

## SERVICE AGREEMENT

Please review and agree to the terms of the Mining Contract Service Agreement to continue.

I (the "Customer") agree with the following terms and conditions for the provision of mining services (the "Agreement") is made as of today between:

FinTech Mining, acting as agent for Aorta Digital LTD, 17-27 Transpolisark Siriusdreef, Hoofddorp 2132 WT, Netherlands, ("Service Provider"); and  
me, the Customer.

Pursuant to the terms of this Agreement, the company's Terms & conditions and privacy policy, the Service Provider will rent out to the Customer certain hardware in order to provide the services described herein.

### 1. Services

You acknowledge that by executing this Agreement and reserving a Mining Contract, and by logging into our Site and accessing your account, you are undertaking cryptocurrency mining on your behalf only, at your own risk and for your own benefit.

#### 1.1 "Mining Algorithm"

The Mining Algorithm is the type of algorithm that can be applied on the rented hardware.

#### 1.2 "Mining Hardware"

consists of specialized computing hardware, computer programs, networking interconnectivity and associated facilities that run proprietary mining software ("Software"). We rent all Mining Hardware to provide Services to you and our other users ("Costumers") and which we also use ourselves for our own account.

#### 1.3 "Mining Power"

The Mining Power is the number of hashes of the Mining Algorithm that the rented hardware can process per second. We are selling you the specific volume of mining power (the 'Service' or 'Services') of that Mining Hardware corresponding to an amount of mining power (measured in billions of calculations per second or "Megahashes") specified in each order for the opportunity to make possible, but not guaranteed profit.

#### 1.4 Mining Output ("Coins")

A given cryptocurrency that can be mined with the above Mining Algorithm and offered by the Service Provider. Upon commencement of Service, we will allocate a part of Mining Hardware equal to certain amount of computational power to you for your use in mining one or more cryptocurrencies.

#### 1.5 Quality of "Service"

The Customer acknowledges that the Service will be rendered on a best effort basis. The availability of the Mining Power and, accordingly, the output of Coins may vary. In addition, the Service Provider ensures that it maintains all facilities and the relevant supplies in good working order.

#### 1.6 Mining “Payouts” or “Earnings”

The Customer will receive Coins mined in accordance with the above Mining Power and in accordance with applicable Fees. The coins produced by the Mining Hardware will be centrally collected by us, and we will distribute a portion of them to you based upon the Mining Contract Capacity allocated under your valid Mining Contracts held during the period of effectiveness of your Mining Contract (the “Term”), with such distributions subject to Fees.

#### 2. Remuneration

2.1 As a consideration for the Services the Customer agrees to pay to the Service Provider the requested amount of the purchased Mining Contract, one-off upfront payment.

b. Fees deducted on a daily basis from the generated Coins, covering the Electricity, Pool and Maintenance costs of operating the Mining Hardware.

c. VAT (value added tax) if applicable. As of Dec 2017, will be added to costumers from EU member states only.

2.2 Please be advised, prices for our Services and Fees may change from time to time.

2.3 If, on any day, Coins generated on that day do not suffice to pay the Fees, the Service Provider may use Coins generated on any day thereafter for such payment.

#### 3. Limitation of Liability

3.1 Without detriment to the Service Providers obligation to render the Services on a best effort basis, any liability of the Service Provider hereunder and/or in connection with this Agreement shall be limited to willful misconduct and gross negligence. Further, the Service Provider shall not be liable for any damages incurred by the Customer as a result of force majeure, or any other material event which shall include, inter-alia, any disruption or breakdown of a cryptocurrency market, or a change of the proof-of-work mining algorithm / change to a different consensus system (such as “proof-of-stake”). The Service Provider will try on a best effort basis to make best possible use of the Customer rented hardware to maximize the value of Coins.

3.2 There Is No Guarantee That the Service Will Produce Earnings. The fact that people have profited from cryptocurrencies mining in the past is no indication that you will profit from cryptocurrency mining, or from the Service, in the future. You should view your entire Service as being at risk as you enter this Agreement. We make no representation, warranty or guarantee that you will receive Earnings from the Services.

#### 4. Use of our services

4.1 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 includes photographic identification and a recent proof of address.

4.2 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.

4.3 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 ("Law") in connection with your use of our Services.

## 5. Term

5.1 You may terminate this Agreement and any Service by giving notice of termination to us. You normally will not be entitled to receive any refund of your purchased Service. The Contract is valid while profitable, until expired or until terminated, whichever comes first.

5.2 The Service Provider may terminate this Agreement with immediate effect if mining remains unprofitable for 21 consecutive days. This means that if the coins generated in 24 hours do not suffice to pay the Fees for powering their mining, the relevant contracts will pause for 21 days. If during the suspension period, the Contract-related mining factors (such as the exchange rate and mining difficulty) that are outside of FinTech Mining's control will change favorably, making mining profitable again, the Service will be unsuspended and contracts reactivated. If after the 21 days' period mining remains unprofitable, the contracts will be terminated completely. In anyway, available funds from earnings will be available for withdrawals.

## 6. Communication

Communication between the Service Provider and the Customer can be made in writing which includes email and other electronic messaging services, or verbally which includes phone calls, VoIP calls and other any other means for communication.

## 7. Data Protection

7.1 The Customer agrees to the processing of its personal data provided in the context of this Agreement for the purpose described herein and also agrees, until revocation at any time to the storage of its data beyond the above Term. Should the Service Provider be required to obtain any further data in the context of providing its services hereunder, the Customer will without undue delay provide the relevant data so required by the Service Provider.

7.2 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.

## 8. Representations and Warranties

8.1 The Customer represents and warrants to the Service Provider that he is familiar with mining, cryptocurrencies (e.g. Bitcoin) and that he understands the nature and uses of mining such cryptocurrencies. The Customer acknowledges that it is solely liable for the maintenance of the relevant (i.e. its own) technical equipment (software / hardware) that is required to receive the Service (i.e. the Mining Payouts)

8.2 The Service Provider does not guarantee or warrant the profitability of the Services at any time. The Customer acknowledges that it has no claim against Service Provider for any specific amounts of Coins on the basis of this Agreement and Service Provider does not guarantee or warrant any such output or any value thereof. Also, Customer acknowledges that the exchange risk of mined Coins depends on the actual price compared to any given fiat/cryptocurrency (the above called "Market Price Volatility").

8.3 The Customer further represents and warrants that he will be the sole beneficial owner of the Coins.

## 9. Credit Card and Debit Card Services through Card Service Provider

The following provisions under this section only apply to the extent that the Services are paid by credit card or debit card:

9.1 Credit Card purchases 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 earnings from your account balance) for a period of up to 30 days as a security measure of anti-fraud related regulations and policies.

9.2 The customer acknowledges and agrees that if, for any reason, FinTech Mining is not able to continue supplying the purchased services during the period of the customer's plan, FinTech Mining's maximum liability, if any, will be for what the customer paid, at the time of the payment for the services and with respect to all the dividends and/or Earnings and/or payments that FinTech Mining provided to the customer up till the date that the service stopped.

9.3 The Service Provider uses third party services and such third party's affiliates services which enable the Customer to place monetary deposits and perform transfer of payments within the website of the Service Provider by making use of the Customers existing credit / debit card (as and if available and applicable) (the "Card Services" and the "Card Service Provider"). The Card Services do not include any additional service, and such Card Services do not include the provision or deposit of any applicable cryptocurrency for the Customer's account.

9.4 The Service Provider may share and transfer (including cross border transfer) personal information with the Card Service Provider for the purpose of rendering the Card Services which will be made to Service Providers website via the use of the Customers credit card or debit card. The personal information will be shared with the Card Service Provider after the Customer elects to execute such monetary payments by using the Card Services of the Card Service Provider. For the purpose of this, personal information shall include information that identifies or may identify the Customer including the information submitted by the Customer through the registration form when you subscribe to the website such as the Customer's email address, country and city, phone number and/or information provided through social websites or any other identifying information provided by the Customer while using the Services of the Service Providers website.

9.5 In addition, the Service Provider may transfer any non-personal information provided by the Customer through the Customer's use of the Services on the Service Providers website to the Card Service Provider in order to allow the Card Service Provider to perform preliminary examinations of non-personal information for the purpose of determining if the Customer is qualified to use the Card Services of such Card Service Provider (including the history of the Customer's transactions on the website which will be provided without any identifying information and solely for the purpose examinations of the Card Service Provider).

9.6 By accepting these terms, the Customer represents that all information the Customer provides to the Service Provider is true and accurate. Any false or fraudulent information and/or use of the Services and/or Card Services rendered to the Customer, is prohibited.

9.7 The Customer is not obligated by law to provide the Service Provider and/or the Card Service Provider with any personal information. The Customer hereby acknowledges and agrees that he is providing the Service Provider and/or the Card Service Provider with personal information at his/her own free will, for the purposes of rendering the Services and/or Card Services.

9.8 By using the Card Services, the Customer hereby agrees and accepts to submit any claim first through FinTech Mining's Customer Support email to [support@fintech-mining.com](mailto:support@fintech-mining.com). In case the payment by the Customer results in a charge-back or other material issues occur, the Service Provider is entitled to keep all existing, current and future Mining Output.

## 10. Governing Law, Language and Miscellaneous

10.1 This Agreement is governed by the laws of the Republic of Bulgaria. To the extent permitted by applicable law the parties agree that the competent courts of Bulgaria shall have non-exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement.

10.2 We may change this Agreement, or otherwise modify the terms of use 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: changes in how we interact or communicate with you; changes in any relevant Law; changes in the financial viability (to be decided at our sole discretion) of the Service; occurrence of an Event Outside Our Control; and changes in Law applicable to the Service.

We will notify you of any Changes in one of the following ways, in our sole discretion: (a) sending an email; or (b) providing notice when you log in to your Account or otherwise use our Services. Notice of any Changes will be considered to have been given to and received by you on the same day after such notice was provided or made available to you.

10.3 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.

## 11. Events outside our control

11.1 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 cryptocurrencies, mining or associated services.

11.2 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.

11.3 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.

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

11.5 We have the right to redeem the current active mining contracts at the current one-time allocation price in order to avoid disputes in connection with entry into force the government regulation (if any) of the Services with 7 days' notice via internal email.

## 12. Warranty

WE PROVIDE THE SERVICE 'AS IS' AND WITHOUT WARRANTY BY US, OUR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, MARKETERS ADVERTISERS OR SUPPLIERS (THE 'OTHER ENTITIES'), AS APPLICABLE, AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, WE AND THE OTHER ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NONINFRINGEMENT OF THIRD PARTY RIGHTS. THERE IS NO WARRANTY, WHETHER BY US OR THE OTHER ENTITIES, THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT YOUR ACCESS TO THE SAME WILL BE UNINTERRUPTED OR ERROR-FREE, OR REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICE OR WITH RESPECT TO PERFORMANCE, ACCURACY, RELIABILITY, SECURITY CAPABILITY, CURRENTNESS OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PERSON SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER RELATING TO US OR THE OTHER ENTITIES, AS APPLICABLE. UNDER NO CIRCUMSTANCES WILL WE OR THE OTHER ENTITIES BE LIABLE FOR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR ACCOUNT.

UNDER NO CIRCUMSTANCES WILL WE OR THE OTHER ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF YOUR INFORMATION, AND THE LIKE), WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE MARKETING OR PURCHASE OF THE SERVICE OR ANY USE OR INABILITY TO USE THE SERVICE OR YOUR ACCOUNT, EVEN IF WE OR THE OTHER ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.