



HASHMAX GENERAL APPLICATION TERMS AND CONDITION

1. CONFIDENTIAL INFORMATION.

The Customer may not disclose Confidential Information, except to agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The Customer shall ensure that those persons and entities use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to maintain the confidentiality of such information.

2. PUBLICITY.

The Customer is permitted to state publicly that it is a customer of the Service, consistent with the Trademark Guidelines. If the Customer wants to display Hashmax in connection with its use of the Services, the Customer must obtain written permission from Hashmax through the process specified in the Trademark Guidelines. The Customer shall not issue any press release or make any other public communication with respect to this Agreement or the Customer's use of the Services.

3. REPRESENTATIONS AND WARRANTIES.

Each party represents and warrants that: (i) it has full power and authority to enter into the Agreement; and (ii) it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable. Hashmax warrants that it will provide the Services in accordance with the applicable Service Level Agreement (if any).

4. DISCLAIMER.



EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HASHMAX, ITS AFFILIATES, AND ITS SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. HASHMAX, ITS AFFILIATES, AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION, FAILURE TO STORE, OR ANY LOSS OF ANY CUSTOMER DATA, INCLUDING BLOCKCHAIN DATA AND CRYPTOCURRENCY REWARDS DERIVED, MAINTAINED, OR TRANSMITTED THROUGH USE OF THE SERVICES. THE CUSTOMER IS SOLELY RESPONSIBLE FOR SECURING ITS CUSTOMER DATA AND CRYPTOCURRENCY REWARDS. NEITHER HASHMAX, ITS AFFILIATES, NOR ITS SUPPLIERS, WARRANTS THAT THE OPERATION OF THE SOFTWARE OR THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. HASHMAX, ITS AFFILIATES, AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSSES OR OPPORTUNITY COSTS RESULTING FROM BLOCKCHAIN NETWORK AND PROTOCOL OR THIRD-PARTY SOFTWARE ISSUES, WHICH MAY IN TURN RESULT IN THE INABILITY TO PROCESS TRANSACTION ON THE BLOCKCHAIN AT ALL OR WITHOUT INCURRING SUBSTANTIAL FEES.

5. LIMITATION OF LIABILITY

5.1. LIMITATION OF INDIRECT LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HASHMAX, THE CUSTOMER, AND HASHMAX'S SUPPLIERS, SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES, OPPORTUNITY COSTS, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF HASHMAX KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO VIOLATIONS OF HASHMAX'S INTELLECTUAL PROPERTY RIGHTS, INDEMNIFICATION OBLIGATIONS, OR THE CUSTOMER'S PAYMENT OBLIGATIONS.



5.2. LIMITATION OF AMOUNT OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER HASHMAX NOR HASHMAX's SUPPLIERS, MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY THE CUSTOMER TO HASHMAX UNDER THIS AGREEMENT, MINUS ANY CRYPTOCURRENCIES GENERATED OR RECEIVED BY THE CUSTOMER AS A RESULT OF THE CUSTOMER'S USE OF THE SERVICES.

6. INDEMNIFICATION.

Unless prohibited by applicable law, the Customer will defend and indemnify Hashmax and its Affiliates against any settlement amounts approved by the Customer and damages and costs finally awarded against the Customer and its affiliates by a court of competent jurisdiction in any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding) to the extent arising from the Customer's use of the Services.

7. GENERAL PROVISIONS

7.1. ASSIGNMENT.

The Customer will not assign or otherwise transfer this Agreement or any of the Customer's rights and obligations under this Agreement, without the prior written consent of Hashmax, which may be unreasonably withheld. Any assignment or transfer in violation of this Section 13.1 will be void. In addition, the Customer shall be the beneficial owner of any cryptocurrencies generated and/or received as a result of the Customer's use of the Services under this Agreement. Hashmax may assign this Agreement without the Customer's consent (i) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (ii) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Hashmax as a party to this Agreement and Hashmax is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.



The Customer may not merge this Agreement with any other agreements with Hashmax it may be party to.

7.2. CHANGE OF CONTROL.

If a Customer experiences a change of Control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (i) the Customer will give written notice to the other party within thirty days after the change of Control; and (ii) Hashmax may immediately terminate this Agreement any time between the change of Control and thirty days after it receives that written notice.

7.3. DISPUTES.

Any dispute, controversy, difference or claim arising out of or relating to this Agreement or relating in any way to the Customer's use of the Service, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to the Agreement shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC) under the SIAC Arbitration Rules in force when the Notice of Arbitration is submitted. If for any reason a claim proceeds in court rather than in arbitration, Hashmax and the Customer waive any right to a jury trial. Notwithstanding the foregoing Hashmax and the Customer agree that Hashmax may bring suit in court to enjoin infringement or other misuse of Hashmax's intellectual property rights. The law of this arbitration clause shall be Singapore law.

7.4. ENTIRE AGREEMENT.

This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement. The terms located at a URL referenced in this Agreement and the Documentation are incorporated



by reference into the Agreement. After the Effective Date, Hashmax may provide an updated URL in place of any URL in this Agreement.

7.5. FORCE MAJEURE.

Hashmax and its affiliates will not be liable for any failure or delay in performance of obligation under this Agreement where the failures or delay results from any cause beyond our reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war. Force Majeure events include, but are not limited to, upgrades to the validation rules of a given blockchain (e.g., a “hard fork” or “soft fork”).

7.6. GOVERNING LAW AND VENUE.

All claims arising out of or relating to this Agreement or the Services will be governed by the laws of Singapore, excluding the Country’s conflicts of laws rules, and will be litigated exclusively in the courts of Singapore. The Customer and Hashmax consent to personal jurisdiction in those courts. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.

7.7. 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 control if there is any conflict.

7.8. NO AGENCY.

This Agreement does not create any agency, partnership or joint venture between Hashmax and the Customer.



7.9. NOTICES TO CUSTOMER.

Hashmax may provide any notice to the Customer under this Agreement by: (i) posting a notice on the Hashmax website; or (ii) sending a message to the email address then associated with the Customer's account. Notices we provide by posting on the Hashmax website will be effective upon posting and notices we provide by email will be effective when we send the email. It is the Customer's responsibility to keep the Customer's email address current. The Customer will be deemed to have received any email sent to the email address then associated with the Customer's account when Hashmax sends the email, whether or not the Customer actually received the email.

7.10. NOTICES TO HASHMAX.

To give us notice under this Agreement, the Customer must contact Hashmax by facsimile transmission or personal delivery, overnight courier or registered or certified mail to the mailing address listed on the Hashmax website or to Hashmax Ltd company address. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective five business days after they are sent.

7.11. SEVERABILITY.

If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.



HASHMAX HOSTING TERMS AND CONDITIONS

1. Service Content and Requirements

1.1 HashMax uses its own facilities to provide mining hardware hosting services: troubleshooting support, hash rate monitoring, software updates, reasonable maintenance and basic repair (irreparable hardware failures excluded), and other services/products that may be added in the future through the Internet and other means.

1.2 HashMax hosting services are available for mining rigs offered on this Site and rigs that customers send to us (Please confirm with us via email in advance). HashMax reserves the right to refuse any mining rig that is:

- a. Different from the mining rigs agreed upon to host
- b. Sent defective, damaged, or in a potentially hazardous manner
- c. Damaged during shipment

2. Provision, Modification, and Cancellation of Services

2.1 By accepting the HashMax hosting services, users agree to accept all information services provided by HashMax and hence authorize HashMax to send updates, promotional events, and business information to their emails, mobile phones, mailing addresses, etc.

2.2 HashMax reserves the right to modify or discontinue the services at any time without any notice to users.



2.3 HashMax reserves the right to cancel any order at any time where:

- a. There has been an obvious error in the pricing
- b. The product ordered is out of stock

If an order is canceled under this clause and the user has already paid for the service, we will offer a full refund.

3. User Rights

3.1 Users have the right to use the HashMax hosting services and the dashboard account:

a. If users choose to become a registered member of HashMax, they can create an account by themselves. The naming and use of the account should be ethical and comply with relevant laws and regulations. The account must not contain any insults, threats, obscenities, jealousy, and other infringements of the legitimate rights and interests of others.

b. Once users have successfully become the registered users of HashMax hosting services, they will get the user account/ID and password, and be responsible for all activities and events that occur after logging in to the system with this group of accounts and passwords.

3.2 Users have the right to participate in various online/offline activities provided by HashMax and other types of services available on the HashMax website.

3.3 Users have the right to terminate the services with Hashmax only when cryptocurrency mining is making losses.



4. User Obligations

4.1 For the registration data, users have to:

- a. Provide legal, true, accurate, and detailed personal information
- b. Update the user information in time if there is any change
- c. Shall bear all the corresponding responsibilities and consequences if the registration information provided by users is illegal, untrue, inaccurate or incomplete, and HashMax reserves the right to terminate their use of services

4.2 the user Users must not use this site to endanger national security, divulge state secrets, infringe upon the legitimate rights and interests of the state's social collectives and citizens, and may not use this site to produce, copy and disseminate the following information:

- a. Inciting resistance, undermining the Constitution and laws, and administration
- b. Inciting subversion of state power and overthrowing the socialist system
- c. Inciting secession and undermining national unity
- d. Inciting national hatred, ethnic discrimination, and undermining national unity
- e. Fabrication or Distorting facts, spreading rumors, disturbing social order
- f. Promoting feudal superstition, obscenity, pornography, gambling, violence, murder, terror, abetment; Blatantly insulting others, or fabricating facts, others, or other



g. Damage to the credibility of state organs

h. Other violations of the Constitution and laws and administrative regulations

i. Conduct commercial advertising

4.3 It is forbidden for users to use HashMax hosting service as a platform or medium for engaging in various illegal activities in any form. Users may not engage in any commercial activities in the name of the Site without the authorization or permission of HashMax.

5. Information Confidentiality

5.1 Users' personal information including the name, email address, phone number, user account and password, and other non-public information will not be disclosed by HashMax to any third party without legal reasons or prior permission from users.

5.2 The user's personal information may be disclosed in part or in full to other third parties as required by administrative, judicial, or other laws.

6. Applicable Law

All disputes, claims, or other matters arising from or related to the use of the HashMax hosting service are governed by local laws. If there are any disputes between the user and HashMax, it should first be resolved through negotiation in good faith. If an agreement is not reached, the issue will be resolved by the competent court at the People's Republic of China.



7. Risks and Disclaimer

Users need to carefully read the Terms and other related agreements and have a full understanding of potential investment risks before using HashMax hosting service. If there are any questions or concerns about the Terms, please contact our customer service. HashMax shall not be liable for users' losses caused by the factors including but not limited to:

7.1 Information disclosure by users: users have to take full responsibility for maintaining, safeguarding, keeping confidential, and controlling their own digital assets including but not limited to their digital wallets and the funds therein. Users acknowledge that if others are able to gain unauthorized access to their wallets' private keys, they could permanently lose any funds therein. The Customer thus completely indemnifies HashMax in the event of any unauthorized access.

7.2 The volatility of the cryptocurrency market: mining profits change with the adjustment of mining difficulty and fluctuations in the bitcoin price. Users shall do their own research on how to best mitigate investment risks and bear all the losses caused by the decrease in the value of the digital currency and mining rigs. HashMax does not assume any responsibility or compensation obligation.

7.3 This means any unusual and unforeseeable circumstances beyond our normal control, of which the consequences could not have been avoided even when exercising all due care. Such circumstances or events include but are not limited to, changes in national policies, viruses, war, or threat of war, riot, civil unrest, epidemics or pandemics, industrial disputes or strikes, terrorist activity, natural disasters, industrial disasters, fire, theft, flooding, and adverse weather conditions. In the event of any of the above then termination of services may happen, and refunds or compensation payments cannot be made.