

## TERMS & CONDITIONS

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <http://www.FinTechMining.com> website (the "Service") operated by Aorta Digital LTD ("Aorta Digital", "FinTech Mining", "us", "we", or "our").

This is an agreement is between Aorta Digital LTD and you (also referred to in these Terms as "Customer", "you", "your"), the person accessing and using the FinTech Mining cloud mining service and accepting these Terms.

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### 1. General Terms

This contract explains the use of various conditions applied to the services available on the domain of [www.FinTech-Mining.com](http://www.FinTech-Mining.com) (henceforth "Our site"). Please feel free to contact us by e-mail at [support@fintech-mining.com](mailto:support@fintech-mining.com) whenever you have a question.

FinTech Mining is owned and operated by Aorta Digital LTD. 17-27 Transpolispark Siriusdreef, Hoofddorp 2132 WT, Netherlands

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service. Our website is accessible worldwide to anyone with Internet access. Access to and use of our site are subject to these terms and conditions.

BY USING AND ACCESSING OUR WEBSITE, YOU ACCEPT, WITHOUT LIMITATION, ALL OF THESE TERMS AND CONDITIONS.

We reserve the right to change these terms and conditions at any time. Change of these Terms & conditions will occur by mere posting of a new and modified version of these terms and conditions on our website. By using our website, you agree in advance that each use will be subject to the then applicable Terms & conditions. If you do not agree with these policies, discontinue using this site immediately.

Terminology frequently used in this agreement:

- a. "Costumers" are individuals who register to mine cryptocurrencies with a mining contract.
- b. "Mining Pool" is an organized association of Cryptocurrencies miners. The members of these associations work together to mine Cryptocurrencies and those Cryptocurrencies are distributed amongst the membership based on the contribution made to the mining by each member;
- c. "Mining Hardware" is the computer hardware owned by FinTech Mining that is used to provide the Service and to mine Cryptocurrencies;

- d. "Mining power" is the computational power of the Mining Hardware used to mine Cryptocurrencies. Each contract is algorithm specific (SHA-256, Scrypt, X11 etc). We offer a selection between different "Power-size" contracts (beginner/small/medium/high). The power-size is presented in MH/s (=mega-hash-per-second);
- e. "Service" is FinTech Mining cloud hosted mining service, which enables individuals to remotely mine Cryptocurrencies for themselves using our Mining Hardware and the Website;
- f. "Mining contract" or "Contract" binds the amount of Mining power and the length of time of the Service purchased by a Customer;
- g. "Payout" is the periodic deposit to your Balance, dependent on your Mining contract. FinTech Mining may change the periodicity of Payouts at any time, to a maximum of once per 24 hours;
- h. "Fees" are maintenance, pool and electricity fees, charged directly and automatically from the Payouts;
- i. "Account" is your personal access to the Service;
- j. "Balance" is your personal Account's balance;
- k. "Earnings" or "Gains" are Payouts of profits deposited to your balance after deduction of fees.
- l. "eWallet" refers to your personal electronic wallet address provided by a 3<sup>rd</sup> party provider. To withdraw your accumulated Earnings, you will need to enter at least one eWallet address for the Cryptocurrency you are mining.
- m. "Support" or "Customer Support" is the technical support service of FinTech Mining that is provided via email/ticket system. Customers can find answers to general questions and request assistance by submitting a request;
- n. "User Panel" or "personal zone", is the graphical user interface of the Service, with which the Customer interacts to perform all actions related to the Service;
- o. "Website" is FinTech-Mining.com and any apps, software, emails or other websites which we use to provide the services of FinTech Mining (which includes the Service);
- p. "Contract Term" is the period of time for which a Mining contract is valid;
- q. "Hold" is the state an Account can be placed in that prevents the said Account to make any withdrawals, used as a security measure;
- r. a "Pre-order" is a Contract with a start date in the future. Start date is estimated and is subject to change;
- s. the "Referral Program" is the functionality that allows a Customer to receive financial rewards for Contracts purchased by other Customers;
- t. "Cryptocurrency", "Cryptocurrencies" is a reference to the distributed, decentralized peer-to-peer digital currencies.
- u. "Blockchain" refers to a continuously growing list of records, called blocks, which are linked and secured using cryptography. This enables recording of transactions between two parties efficiently and in a verifiable and permanent way.
- v. "Fiat currency" is a reference to state-issued currencies, for example: USD, EUR, GBP;
- w. "Bitcoins" is a reference to a Cryptocurrency known as Bitcoin;
- x. "KYC" (Know Your Client) refers to the collection of personal documents of a Customer for verification following anti-money-laundering procedures.

## 2. Online Services Agreement

This Agreement is made by and between FinTech Mining (“Our site”) and you.

This Agreement applies to both the Site and user platform (“personal zone”), and to the electronic content and / or software currently contained on the Site that provides the customers with real-time information on exchange rates of currencies, and any other features, content or services that FinTech Mining may add later (the “Services”).

### 3. Membership Eligibility

Services are available and reserved only for individuals or businesses that can establish a legally binding contract under the laws applicable in their country of residence. Without limiting the undermentioned terms, our Services are not available to people aged under 18 or who have not attained the legal age (“Minors”). If you are a minor, you cannot use this service. PLEASE DO NOT USE THIS SITE IF YOU ARE NOT QUALIFIED.

To avoid any doubt, we disclaim any liability for unauthorized use by minors of our Services in any manner or another. In addition, our Services are available only for people who have experience and sufficient knowledge in financial matters, able to evaluate the benefits and risks of acquiring Contracts via this site. You are solely responsible for any decision and / or made by you based on the content of the Site.

Without derogating from the above-mentioned provision, we disclaim any responsibility for auditing and/or checking your level of knowledge and/or experience, and any liability for damages and/or loss suffered as a direct result and/or indirectly from your use of the Site. It is the same for any transaction and/or use of the Services. Without limiting the above-mentioned provisions, our Services are not available in areas where their use is illegal and FinTech Mining reserves the right to refuse and/or cancel access to its Services to anyone at its sole convenience.

### 4. Registration Information and Requirements

When registering, you’ll have to provide certain identifying information. You are responsible for the security of your account’s login and password with FinTech Mining. You are solely responsible for any damage caused by reason of any act or omission resulting in improper or illegal use of your account. You agree to provide accurate information, accurate and complete information about yourself during the registration process and you also agree not to impersonate another person or entity, and not to hide your identity for FinTech Mining for any reason whatsoever. If you register as a commercial entity, you declare that you have the required authority to bind that entity to this Agreement.

FinTech Mining treats carefully the information you provide to us according to the disclosure of information provided during the registration process and privacy policy.

You Are required to select your country of residence for appropriate VAT calculation. To be able to withdraw funds you will need to enter at least one eWallet for the Cryptocurrency you are mining. The Account may allow you to add more than one Cryptocurrency eWallet.

Subject to the payment of any fees which may be applied, Costumers will be able to receive Cryptocurrencies on the basis of the Mining power of the Mining contract and the period of time for which the Mining contract is active. Those Cryptocurrencies will be transferred to your wallet upon your

request, if such request is confirmed.

The number of accounts is limited to 1 for each beneficiary.

## 5. Legal Restrictions

Without limiting the undermentioned terms, you understand that laws vary throughout the world, and it is your responsibility to make sure you properly comply with any law, regulation or guideline in your country of residence regarding the use of the Site. To avoid any doubt, the ability to access our Site does not necessarily mean that our Services and/or your activities through the Site are legal under the laws, regulations or directives relevant to your country of residence.

You hereby declare that the money in your account with FinTech Mining does not come from drug trafficking, kidnapping or other illegal or criminal activity.

## 6. Limited License

FinTech Mining grants you a limited non-exclusive, non-transferable license to access and use the Site (the "License"). The license is subject to your compliance with the terms of this Agreement. You may only mine Cryptocurrencies for your own benefit. By using the Website and/or the Service you confirm that you are not acting for the benefit of any other person or entity.

You agree not to resell or make available the Site to any other person, and will not copy any documents contained on the Site for resale or for any other purpose without the prior written consent of FinTech Mining.

To avoid any doubt, you will be liable and bound by any unauthorized use of the Site, in violation of this section. You agree to use all the information received from the information systems FinTech Mining for the sole purpose of performing transactions in the only limits of the Site.

You also agree not to use electronic communication feature of a Service on the Site for any illegal, abusive, intrusive, obscene, threatening or hateful purpose, as well as harassment and vilification in the privacy of others. The license granted hereunder shall terminate if FinTech Mining considers that any information provided by you, including your e-mail is no longer current or accurate, or if you fail to comply with any term or condition of This Agreement and all rules and guidelines for each service. It will be the same if FinTech Mining determines that you committed a crime on the FinTech Mining platform. If such a violation occurs, you agree to cease accessing the Services. You agree that FinTech Mining, in its sole discretion and with or without notice, may terminate your access to all or part of the Services, close any open transaction and remove and discard any information or content within a Service.

## 7. Risk Disclosure

You agree to use the Site at your own risk.

Without limiting the undermentioned provisions, the services provided on this site is intended only to customers who are able to withstand the loss of any money they invest and who understand the risks and have experience in taking risks in financial markets. The possibility exists that you could endure a loss of some or all of your initial investment and hence you should not invest money that you cannot afford to lose. You should be aware of all the risks related to cryptocurrencies, and solicit advice from an independent financial advisor in case of doubts.

Actions with Cryptocurrencies carry inherent risks. Due to the fact that Cryptocurrencies are unregulated and decentralized, their value is not insured by any legal entities. The value of any Mining

contract, any amount of any Cryptocurrency is subject to change by FinTech Mining due to a number of factors out of FinTech Mining's control. These factors include but are not limited to changes of mining difficulty and/or other mining parameters/properties, fluctuating price (in Fiat currency to Cryptocurrency exchange rate) of Cryptocurrencies, obsolescence of hardware and amortization of hardware. You understand and agree that the worth of any Mining Contact and any amount of mined Cryptocurrency may lose all worth at any moment of time due to the nature of Cryptocurrencies. You understand that you are solely responsible for management of the Cryptocurrencies in your balance as well as any losses or charges incurred by any third-party entity.

Any information related to Cryptocurrency and Cryptocurrency mining that is/was posted, published and/or provided by FinTech Mining via any channel of communication (including but not limited to: on the Website, in the User Panel, via the Support Service, via Email newsletter, in social media or by phone) is subject to change.

Use of the internet is famously vulnerable to certain security risks, including (but not limited to) man in the middle attacks, ISP or other third-party tracking, database compromising, phishing attacks, malware infection or interference, or internal personnel security breaches. You hereby release FinTech Mining from liability, responsibility, civil claims or litigation relating to these risks, and waive any right to any settlement or judgment for damages caused by the interception, loss or alteration to any information sent over the internet. FinTech Mining takes reasonable steps to ensure the security and privacy of our customers and information related to the use of our Services, but such information will not be considered "confidential," and may be revealed to a third party, accidentally or otherwise, without any claim of liability against FinTech Mining, even if it is a result of negligence.

## 8. Financial Information

Through one or more of its Services, FinTech Mining can make available to you a wide range of financial information that is generated internally from agents, suppliers or partners ("Third Party Providers"). This includes, but is not limited to financial market data, quotes and news, analyst opinions and research reports, graphs and data ("Financial Information").

The financial information provided on this Site is not intentional investment advice. FinTech Mining offers financial information only as a service. FinTech Mining and its Third Party Providers do not warrant the accuracy, timeliness, completeness or correct sequencing of the financial information, or results of your use of this financial information. The financial information may promptly become unreliable for various reasons, including, for instance, changes in market conditions or economic circumstances. Neither FinTech Mining nor the Third Party Providers are required to update the information or opinions included in the financial information, and we can interrupt the flow of financial information at any time without notice.

It is your responsibility to verify the reliability of the information on the Site and its suitability for your needs. We exclude all liability for any claim, damage or loss of any kind caused by information contained in the Site or referenced by the Site.

FinTech Mining website contains or may contain "forward looking statements" within the meaning of US related Rules Section 27A of the Securities Act of 1933 and Section 21B of the Securities Exchange Act of 1934. Any statements that express or involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, goals, assumptions or future events or performance are not statements of historical fact and may be "forward looking statements." Forward looking statements are

based on expectations, estimates and projections at the time the statements are made that involve a number of risks and uncertainties which could cause actual results or events to differ materially from those presently anticipated. Forward looking statements in this action may be identified through the use of words such as "expects", "will," "anticipates," "estimates," "believes," or statements indicating certain actions "may," "could," or "might" occur.

## 9. Links

FinTech Mining may offer a link to other websites that are provided or controlled by third parties. Such link to a site or sites is neither an endorsement or an approval nor a sponsorship or an affiliation to such site, its owners or its suppliers. FinTech Mining recommends you make sure you understand the risks associated with the use of such sites before retrieving, using or purchasing via the Internet.

Links to these sites are provided solely for your convenience and you agree not to hold FinTech Mining responsible for any loss or damage due to the use or reliance on any content, products or services available on other sites.

## 10. The use of Cryptocurrencies

You must not mine, buy, sell, exchange, hold, own or otherwise use or exploit Cryptocurrencies in any way which is prohibited by the laws or regulations which apply to you.

Cryptocurrencies may not be appropriate for everyone. Before mining any Cryptocurrencies, you should learn about them to ensure that they are appropriate for you. Like all currencies, there are disadvantages to using Cryptocurrencies.

Please be advised, transactions with Cryptocurrencies are irreversible - if you send any amount of any Cryptocurrency to the wrong person, you may be unable to recover those funds;

Also, Cryptocurrencies may be lost if you lose or forget any PINs or passwords necessary to access and spend those Cryptocurrencies;

By agreeing to these terms of service or by mining Cryptocurrencies by using the Service, you are indicating that you understand, are capable of understanding and accept the risks associated with Cryptocurrencies.

## 11. Earnings Disclaimer

IT IS NOT POSSIBLE FOR US TO STATE DEFINITELY HOW MANY BITCOINS, LITECOINS AND/OR ANY OTHER CRYPTOCURRENCY UNITS WILL BE MINED BY ANY COSTUMER AND/OR SPECIFIC MINING CONTRACT.

The opinions, estimates, expectations, and projections contained in any disseminated information are accurate as of the date of release and are subject to change without additional notice. We do our best to ensure that the research has been compiled, obtained, discerned, or interpolated from reliable and trustworthy sources, and therefore believe the positions and beliefs shared are accurate and complete, though obviously not all material known or obtained will be contained, as distilling information into manageable quantity is in large part a goal. We at FinTech Mining as well Aorta Digital LTD are not responsible for any errors or omissions contained in any disseminated material and are not liable for any loss incurred as a result of using the material in any way. The intent is merely to provide useful information, products, and services, some of which we may be compensated for.

Nothing offered by FinTech Mining should be considered personalized investment advice. While our employees and/or contributors may answer your general customer service questions, they cannot help you with specific investment questions and decisions, as they are not licensed under securities laws to deal with your particular investment situation. No communication by our employees and/or contributors to you should be construed as personal, individualized investment advice. Investors should not rely on the information given by us to make investment decisions. Rather, investors should use the information at FinTech Mining only as a starting point, at most, to do additional independent research so that the investor is able to make his or her own investment decision. You should consult with competent, professional help and read any available Prospectus or Public Company information.

#### 12. Earnings Cancellation

FinTech Mining reserves the right in its sole discretion, to refuse or cancel services, and/or refuse to distribute earnings to any person for legitimate reasons, including, without limitation:

- if FinTech Mining has reason to believe that a person's activities on the Site may be illegal;
- if FinTech Mining may be harmed by any fiscal or pecuniary damage due to anyone's activities;
- if FinTech Mining consider that one or more operations on the Site were made in violation of this agreement.

#### 13. Fees

We provide a platform which enables individuals to mine cryptocurrencies using our Mining Hardware. In return, we charge periodic maintenance and electricity fees ("Fees") that are devised from the usage of electricity as well as the cost of maintenance of the said hardware. As for the latest update of this agreement, the electricity cost charged from the payouts stands at 0.1 USD per KW/h.

The maintenance costs of running the equipment include but are not limited to: hardware setup, data center rent, Mining Pool fees, staff salaries, future planning and proofing, software development, exchange of used and out of order parts and other expenditures required to render the service on a best-effort basis. The presence and specification of Fees for each Contract type can always be seen on the Website. Please refer to the 'Payouts & Billing' section of the user-panel for a detailed specification of the electricity consumption per contract and the current cost of electricity and maintenance fees.

As we strive to minimize the cost of maintenance for you, we have put a maximal limit of up to 6% that may be charged as maintenance fees automatically from your mining payouts.

The Fees are deducted from your Payouts once a Payout is credited to your Balance.

VAT is charged from costumers with a residential address in an EU (European) member state. The VAT rate is the local rate in the costumer's country of residence. If applicable, the VAT charged will be presented upon making the purchase and is listed in the invoice.

FinTech Mining reserves the right to change the fees at any time without prior notice. Fees are non-refundable.

#### 14. Payment procedure

FinTech Mining finance department supervises every withdrawal request submitted. If for some reason not completed prior, Identification documents must be submitted and verified before any withdrawal of Earnings. There is a withdrawal fee charged automatically depending on the amount of withdrawal. When a withdrawal request is submitted, FinTech Mining may take up to 3 business days to process the request. Withdrawals are made to a designated eWallet by currency, as defined in your account setting.

FinTech Mining accepts Bitcoin as a form of payment for contracts listed for sale. Like any cryptocurrency, these payment systems are vulnerable to attacks against their underlying infrastructures, including (but not limited to) brute force cracking attacks. Further, users of cryptocurrencies occasionally send payments to mistaken or mis-typed destinations, errors for which there is no available method for recovery. You warrant and represent that if you utilize these methods of payment, you are aware of the risks of using these payment systems, are competent in transacting with cryptocurrencies, and that FinTech Mining is not responsible or liable in any way for any lost or otherwise erroneous payments that result from their use.

FinTech Mining reserves the right to withhold the execution of an Order due to substantial price fluctuations that occur in the price of the underlying cryptocurrency while it is in transit across the BlockChain. Further, you warrant and represent that you understand the volatile nature of the value of cryptocurrencies and waive any claim to recovery against FinTech Mining for any perceived harms that may occur due to price fluctuations of those assets while or after your Order is processed. Finally, you warrant and represent that you understand how the auto-updating price feature of cryptocurrencies purchases works, and understand that an order might not be completed if the price updates before you are able to submit a transaction. You agree that you are still responsible for the entire amount required to complete the purchase even if it updates unfavorably before your payment is received.

All invoices are issued in USD (United States dollar) by default. Payments performed in any other currency must account for the exchange rate of said currency to USD at the moment of invoice generation and any commissions for currency exchange.

A Customer is able to purchase a Mining Contract using a variety of payment methods:

- ✓ Credit/debit card purchase
- ✓ Wire bank transfer: transfer of USD, EUR or GBP to our bank account. A 1% processing fee may apply. (third-party terms and payment commission may apply);
- ✓ Bitcoin via a Bitcoin Transfer: transfer of BTC to Aorta Digital BTC account via BlockChain.info payment system, the amount to pay depends on: sum of the order in USD, the USD/BTC exchange rate at the moment of the purchase and the transfer fee of the Bitcoin network (third-party terms and payment commission may apply);
- ✓ cryptocurrency via a Balance Purchase: purchase of Mining contract using the Account Balance directly;

## 15. Limited Liability

We are committed to ensure continuity of the Services on the Site. However, we assume no responsibility for any error, omission, deletion, interruption, delay, defect, in operation or transmission, communications line failure, theft or destruction or unauthorized access or alteration of the Site or Services. We decline responsibility for any problems or technical malfunction of any telephone network



or lines, computer online systems, servers or providers, hardware or software, or any technical failure because of technical problems or traffic congestion on the Internet, the Site or any Service.

To the extent permitted by applicable law, in no event shall we be liable for any loss or damage arising from use of the Site or Services for any content posted on or through the Site or Services, or the conduct of all users of the Site or Services, whether online or offline.

We disclaim all liability for: any change in the exchange rate of Bitcoins or any other Cryptocurrency; any change in the difficulty of mining; any changes in applicable law or regulation, or the acts of any legislator or regulator in any part of the world; loss of Cryptocurrency arising as a result of any of your acts or omissions of those of any third party; loss due to any defect or insecurity in any systems you use to store or transmit Cryptocurrency or to access or use the Website or the Service ; any inaccurate or incomplete information you provide, including Cryptocurrency eWallet addresses; any changes to the amount of Cryptocurrency awarded to Customers; any changes to the regulatory, legislative or technical environment applicable to Cryptocurrencies; the acts or omissions of any bank or provider of banking services;

IN NO EVENT FINTECH MINING OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER TO YOU, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THE SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION THE QUALITY OF THE USEFULNESS OF INFORMATION PROVIDED THROUGH OR AS PART OF THE SITE OR ANY INVESTMENT DECISION MAKING ON THE BASIS OF THE INFORMATION, WHETHER THE DAMAGES WERE PREDICTABLE OR NOT AND WHETHER OR NOT FINTECH MINING HAS BEEN ACQUAINTED WITH THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL THE FINTECH MINING CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT OF MONEY YOU PAID ON THE SITE IN CONNECTION WITH THE TRANSACTION GIVING RISE TO SUCH LIABILITY.

## 16. AML Procedures

Prohibited Uses: It is prohibited to abuse this Site for purposes of money laundering. FinTech Mining employs best practice anti-money laundering. FinTech Mining reserves the right to refuse and to terminate any business relationship, and to cancel any operation of customers who do not comply with the requirements of anti-money laundering:

- customers should provide all information required for registration.
- The Earnings will be paid to the person who first registered for an account online.
- When a customer maintains an account through wire transfers, the gains will be distributed to the sole owner of the originating bank account.
- When a fund is made using a credit card or debit card, the earnings will be distributed solely to the person whose name appears on the card used to make the payment and will not be reimbursed on the same card.
- Only one account is allowed per person. No gains can be levied on accounts opened under false names or multiple accounts opened by the same person.
- FinTech Mining may, from time to time at its sole discretion, require from a customer to provide additional proof of identity such as notarized copy of passport or other means of identity verification as

deemed necessary circumstances and may, at its sole discretion, suspend an account until the required proof is provided.

#### 17. Intellectual Property

Every content, trademark, service mark, trade name, logo and icon are the property of FinTech Mining or its affiliates or agents and are protected by law and international treaties and provisions relating to copyright. You agree not to remove copyright notices or other indications of protected intellectual property rights of any material you print or download from the Site. You will not obtain intellectual property rights, or any right or license to use such material or the Site, other than those set forth herein. Images displayed on the Site are property of FinTech Mining. You agree not to upload, post, distribute or reproduce any information, software or other material protected by copyright or other intellectual property right (including rights of publicity and privacy) without first obtaining permission from the copyright owner and the prior written consent of FinTech Mining.

#### 18. Indemnification

You agree to defend and indemnify Our company and its officers, directors, employees, and agents and to hold them harmless from and against any and all claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of / or in any way connected with your access to / or use of the Site or Services; your violation of any of the terms in this Agreement; or your breach of any applicable laws or regulations.

#### 19. Term and Termination

The term of the Agreement shall be unlimited however Our company will be allowed to terminate this Agreement at any time by notice to you. As of termination, you shall not be able to carry out new transactions. These Terms of Service are valid indefinitely, even after Account termination.

Without limiting any other rights we have, we may suspend or terminate access to your Account, the Website and/or the Service, nullify your Account Balance and/or hold the ability to withdraw mined Earnings if you breach any of these Terms of Service.

The Mining Contract Term is limited by default, as stated when purchased. The Contract is valid while profitable, until expired or until terminated, whichever comes first.

Contracts with a stated expiry date will end on the date of expiry and the Mining contract is stopped. Pre-order Contracts that are not activated immediately on purchase will activate on the stated date. The Mining contract continues as long as mining is profitable. This means the Mining contract will stop if the Maintenance, Pool and Electricity Fees will become larger than the Payout. If mining remains unprofitable for 21 consecutive days, the Service is permanently terminated. During the consecutive 21-day period, Payouts and Fees will also be temporarily stopped. 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 unsuspending and contracts reactivated.

In the case of a Pre-order contract, FinTech Mining reserves the right to change the launch date, Contract Term and/or Mining Term prior to the activation of such Contracts as sometimes it is

impossible to predict unexpected events that change the cost or delay the deployment of the mining gear.

If you do not log into your Account for 12 months, we may terminate the Account. You will be, if possible, notified in advance. If we are unable to contact you, or you do not take any action to prevent account termination, your Balance will be nullified.

## 20. General clause

Our company will not be liable in any way to any persons in the event of force majeure, or for the act of any government or legal authority.

In the event that any provision in this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

The failure of a party to enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision.

Our company may assign this Agreement or any rights and/or obligations hereunder without your consent.

These Terms of service, together with the Service agreement, Privacy policy and any instructions, guidance and similar information found on the Website (from time to time), constitute the entire agreement between you and FinTech Mining relating to your use of the Website and the Service and mining through the Website or the Service, to the exclusion of any other terms.

Our company may amend the terms of this Agreement from time to time by posting the amended terms on the Site. You are responsible for checking whether the Agreement was amended. Any amendment shall come into force as of the day it was published on the Site. If you do not agree to be bound by the changes to the terms and conditions of this Agreement, do not use or access our Services, and inform us in writing immediately.

## 21. Withdrawals of earnings and Refund Policy

- In order to make a withdrawal of earnings the client has to make an enquiry from his “personal zone”.
- After a withdraw request is made, it receives a “Pending” status. After the request comes to process, it receives an “Approved” status. After receiving “Approved” status, funds are removed from balance. Funds will be transferred to a predetermined eWallet of the customer after a request receives an “Approved” status.
- For security reasons, withdrawal enquires are processed by the financial department of the company one by one. The time of the process may vary from 1 business day up to 3 business days. The company saves the right to increase the process time, in that case the company notifies the client by one of the contact methods which was provided by the client during the registration.
- The client takes full responsibility to the information he provides to the company at the enquiry of withdrawal, including the accuracy of the electronic wallet’s address. Failure to provide the exact wallet address may result in complete loss of the amount transferred.

- A withdrawal request may be attended only upon full completion of the company's KYC policy (see section 24).
  - Due to the fast-paced nature of this industry's transactions, FinTech Mining does not offer refunds. You can however withdraw from your available Earnings balance at any time.
  - Your Balance in the User Panel is your personal amount of funds available to use. The Service may have multiple Balances.
  - When making a withdrawal of Earnings, a transaction fee will be deducted automatically. These Transaction fees change based on the amount of withdrawal and the current network traffic. Cases of increased network traffic normally result in longer confirmation times and higher fees for transactions. Transactions are likely to be more expensive and/or take longer to complete. We do not control the time it takes to confirm a transaction once submitted.
  - Cryptocurrency Balances of new coins may be introduced at any time.
  - Coins mined will be transmitted directly to your Balance. This may take up to 24 hours from the date the coins are generated.
- Balance can be used in the following ways:
- ✓ You are able to withdraw your balance at any time if it meets the minimum requirement, unless stated otherwise (subject to change).
  - ✓ You are able to purchase additional Mining contract(s) to increase your total Mining power.
- FinTech Mining reserves the right to make retroactive recalculations to Balance(s), Mining contracts, Mining power and logs, including but not limited to, in the case of any error occurring in the Service, to correct any mistakes or discrepancies.
  - Balance may be negative. In such case, the Balance must become positive above the minimum requirement before any withdrawals and/or purchases can be made using it.

## 22. Dispute/complaint Resolution

In the event of a dispute arising out of or in connection with this Agreement, you are required to duly file a formal dispute resolution notice by sending an email to [support@FinTech-Mining.com](mailto:support@FinTech-Mining.com) ("Dispute Notice"). Any Dispute Notice will be addressed by us within 5 business days ("Response"). In the event that the parties hereto will not reach an agreement with respect to the dispute set forth in the Dispute Notice, within 7 days as of our Response, we will be entitled to rule such dispute, at our sole and absolute discretion.

## 23. Account Termination

Standard operating procedures must be followed in order to terminate your account.

You can have your account permanently deleted by making a request to [support@FinTech-Mining.com](mailto:support@FinTech-Mining.com). Simply inform our support desk team about your request and you will be asked to provide your contact details. In this case, an account manager will contact you by phone and will give you the appropriate details on how to close your FinTech Mining account. You can place your account termination request via the method that best suits you; online chat, phone or e-mail.

Please be advised that we do not impose fees, charges or other requirements when you send us your

close account request. FinTech Mining will respect your decision, should you feel the urge of ending your partnership with us.

Before you submit a request, check if you still have remaining Earnings in your account. With respect to our Terms and conditions, should you close your account, you will be able to withdraw all the upstanding Earnings available to you.

#### 24. KYC Policy

Know your customer policies have become increasingly important worldwide lately, especially among banks and other financial institutions, in order to prevent identity theft, money laundering, financial fraud and terrorist activity.

FinTech Mining holds a zero tolerance fraud policy, and is taking all measures possible to prevent it. Any fraudulent activity will be documented and all related accounts to it will be immediately closed. All funds in these accounts will be forfeited.

##### Prevention:

FinTech Mining aims to ensure the integrity of any sensitive data it obtains, such as your account information and the transactions you make, using a variety of security measures and fraud controls. Securing your electronic transactions requires us to be provided with certain data from you, including your preferred payment method.

When you make a purchase we will require the following documents:

- ✓ A copy of your valid passport or another government issued ID with your signature
- ✓ If used, copies of your credit cards, used to make the payment (Front side with only the 4 last digits visible, back side with the CVV covered).
- ✓ A copy of a recent utility bill in your name and residential address
- ✓ A signed purchase history of your online transactions

If you have any questions please don't hesitate to contact our customer support: [support@FinTech-Mining.com](mailto:support@FinTech-Mining.com)

We highly appreciate you taking the time to provide us with all the necessary documents as soon as you can, in order to avoid any delays in processing your transactions. We require the receipt of all the necessary documents prior to making any transactions to your benefit.

Some circumstances may require us to request these documents before allowing any other activities in your account, such as mining or using educational materials.

Please note that if we will not receive the required documents on file, your pending withdrawals will be cancelled and credited back to your account. We will notify you on such event via our system and/or email.

Please scan your documents, or take a high quality digital camera picture, save the images as jpegs, then send it to us via mail to [support@FinTech-Mining.com](mailto:support@FinTech-Mining.com)

FinTech Mining holds the security of documentation at highest priority, and treats all documents it receives with utmost respect and confidentiality. All files we obtain are fully protected using the highest level possible of encryption at every step of the review process.

Your Credit Card Will Be Debited with The Descriptor [FBE\\*Fintech-mining.com](#) +31-858885063.

## 25. Referral Program

The Referral Program allows registered Customers to receive financial rewards for purchases made by other Customers that they have referred (invited) to FinTech Mining. Referrals will only be through communicating with a live agent of FinTech Mining.

Customers are allowed to advertise, post and/or publish materials on third-party websites or resources for the purpose of acquiring new Referrals.

FinTech Mining is not responsible for the accuracy and/or validity of information in any advertisements, posts and/or publications about FinTech Mining created by Customers on any third-party websites or resources.

If a Customer has visited FinTech Mining by a link from an Affiliate Network and made a Purchase, FinTech Mining grants the credit only to the Affiliate Network that handles the earnings on its own terms. This is valid even if the Customer has a Referrer.

FinTech Mining reserves the right to terminate any Account's access to the Referral Program or any Account's ability to participate in the Referral Program at any time and for any reason.