with the mining pool.

§6 Indemnity

6.1. The Miner hereby indemnify the Pools Operator, to the maximum extent permitted by applicable, against the right to claim damages incurred in connection with the Pools Operator as well as damages incurred in relation to any other Pool activity or in relation to information published on the Pool Website and also any other related damages, in particular the damages (loss of earnings) incurred as a result of non-fulfillment of Miner's expectations regarding the amount of remuneration for the provided services, a complete failure to provide a remuneration, damages to software or hardware of the Miner and also damages incurred in relation to any loss of data on the hardware and software components of the Miner.

6.2. The Miner hereby acknowledges, that the mining process is very demanding on the computation power of the hardware, which can cause an increase of the level of electricity supply consumption and accelerate a wear on some of the hardware components. The Pool Operator shall not be liable for any such costs, wear and tear or damages incurred thereby.

6.3. The Miner hereby agrees and acknowledges that they are solely responsible for setting up their hardware device and other equipment used for providing the computing power for the Pools mining, as well as for any possible damage of its hardware components, that may result from incorrect or incomplete settings. The Miner hereby indemnify the Pool Operator against any liability claims for damages caused by failure of the Miner's hardware device and/or equipment as defined in § 4.

6.4 The Miner hereby agrees and acknowledges the experimental nature of cryptocurrency related software as referred to Ethereum, Ethereum Classic and Zilliqa. Thereby, the Miner shall indemnify the PO against any claims for damages or loss caused due to unforeseeable failures and/or errors of the underlying software as specified in § 9 of the GTO.

6.5 The Miner (s) hereby shall indemnify, and hold harmless the PO, its founders, investors, and beneficiaries, as well as all its respective employees, officers, directors, and representatives against any claims, demands, actions, liabilities, losses, damages, direct or implied costs and expenses (including reasonable attorney fees) arising out of or relating to

(i)   any third-party claim concerning the GTO,
(ii)   the Miner's use of, or conduct in connection with the PO
(iii)   any feedback, opinion, reference provided by the Miner (s)
(iv)   any violation by the Miner of the respective GTO terms
(v)   any violation by the Miner of any rights of any other person or entity.

6.6 If the Miner is obliged to indemnify the PO, its founders, investors, affiliates and/or beneficiaries, the PO will have the right, at its own discretion, to control any action or proceeding (at its own expense) and determine whether the PO is intending to settle it.

6.7. If the PO, its founders, investors, affiliates and/or beneficiaries are obliged to respond to a third-party subpoena or other compulsory legal order or process described above, the Miner shall reimburse the PO, its founders, investors, affiliates and/or beneficiaries for reasonable attorney fees, as well as the respective employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.

6.8. **Tax Indemnification.** From and after the date of publication of the GTO, any Miner (s), user (s) and/or participant (s) (the "Indemnifying Party") shall indemnify, defend and hold harmless the PO, its founders, investors, affiliates and/or beneficiaries and any other and its and its affiliates' respective directors, officers, managers, members, partners, stockholders, employees, agents and representatives, as applicable (the "Indemnitees"), from any and all damages, losses, obligations, liabilities, payments, costs and expenses (including reasonable fees and expenses of outside attorneys, accountants and other professional advisors and expert witnesses), whether known or unknown, contingent or vested, matured or unmatured, that are or may be suffered or incurred by any such Indemnitee arising out or relating to a breach of any representation, warranty, covenant, agreement or obligation of the Indemnitees; provided that the indemnity described in this Clause shall apply only to the extent that such breach adversely affects the respective tax treatment of the Indemnitees and such adverse effect results in damages, losses, obligations, liabilities, payments, costs and/or expenses that are suffered or incurred by an Indemnitee.

§7 Personal Data

7.1. Any collection, processing, storage, operating and transfer of the Miner's personal data collected by the Pools Operator due to the respective Pool activities, in particular personal data specified by the Miner at the moment of creation of their user account, shall be conducted and governed by separate set of terms on handling the personal data of Miners, in compliance with the applicable laws, GDPR provisions as well as in accordance with the Privacy Policy which will be published by the Pools Operator on the Website.

7.2. The Mining Operator shall not be held liable for any collection, processing, storage, operating and transfer of the Miner's personal data by any third party in case the respective third-party software is used to perform Mining, as well as the Operator shall not be held

liable for any functionality of such software or for its direct or indirect effects on the Miner´s hardware components, fully or in part.

§8 Terms of Payment

8.1 The PO shall not be responsible for any costs incurred due to the high level of electricity supply consumed by Miner's equipment and computer hardware (including CPU, GPU). All such costs and expenses are to be beared by the Miner. The pools are conducted at the sole discretion of the user in type, extent and frequency.

8.2 Depending on the offer of each Pool, payout schemes may differ and determined as follows:

    8.2.1. **Ethereum** mining pool **and Ethereum + Zilliqa** mining pool will use the following payout schemes:

- Pay Per Share Plus ("PPS+") for Ethereum part and
- PPLNS for Zilliqa.

a)   **PPS+** reward system shall be determined as a 2-part system, where pool accrual an automatically calculated amount of Ethereum for each valid submitted shares for Ethereum blockchain job for each 30 minutes based on the block reward without transaction fees and network difficulty for these 30 minutes to Miner account, and

b)   it also pays transaction fees for each mined block by the pool using is round based reward system which called Pay Per Last N Shares ("PPLNS").

c)   **PPLNS is** a reward system whereby one round has an arbitrary number (N) of minutes. When a block has been found by the pool, the transactions fees rewarded in the block is distributed according to the number and difficulty of the shares submitted during the 30 minutes.

d)   Payout takes place at 6:00 UTC after the minimum payout amount has been reached.

    8.2.2. The payout threshold shall be customizable as follows:

- "Ethereum":   -   minimum 0.01 "Ether"
                 -    maximum 10 "Ether"

- "Zilliqa":   -   minimum 30 "ZIL"
                 -    maximum 10,000 "ZIL"

    8.2.3. In case the User's balance is below 0.001 Ether, the respective payouts will not be payable due to the reason of insufficient balance to cover the transactional costs.

The PO reserves the right to change the minimum balance amount below which the respective payouts will not be disbursed.

8.2.4. The PO provides for the following optional payout conditions for the low miners:

- the account should be created more than 2 weeks before the date of the payout; and
- the last payout was processed no later than 2 weeks before the date of the current payout; and
- the outstanding balance is more or equal to 0.01 Ether.

The above payout option shall apply to the respective miners only if all the above conditions are fulfilled.

8.2.5. **Ethereum Classic** mining pool and **Ethereum Classic + Zilliqa** mining pool will use the PPLNS payout scheme defined as follows:

a) The payout scheme is applied in a similar way as described in Clause 7.2.1 above.

b) The payout threshold shall be customizable as follows:

- "Ethereum Classic":   - minimum 0.1 "ETC"
                                            -   maximum 400 "ETC"

- "Zilliqa":   -   minimum 30 "ZIL"
                                   -        maximum 10,000 "ZIL"

c) Payout takes place each day at 6:00 UTC after the customizable minimum payout amount has been reached.

d) The PO reserves the right to pay out any unpaid balances for accounts that have not reached the payout threshold. Zilliqa is distributed by the same PPLNS system using shares submitted to Zilliqa jobs sent by the pool.

e) The PO reserves a right to change the respective measurements and calculation parameters of the PPS+, PPLNS at its own discretion, subject to prior notification of the Miners published on the Website.

8.3. The PO reserves the right to pay out any unpaid balances for accounts that have not reached the payout threshold for each cryptocurrency.

8.4 The pool fee to be disbursed by the PO shall be equal to the amount of 1% calculated from the total amount of the mining rewards as defined by the cryptocurrency consensus protocol in accordance with **the User's Guide**.

8.5. Network transaction fees of the pool payout transactions shall be processed from the PO's account respectively.

8.6.   The PO reserves the right to pay out the respective miner(s)' reward for MEV transactions that are performed under different rules, as defined in Clause 2.4 above. The PO has a discretion to qualify each incoming transaction as MEV transaction, determine the applicable pool's award and respective payouts to the miners.

In the event the transaction is qualified as MEV transaction, the PO shall distribute, based on the PPLNS method as described above, among the respective cryptocurrency miner (s) the reward equal to the 80% of the amount of the respective PO's incentive incurred in connection with executed MEV transaction. The PO will receive 20% of the specified incentive amount accordingly.

The PO will not be held liable either for execution and/or non-execution of MEV transaction and related payouts.

§9 Risks and Acknowledgments

9.1.   **The Miner hereby acknowledge, that the result of the mining is unforeseeable and cannot be precisely forecast, therefore, the amount of the Miner´s remuneration is variable.**

9.2.   **The Miner hereby acknowledge that, due to the high probability and unpredictability of the mining process which depends on various external factors (i.e., Miners' equipment, energy supply resources, network capacity etc.), the mining results may not, under certain circumstances, match the Miners' expectations. In this case, the Miners shall indemnify the PO against any liability claim as it further provides in §6 of these GTO above.**

9.3.   **The Miner hereby acknowledge, that the PO cannot provide regular, full or partial guarantee with respect to the remuneration under certain circumstances,**

9.4.   **The Miner hereby acknowledge, that neither the Mining Pools platform, nor the user account is an electronic wallet aimed to store and the respective Miner´s cryptocurrencies.**

9.5.   **REGULATORY RISK. The Miner hereby agree and accept, that there is a risk affiliated with the legislation implemented in future which can impose restrictions, limitations and/or prohibitions applied to the certain aspects of blockchain technology which may cause the respective restrictions, limitation or prohibition of the Mining Pools, and that the Miner has been duly informed and warned about this.**

9.6.   **RISK OF HACKING. The Miner hereby agree and accept, that there is a risk affiliated with unauthorized access and/or hacking the Mining Pools and that the Miner has been duly informed and warned about it. For the purpose of the GTO hacking means the attempts conducted by hackers and/or other groups or organizations for the purpose to interfere with the Pools, Wallet in any way, including but**

not limited to the denial of using attacks, spoofing, smurfing, malware attacks, mining attached or consensus-based attacks.

9.7. **CRYPTOCURRENCY RISK. The Miner hereby agree and accept, that there is a risk affiliated with the specified cryptocurrencies which are used as a payment method and that the Miner has been fully informed and warned about it. The cryptocurrencies specified in the GTO constitute the highly risky digital assets that are prone to, without limitation, value fluctuation and volatility, transactional costs and time uncertainty, lack of liquidity, availability, regulatory restrictions and unpredictability, policy changes and security risk.**

9.8. **TAX AFFILIATED LIABILITY. The Miner hereby shall accept and acknowledge that the PO is not, under any circumstances, considered as a tax agent of the Miner in any respective jurisdiction where the Miner has a place of residence, permanent establishment or performs its mining activity.**

9.9. **TAX COMPLIANCE. The Miner shall further agree, acknowledge, and accept its respective obligations to comply with the tax, accounting, reporting and other legal, compliance and regulatory requirements applied to the mining and/or mining related activity according to the laws of the jurisdiction applicable to the Miner.**

9.1. **RESTRICTIONS & REGULATORY RISKS The Miner hereby shall agree, acknowledge and accept that there are risks associated with the current and future legislation which may restrict, limit, or prohibit certain aspects of the used technology or business model which may also result in restriction, limitation, or prohibition the provision of the mining pool services to the Miners who are residents of the Pool Operator's domicile jurisdictions, including, but not limited to the British Virgin Islands.**

9.2. **The Miner hereby shall agree, acknowledge and accept that in case the Miner(s) is a resident of countries or regions subject to sanctions administered or enforced by any respective countries or governments or international agencies, the use of the Pools, as defined below and operated via the Websites, shall not be available for such Miners.**

9.3. **The Miner hereby shall agree, acknowledge and accept that he/she will not be able to use the Pools in case he/she is not in compliance with the laws, regulations and related policies in the country or region where the Miner(s) is located.**

9.4. **The Miner hereby shall agree, acknowledge and accept that all legal and other liabilities risks arising from the fact that the use of the Pools is illegal in certain countries or regions, as specified above, are fully borne by the Miner(s).**

§10 SANCTIONS COMPLIANCE

10.1. In case the Miner(s) assigned wallet addresses and/or accounts are subject to any sanctions, including but not limited to OFAC or other international organizations or national governments, the PO reserves the right to (a) unanimously terminate and/or cease any relations with such Miner(s) without any prior notifications; (b) block or facilitate blocking any your transactions and (c) block your account without allowing you to withdraw the funds.

§11 COMPLIANCE REPRESENTATIONS & WARRANTIES

11.1. Individuals and/or legal entities that are not in fulfill the respective legal rights and obligations shall not be able to use the Pools or other related services provided by the PO If the PO becomes aware that such individual or legal entity has the Pools in non-compliant way, the PO shall have a right to block access of such individual or legal entity.to the Pools.

11.2. If the Miner(s) use the Pools on behalf of a legal entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf.

11.3. These GTO do not create any third-party beneficiary rights in any individual or entity.

11.4. None of the provisions in these GTO constitute any breach, contradiction and non-compliance with the applicable laws and regulations, including but not limited to the laws of the countries or regions where the Miner(s) is a resident or incorporated.

§12 TAX LIABILITY CLAUSE

12.1. The Miner (s) shall have its own sole responsibility to determine what, if any, taxes will apply to the transactions the Miner performed and/or conducted using the mining pool.

12.2. The Miner (s) shall bear its own sole responsibility to report and remit the correct tax to the competent tax and/or other regulatory state authority of the jurisdiction applied to the Miner, including but not limited to all Miner's actual and/or potential tax obligations concerned.

12.3. The Miner (s) shall agree, accept, and acknowledge that the PO, its founders, owners, shareholders, beneficiaries, and any other affiliates shall not, in any case and under no circumstances, be responsible for determining whether taxes apply to the respective Miner's transactions or operations or for collecting, reporting, withholding, or remitting any taxes arising from any transactions conducting by the Miner (s) using the mining pool.

12.4. The Miner (s) shall agree, accept, and acknowledge that the PO, its founders, owners, shareholders, beneficiaries, and any other affiliates shall not, in any case and

under no circumstances, be bound to compensate for the Miner's tax obligation or provide any advice related to tax issues, obligations and taxation of the respective Miner in any jurisdiction.

12.5. All fees, charges, and commissions payable by the Miner to the PO are excluded of any taxes, and in case certain taxes be or will become applicable, they shall be added on Top of the payable amounts.

12.6. Upon the POs request, the Miner (s) shall provide to the PO any information that the PO considers necessary to determine whether the PO shall collect VAT from the Miner (s), including the Miner's VAT identification number. If any deduction or withholding is required by applicable law, the Miner shall notify the PO and shall pay the PO any additional amounts necessary to ensure that the net amount received by PO, after any deduction and withholding, equals the amount the PO would have received if no deduction or withholding had been required.

12.7. Additionally, the Miner shall provide the PO all necessary documentation and/or documentary proof confirming that the withheld and deducted amounts have been paid to the relevant taxing authority.

§13 KYC PROCEDURE

13.1. The PO shall appropriately implement the AML/CTF procedures and security measures to diligently detect and prevent any malicious or unlawful use of the Pools as well as the use, which is strictly prohibited by these GTO, which are deemed as your voluntary consent to provide required personal information for identity verification.

13.2. Security measures may include, in particular, a KYC procedure, which may, allow to technologically determine the identity of an individual user or an organization, to the reasonable extent.

13.3. The PO hereby reserves the right to request the Miner(s) to complete the respective KYC procedure before enabling some or all functionalities of the Pools and provide access to our services.

§14 Force Majeure

14.1. For the purpose of these GTO force majeure means any governmental or relevant regulatory act or regulations, acts of God, war, rite, civil unrest, fire, flood or any other disaster, including but not limited to the strike, pandemic, and similar event which is beyond the reasonable control of either party, the PO and/or Miners, that materially affects the performance of any of the respective obligations of the PO under these GTO and could not reasonably have been foreseen or prevented.

14.2. Under any of the force majeure circumstances, as specified in §14, a party of the GTO will not be held liable for any failure of or delay in the performance of its respective obligations under the GTO.

14.3. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the willful act, neglect or failure to take reasonable precautions of the affected party, its agents, employees, consultants, contractors and sub-contractors.

§15 Severability Clause

15.1 In the event that any provision or any part of any provision set forth in these GTO shall be void or unenforceable for any reason whatsoever, then such provision shall be declared stricken and no longer in force and effect. Unless such stricken provision materially affects the nature of the consideration agreed by the parties of the GTO, the remaining provisions of these GTO shall remain in full force and effect, and to the extent required, shall be modified to preserve their validity.

§16 NOTICES:

16.1. The PO reserves the right to make changes, amendments, addendums and/or modifications from time to time to these GTO, including but not limited to changes of the license agreement for the software used by the PO and of any fees and compensations policies, in our sole discretion and for any reason.

16.2. The PO further ensures to take all reasonable efforts to deliver the respective notices to the Miner(s).

16.3. In case of any changes made to these GTO, the PO will provide you with notice of such changes, in particular, by way of placing the notice on the PO's Website, and via updating the date of changes at the top of these GTO.

The PO hereby will ensure to take all reasonable efforts to deliver the respective notices, as specified above, to the Miner(s). The PO, hereby, encourages the Miner(s) to review these GTO periodically for changes. It is the Miner(s) responsibility to follow the notification policy provisions, as specified in these GTO.

16.4. The amended GTO will be deemed effective immediately from the date of its posting and shall apply to any new users of the Pools. In all other cases, the amended GTO will become effective for preexisting users upon the earlier of either: (i) the date users click or press a button "Accept" to accept such changes, close the notification window prompting the users to accept such changes or use the PO's services after such notification window appears or (ii) continued use of the Pools within [3] days after the respective notification by the PO about such changes.

16.5. The notice of change of these GTO shall be placed, delivered and/or communicated otherwise to Minor(s) within the notice period of [3] days prior to the effective date.

16.6. In case the Minor(s) do not accept the amended GTO, the GTO will be deemed to be terminated, including termination of all rights and obligations between you and the PO derived from these GTO.

16.7. If the Miner(s) do not agree to any amended GTO (i) the Miner(s) shall discontinue using the Pools and (ii) the Miner(s) shall inform us regarding your disagreement with the changes and submit a request to close the respective Pool's account. In case of the failure of the Miner(s) to inform us about your disagreement and to submit a request to close your account, the PO shall deem you agree and accept the changes to the GTO.

§17 ASSIGNMENTS

17.1. The Miner(s) shall not assign or transfer his/her/its rights or obligations under these GTO without the prior written consent of the PO. The PO may assign or transfer any or all its rights under these GTO, in whole or in part, without obtaining your consent or approval.

§18 Miscellaneous

18.1. So called Botnets are strictly prohibited from participating in the mining Pools.

18.2. The PO shall reserve the right to exclude Workers from using the Pool without prior notice. The PO may change these GTO if it is considered necessary.

The continued use of the Pool by the respective Miner will be deemed as acceptance to any adjustment of the terms and conditions of these GTO. The PO shall provide necessary notification and update the text of the GTO expressly on the Website.

18.3. The Miner shall ensure and maintain the sufficient security measures to protect its computers and hardware against harmful effect of the Botnet.

18.4 The Pool Operator may disclose the specific calculation mechanism of the remuneration and/or payout schemes as well as any modifications thereof, upon authorized requests and in compliance with applicable laws and regulations.

§19 Governing Law and Disputes Resolution

19.1. These Terms of Operations are governed by and construed and enforced in accordance with the Laws of the British Virgin Islands and shall be interpreted in all respects as a British Virgin Islands contract.

19.2. Any transaction, dispute, controversy, claim, or action arising from or related to your access or use of the or these Terms of Operations likewise shall be governed by the Laws of the British Virgin Islands, exclusive of choice-of-law principles.

19.3. In the event of failure to resolve the dispute, controversy, claim or action by means of negotiations and/or mediation, it shall be submitted to the British Virgin Island International Arbitration Center to the extent a choice of law is permitted.