

EMCD

TERMS OF SERVICE

By registering a new User Account and(or) using any of the services and(or) visiting any section of the website located at <https://emcd.io> (**Platform**), the User agrees to be legally bound by the terms and conditions specified in these Terms of Service (**ToS** or **General Terms**), Privacy Policy, agreements regulating Services provided by the Partners, conditions of promotions, bonuses, and special offers which may be found on the Platform.

Please read the ToS carefully before accepting them. You agree that you are free to choose whether to use the Services on the Platform and do so at your sole option, discretion, and risk.

If you have any doubts about your rights and obligations resulting from the acceptance of the ToS, please consult a lawyer or other legal advisor in your jurisdiction. If you do not agree to accept and be bound by the ToS, please do not open an Account and(or) continue to use the Platform and any Services. Your further use of the Platform will constitute your acceptance of the ToS.

DISCLAIMERS

The Operator calls the Users' attention to the following:

1. Any cryptocurrency is not endorsed by any financial institution or government. The cryptocurrency market is brand new, and there is no clear and stable expectation;
2. The cryptocurrency mining might be suspended or banned due to the implementation or modification of laws, regulations, and rules in any country or region;
3. The User is well-noted and understands that cryptocurrency mining is highly risky. The operations with cryptocurrency might lead to losses in whole or part, so the User should define the limits according to the User's personal tolerance for losses. The User is well-noted and understand that digital asset might bring derivative risks. In addition to the risks mentioned above, there are also unpredictable risks.

DEFINITIONS

1. "**Account**" means the User's personal webpage on the Platform, which can only be accessed by the User with the corresponding login-password pair, where the User, among other things, enters his/her/it email address, the address of his/her/its wallet to receive remuneration under these General Terms, and any other information required for the Services.
2. "**Partners**" means the following companies, each of whom provided certain Services through the Platform:
 - Mining Pool Services and Shared mining: **EMCD Tech Limited**, a private legal entity registered under the laws and regulations of Hong Kong, reg. No.: 2855638, addressed at Flat/RM 1207A, Officeplus @ Prince Edward 794-802 Nathan Road, Prince Edward, Hong Kong;
 - Wallet and Coinhold Services, P2P Services: **EMCD Struct LTD**, a private legal entity registered in the Republic of Seychelles, company no. 229281, addressed at Suite 1, Second Floor, Sound & Vision House, Francis Rachel Street, Victoria, Mahe, Seychelles;
3. "**Contract**" means a computing power agreement concluded between the Operator and the User at the moment of registration of the User Account for the lifetime of the User Account, under which the User undertakes to provide the computing power in exchange for the cryptocurrencies mining and which is governed by these ToS.
4. "**cryptocurrency**" means Bitcoin (BTC), Litecoin (LTC), Bitcoin Cash Node (BCHN), Dash (DASH), Ethereum (ETH), Ethereum Classic (ETC), Dogecoin (DOGE), and other digital assets, depending on the settings of the User Account.
5. "**hashrate**" means a unit of the computing power of the mining hardware.
6. "**Mining Pool Services and/ or Shared mining Operator**" or "**Operator**" means **EMCD Tech Limited**, a private legal entity registered under the laws and regulations of Hong Kong, reg. No.: 2855638, addressed at Flat/RM 1207A, Officeplus @ Prince Edward 794-802 Nathan Road, Prince Edward, Hong Kong.
7. "**Mining Pool Services**" means the Operator's services by providing Users access to the underlying software that enables them to perform cryptocurrency mining.
8. "**Shared mining**" means the Operator's services by providing Users access to the underlying software that

enables them to perform cryptocurrency mining with other Users.

9. **“mining”** means the process in which Miners perform mathematical operations to verify and add the transactions as so-called blocks to the cryptocurrency’s public ledger (blockchain), for which they are rewarded with a certain amount of prospective cryptocurrency and transaction fees.
10. **“Platform”** means a set of information, web forms, software, hardware, and intellectual property objects (including computer software, database, graphic interface design, content, etc.) that can be accessed from various User devices connected to the Internet through special web browsing software (browser) at “https://emcd.io” domain, including domains of the following levels, to get access to the Services.
11. **“Services”** means the overall services offered to you through the Platform by the Partners, which are regulated by the General Terms and other documents referred to herein and within the Platform.
12. **“ToS”** or **“General Terms”** means these general Terms of Use.
13. **“transaction fees”** means the fees for verification and addition of transactions to the cryptocurrency blockchain, and therefore, it can be in every single verified transaction perceived as a difference between the amount of the cryptocurrency sent by the sender and the cryptocurrency received by the recipient.
14. **“User”**, **“Miner”** or **“you”** means legal entities and(or) individuals who provide their computing power to the Operator for mining.
15. **“wallet”** means an external virtual wallet in which any individual User can manage its obtained virtual cryptocurrencies.

1. Amendment of the ToS and Incorporated Agreements

- 1.1. The Operator reserves the right to amend, modify, update, and change the General Terms for several reasons, including commercial, legal (to comply with new laws or regulations), or customer service without prior notice. The most up-to-date ToS and their effective date are available within the Platform.
- 1.2. The Operator will notify the User of any such amendment, modification, or change by publishing the new version of the ToS on the Platform.
- 1.3. It is the User’s responsibility to make sure that he/she/it is aware of the current terms and conditions of the ToS, and the Operator advises the User to check for updates regularly.
- 1.4. The Operator reserves the right to modify the Platform, Mining Pool Services, and underlying software and(or) change the system specification requirements necessary to access and use the Mining Pool Services at any time and without prior notice.
- 1.5. If any change is unacceptable to you, you may either cease using the Platform and(or) close your Account by complying herewith. Your continued use of any part of the Platform after the date on which the ToS are stated to come into effect will be deemed to be your binding acceptance of the revised ToS, including (for the avoidance of doubt) any additions, removals, substitutions or other changes to the identity of the Operator, whether or not you have had notice of, or have read, the revised ToS.
- 1.6. In addition to these ToS, please review any other rules, policies, and terms and conditions relating to the products and services available on the Platform as notified to you by us from time to time, which are incorporated into these ToS by reference.

2. Representations and Warranties. Legal Requirements

- 2.1. The Users hereby warrant that they are individuals whose legal capacity has not been limited to the extent that would prevent them from undertaking the obligations assumed by the ToS.
- 2.2. If the User is a legal entity, it warrants that it is duly established and existing under the law that governs their establishment and existence, respectively, and the person acting on behalf of the legal entity hereby further represents that it is authorized to act on behalf of the legal entity and to undertake obligations according to the ToS.
- 2.3. The Users warrant that they have not previously had Accounts that were deleted unless it was due to their request of the User or due to the inactivity of the User.
- 2.4. The User warrants that all of the information given to the Operator or other persons providing operation of Service is genuine and complete; in case it was not, or if the User omitted to provide certain information to the Operator, the Operator shall not be responsible for any damages, losses, and(or) harm, which may occur either to the User or to third parties as a consequence of this behavior. The Operator hereby reserves the right to delete the Account if he/she/it provides false or incomplete information.

- 2.5. The User shall be responsible for obtaining necessary information about the tax or similar obligations arising concerning the provision of computing power (mining) on the Mining Pool Service as well as for complying with the corresponding responsibilities. The User hereby further acknowledges that the Operator is not responsible for obtaining the above-mentioned information nor for fulfilling such tax (or similar) obligations. The Operator shall not be considered as a tax agent for the User.
- 2.6. Mining may be illegal in some jurisdictions. You understand and accept that the Operator cannot provide you with any legal advice or assurances regarding your use of the Mining Pool Services, and the Operator makes no representations whatsoever as to the legality of the Mining Pool Services in your jurisdiction. Use of the Mining Pool Services is at your sole option, discretion, and risk, and you are solely responsible for ascertaining whether it is legal in your jurisdiction.

Citizens and legal entities from Plattsburgh, New York, USA, are prohibited from registering at the Platform and using Mining Pool Services.

- 2.7. The Operator does not intend to enable the User to contravene applicable law. You hereby represent, warrant, and agree to ensure that your use of Platform services will comply with all applicable laws, statutes, and regulations. The Operator shall not be responsible for any illegal or unauthorized use of the Mining Pool Services by you.
- 2.8. The Operator represents that the User's Personal Data collection shall be limited as much as possible. Any collection, storage, and handling of the User's personal data collected by the Operator is governed by the Privacy Policy, which is an integral part of the ToS published on the Platform.

3. User Account

- 3.1. The User undertakes to create the Account on the Platform to provide the computing power (mining) to the Operator and further undertakes to select and configure its software and hardware, to mine and to carry out any other related activities for the duration of the Contract, by the rules and conditions set out in the ToS.
- 3.2. The Operator reserves the right to reject the User's application without reference to reason and liability to the User. Where Account registration details are found to be inaccurate, misleading, or incomplete, the Operator reserves the right to close the Account.
- 3.3. You shall not assign, transfer, charge, create a trust over, or otherwise deal in your rights and(or) obligations under these ToS (or purport to do so). It is also prohibited to transfer funds between the Accounts of different Users of the Platform.
- 3.4. After opening an Account, you must not disclose (whether deliberately or accidentally) your username and password to anyone else.
- 3.5. You are entirely responsible for maintaining the confidentiality of your password, and you have sole responsibility for any and all activities that occur under your Account. You remain liable for losses incurred by yourself or a third party on your Account.
- 3.6. You must notify the Operator immediately of any unauthorized use, theft of your Account, or any other security breach. If requested, you agree to provide the Operator with evidence of such theft or unauthorized use. The Operator will not be liable for any loss you may incur due to someone else using your password, either with or without your knowledge.
- 3.7. The User undertakes, in particular, not to abuse any of the Mining Pool Services, processes set up by the Operator for this purpose, mistakes, bugs, or imperfections in programming or errors in the respective cryptocurrency network to advantage or disadvantage some Users in mining, or to disrupt the operation or the availability of the Mining Pool Services. The term "*abuse*" includes but is not limited to any attempted hacking or other factual offensive attack, such as withholding attack, botnet attack, and other such actions. Any hacking and(or) any other accurate, offensive attack against the Users and third persons is also considered to be abusive within the meaning of this article if its purpose is to advantage or disadvantage any of the Users in the mining or to disrupt the operation or availability of the Mining Pool Services. The Operator hereby undertakes the right to block the User from violating the ToS immediately and delete the Account without paying the current payment, and any compensation and all the unpaid confirmed reward recorded on the Account is considered a contribution to the operation of the Mining Pool Services.
- 3.8. The Operator reserves the right to suspend access of the User to the Account, that is, to the Mining Pool Services, and thus effectively suspend the provision of computing power from the User in the following cases:
 - (a) For suspicion of botnet use;
 - (b) Multiple User Accounts controlled by a single person may be considered a botnet, and access to these Accounts may, therefore, also be suspended;

(c) For other breaches of the ToS.

- 3.9. In such case, the Operator shall investigate the User's activity and consequently shall either delete the Account permanently or activate it again. In case of User Account deletion due to inactivity, the Operator shall pay unpaid confirmed Remuneration recorded on the User Account to the address of the User's wallet listed therein. If no address is listed in the User Account, the Operator shall, before deleting the User Account, send the User an email request specifying the wallet address. If the User fails to provide the Operator with the required information within thirty (30) days of sending the request, all the unpaid confirmed reward recorded on the User's Account is considered a contribution to the operation of the Mining Pool Services.
- 3.10. The Operator reserves the right to delete the User Account in the following cases:
- (a) Inactive User Account. The User Account is considered inactive if the User has not logged into the User Account via Platform for more than one (1) year (twelve consecutive months) while for the same time, there was no record of computing power provision (mining) on the User Account. The Operator may delete Inactive User Accounts after three previous email warnings made thirty (30), ten (10), and one (1) day before the deletion.
 - (b) Use of false and incomplete information if it harms the interests of the Operator and(or) third parties.
 - (c) Violation of any of the provisions of the ToS.
- 3.11. The User can also delete the User Account on the personal Account page. After confirmation of the User Account deletion, the User loses the right to claim payment of any unpaid confirmed Remuneration recorded on the Account.

4. MINING

- 4.1. Computing power provision. During the existence of the User Account, the User is entitled to provide computing power to the Operator by using the User's hardware to perform processing operations sent to by the Operator for cryptocurrency mining.
- 4.2. The Operator undertakes to exploit the provided and received computing power for cryptocurrency mining. The User acknowledges that the Operator may not always perform the mining itself in its name and on his Account and agrees that it may be performed by third parties different from the Operator, possibly on their Account according to the ToS agreed between the Operator and this third parties.
- 4.3. The Operator is entitled not to accept the computing power offered by the User (that is to refuse it) without having to give a reason, either temporarily regarding all Users (for example, due to technical problems of the Service, etc.) or merely from certain Users (for example due to the User Account suspension, etc.).
- 4.4. The User is entitled to remuneration (**Remuneration**) from the Operator for performed processing operations, that is, for providing the computing power, depending on the actual amount of mined cryptocurrency and the so-called scoring hash rate at the time of extraction of a cryptocurrency block that is valid and that is subsequently accepted to the cryptocurrency network.
- 4.5. In the case of the so-called fork, the mined block is not accepted by the main blockchain of cryptocurrency (so-called orphaned block). Users are not entitled to any Remuneration or reimbursement of any costs incurred in relation to mining the particular block. In the case of the so-called hard fork in case the cryptocurrency blockchain is divided into two chains to create a new cryptocurrency, the User is not entitled to any so-called forked coins of the new cryptocurrency.
- 4.6. The amount of the Remuneration of the User is calculated and paid by the Operator daily from 4:00 to 5:00 p.m. (1:00 – 2:00 p.m. UTC).
- 4.7. Claims for unpaid or incorrectly paid payments are only accepted within two days from when the payment was made or should have been made.
- 4.8. The Remuneration is paid in a cryptocurrency, mining of which gave rise to the Remuneration claim unless stated otherwise in the case of a particular cryptocurrency.
- 4.9. The User agrees that if a third person different from the Operator was mining the cryptocurrency using the User's computing power, that person itself is entitled (but not obliged) to pay the confirmed Remuneration to the User from the mined resources and the User undertakes to accept the Remuneration from that third person. In such case, the User is not entitled to the payment of the Remuneration from the Operator, and the claim to the unpaid confirmed Remuneration against the Operator does not arise.
- 4.10. Unless otherwise agreed, the confirmed Remuneration is always paid to the address of the User's wallet listed in their User Account. The User acknowledges that neither the Service nor the User Account is an electronic wallet intended to store the User's cryptocurrencies.

- 4.11. The Remuneration is considered duly paid when sending it to the address of the User's wallet listed in the User Account.
- 4.12. The Users may be offered options to convert the cryptocurrency to other digital assets or fiat currency. The Users should remember that such services are provided by other companies and not the Operator. The Operator should bear no liability for the quality and timeliness of such services.
 - 4.12.1. The P2P Services of sale of cryptocurrency (conversion to fiat currency) are rendered by **EMCD Struct LTD** and terms on the rendering of such P2P Services are prescribed within EMCD P2P Services Terms of Use (**P2P Services ToU**) available within the Platform. The P2P Services is an integral part of these general Terms. Users accept the P2P Services ToU by registering their Accounts. The **EMCD Struct LTD** can sometimes amend the P2P Services ToU. Therefore, Users are suggested to before using P2P Services.
 - 4.12.2. The services of exchange of cryptocurrency to other digital assets are provided by external third-party services providers. The terms of rendering by such exchange services are not regulated by these General Terms or P2P Services ToU. The Operator should bear no liability for any losses incurred by the Users due to the use of any exchange services. The Users should be responsible for reviewing the terms of the rendering of the services by such external third-party service providers before using their services.
- 4.13. All the provided computing power (mining) and the unpaid confirmed Remuneration are recorded within the User Account. In case of deletion of the User Account, the User waives all of their claims (in particular for the Remuneration payment) against the Operator and, as the case may be, against any other third party operating the Mining Pool Services. The unpaid confirmed Remuneration shall no longer be paid after the User Account's deletion. From then on, it is considered a contribution to the Mining Pool Services operation.
- 4.14. The computing power provided by the User can be used for so-called merged mining when the computing power is used besides mining primary cryptocurrency and other secondary cryptocurrencies. In such case, the User is entitled to the Remuneration for mining primary cryptocurrency according to the ToS and may also be entitled to an additional Remuneration for mining secondary cryptocurrencies.
- 4.15. The User acknowledges that the result of the mining depends mainly on luck, the result of the mining cannot be foreseen, and the amount of the User's Remuneration is therefore variable; there may even be no Remuneration at all under some circumstances, and the Remuneration is in no case fully or partially guaranteed by the Operator.
- 4.16. The Operator furthermore declares that the specific calculation mechanism of the Remuneration attributable to the individual miners shall be published in the related section of the User Account. In case of any modification of the calculation mechanism, such change shall be also always published.
- 4.17. In this regard, the User further acknowledges that although the Operator constantly attempts to improve the security of the Service against hacking and other similar attacks, these attacks regularly occur, and possible successful attacks may lead to the loss of a certain amount (or even all) of mined cryptocurrency means gathered in the wallet, which will be irreversible. In such a case, neither the Operator nor any other person responsible for the operation of Mining Pool Services shall be held liable to the User for the loss or theft of these means or for the related inability to pay the full Remuneration or for a reduction of such Remuneration.
- 4.18. The User undertakes to minimize the risk themselves by keeping in secret their User Account access information and(or) performing reasonable actions for improving the information security of the User's personal device.
- 4.19. The User is responsible for providing the correct payment information (in particular, the correct address of their wallet) within their User Account. In this respect, the User acknowledges that once sent, the Remuneration payment is irreversible and cannot be repeated, even if it was sent to an incorrect address of the User. The Operator is not liable for any damage incurred by the User by sending the Remuneration to the address of a wallet the owner of which refuses to pass the Remuneration to the User or to which the User has no longer access.
- 4.20. Transaction fees are always paid by the person who pays the confirmed Remuneration according to the Remuneration value and Remuneration terms published in the User Account. If the transaction fees are fully or partially Accountable to the User according to the Remuneration terms, the paid Remuneration shall be reduced accordingly.
- 4.21. The Operator reserves the right to penalize any breach of the ToS by the User, which could advantage or disadvantage any User in mining on the Mining Pool Services (in particular in the Remuneration determination) or which could influence the operation or availability of the Service, by a penalty up to the amount of the Remuneration that the User would have been otherwise entitled to according to the ToS. In such case, the Operator shall not confirm the respective part of the Remuneration to the User and(or) shall nullify the prospective part of the confirmed Remuneration and delete it from the records within the User Account and(or) may claim a refund of the Remuneration that has already been paid. This is without prejudice to any claim

against the User for damages in excess of the penalty claimed hereunder. This is also without prejudice to the Operator's right to proceed simultaneously following the ToS.

- 4.22. Any Remuneration claims and related complaints of the Users shall always be made against and settled by the Operator.
- 4.23. The Operator seeks to facilitate the mining of other cryptocurrencies in the future (if it does not allow it already in the case of certain cryptocurrencies) if the technical conditions and the state of the Mining Pool Services development so allow.
- 4.24. If other cryptocurrencies are mined, the ToS shall apply accordingly to their full extent, and the User acknowledges it.

5. Mining Pool Services Operation

- 5.1. The Operator endeavors to provide continuous, uninterrupted Mining Pool Services operation so that the User can provide the computing power (mine) at any time. However, the User acknowledges that due to the maintenance, repairs, and(or) exceptional outages, the Operator does not guarantee uninterrupted (100%) availability of the Mining Pool Services.
- 5.2. If the Mining Pool Services is unavailable due to a planned temporary maintenance shutdown, the Operator shall inform the User not later than one (1) day before the shutdown via Mining Pool Services or in any other suitable way, if possible.
- 5.3. Neither the Operator, its Partners, nor any other person somehow involved in rendering the Mining Pool Services are liable for any damage incurred by the User as a consequence of planned or unplanned shutdown or outage of the Mining Pool Services.
- 5.4. The User is solely responsible for setting up its hardware in a way that allows the hardware to reconnect to the Mining Pool Services automatically when the Mining Pool Services becomes available after the shutdown or outage.
- 5.5. The User hereby waives to the fullest extent permitted by applicable law the right to claim damages incurred due to computing power provision (services provision) as well as damages incurred due to any other Platform activity or information published on the Platform and also any other related damages, in particular the damages (loss of earnings) incurred as a result of non-fulfillment of User'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 User and also damages incurred due to any loss of data on the hardware and software components of the User.
- 5.6. The User acknowledges that the mining process is very demanding on the hardware's computing power, which can cause an increase in electricity consumption and accelerate wear on some of the hardware components. The Operator is not liable for any such costs, wear and tear, or damages incurred thereby.
- 5.7. The User acknowledges that they are solely responsible for setting up their hardware device used for providing the computing power for the Service mining, as well as for any possible damage of its hardware components that may result from incorrect or incomplete settings.
- 5.8. Suppose third-party software is used to perform the computing operations (mining). In that case, the Operator is not liable for any collection of the User's personal data by this third party, for any functionality of such software, or its direct or indirect effects on the User's hardware components and(or) improper mining results, etc.
- 5.9. Considering the subject of the Contract is the provision of services to the Operator by the User, the User and the Operator hereby agree that the provision of services shall be commenced as soon as the User provides the computing power, and the Operator accepts it for the first time. The User hereby expressly agrees therewith.
- 5.10. Users can stop using the Mining Pool Services at any time by deleting their Accounts. The Operator may also stop providing Mining Pool Services or add or create new limits to the Mining Pool Services at any time.
- 5.11. In its absolute discretion, the Operator may alter or amend any Mining Pool Services offered via the Platform at any time to maintain the Platform.
- 5.12. Whenever unexpected system errors, bugs, or problems occur in the software or hardware we use to operate the Platform, we will take immediate steps to fix the problem. We do not accept any liability for IT failures caused by your equipment used to access the Platform or errors related to your internet service provider.

6. Limitation of Operator Liability. ToS Breach.

- 6.1. The Operator and its Partners will provide the Platform with reasonable skill and care and substantially as described in the ToS. The Operator and its Partners do not make any other promises or warranties regarding the

Platform, or the Services offered via the Platform and hereby exclude (to the full extent permitted by the law) all implied warranties in this respect.

- 6.2. The Operator and its Partners shall not be liable in contract, tort, negligence, or otherwise, for any loss or damage, including but not limited to the loss of data, profits, business, opportunities, goodwill, or reputation, as well as business interruption or any losses which are not currently foreseeable by us arising from or in any way connected with your use, of any link contained on the Platform.
- 6.3. You hereby agree to fully indemnify and hold harmless the Operator and its Partners, their directors, employees, partners, and service providers for any cost, expense, loss, damages, claims, liabilities, and expenses, including legal fees and any other charges whatsoever, howsoever caused that may arise in relation to your use of the Platform.
- 6.4. The Operator is not responsible for incorrectly specified details of the transfer network. The Operator has the right to deduct USD 100 from User in case of a refund after specifying the wrong network.
- 6.5. You will be required to fully cover any claims, liabilities, costs, or expenses (including legal fees) and any other charges that may arise due to your violation of the ToS.

7. Trademarks and Copyrights

- 7.1. The Operator and/or Partners either owns all the intellectual property rights for all the content available for the User on the Platform, including but not limited to the underlying HTML (or other source code), text, images, audio/video clips or has obtained the permission of the owner of the intellectual property to use the specified content.
- 7.2. User is granted a nonexclusive, nontransferable, revocable, limited license to access and use the Platform and content per the General Terms, provided that:
 - The User agrees that the Operator and Partners should not be liable for any losses that may incur as a result of using this limited license;
 - The User shall not modify any of the contents and use it for commercial purposes;
 - The User shall not copy, reproduce, or in any other way share the above-stated content.
 - The User shall not perform any actions aimed at using the above-stated content in any unreasonable way and/or causing any harm and/or malfunction of the Platform.
- 7.3. At its sole discretion, the Operator reserves the right to change, modify, add, remove, or terminate this license at any time for any reason.
- 7.4. No other use is permitted without the express written permission of the Operator. Nothing in this notice implies any right in any copyright of the Operators or other copyright owner's content provided on the Platform.
- 7.5. Except as expressly provided in these ToS, nothing contained herein shall be construed as conferring on User or any third party any license or right to intellectual property rights. The Platform and the content are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. Any proprietary notice should not be removed when using or downloading any content from the Platform. The User is not granted the right to use any branding or logos provided within the Platform.
- 7.6. Emcd.io is a proprietary tradename of the Operator.

8. Applicable Law and Jurisdiction

- 8.1. The ToS shall be governed by and interpreted following the laws of the Hong Kong Special Administrative Region. You irrevocably submit, for the benefit of the Operator, to the exclusive jurisdiction of the courts located in Hong Kong to settle any disputes (including claims for set off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by the ToS or otherwise arising in connection with the ToS.

9. Transfer of Rights and Obligations

- 9.1. We reserve the right to transfer, assign, and sublicense or pledge the ToS, in whole or in part, to any person (without your consent), provided that any such assignment will be on the same terms or terms that are no less advantageous to you.

10. Final Provisions

- 10.1. The headings in these ToS are provided for reference only and shall not affect the interpretation or construction of any provision.
- 10.2. If any of the ToS specified herein are determined to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision will to that extent be severed from the remaining terms, conditions, and provisions, which will continue to be valid to the fullest extent permitted by law. In such cases, the part deemed invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect our original intent as closely as possible.
- 10.3. The Operator's contact details the User shall use in case of any notification made hereunder are as follows – email address of the Operator: support@emcd.io
- 10.4. Any email notifications made hereunder shall be deemed to have been delivered to the Operator at the time the Operator confirms the delivery or the tenth (10) day after it has been delivered to the email address of the Operator above, whichever occurs earlier.
- 10.5. Any notices and announcements made hereunder, or any other messages addressed to the User, shall be sent by the Operator to the email address of the User specified in the User Account or made available to the User upon login into the User Account.
- 10.6. The User agrees to any future change of the Platform by the Operator. In case of such change, the User shall always be notified. If the User continues to use the User Account and to provide the computing power (to mine) after the notification of changes, it is considered an acceptance of such changes.
- 10.7. The Operator may at any time, without prior notice, permanently or temporarily terminate the operation of the Platform. In such case, the unpaid confirmed Remuneration recorded on the User Account shall be sent to the wallet specified therein.
- 10.8. The Operator is not obliged to provide the User with any consideration according to the ToS and(or) to provide the Platform availability and operation, if temporarily or permanently prevented by Force Majeure - event or circumstance that is extraordinary, unforeseeable and unpreventable by usual means and with proper care, and that occurred independently of the Operator's will; such Force Majeure event is, among other things, a serious hacking attack, such as so-called withholding attack, when the User sends back to the Operator only partial results of processed operations, but not found blocks.
- 10.9. These General Terms, including documents anticipated and referred to, thereby constitute a complete definition of rights and obligations between the User and the Operator and supersede any previous agreements or provisions on the same subject.
- 10.10. The User acknowledges that by the conclusion of the Contract and by subsequent computing power provision, it enters into a legal relationship with the Operator, who acts in its name and on its Account and who is solely responsible for the settlement of any and all of the User's claims related to the Service and its operation, even if the mining or other activities related to the Service operation have been provided in part or entirely by a third party different from the Operator.
- 10.11. These General Terms come into effect upon their publication on the Platform.

Last amended on 28.03.2024