UNICOIN MINING TERMS OF USE

These Unicoin Mining **Terms of Use** (hereinafter referred to as "Terms") is entered by between the Customer and Unicoin (hereinafter referred as "Company/Unicoin"). Please read these Terms carefully before using the platform or services described herein.

By selecting "I Agree", accessing the Platform, using Unicoin mining services or any of our services (as defined below), you are acknowledging that you have read, understood and accept all the terms and conditions contained in these Terms as well as our Exchange Terms & Conditions, Privacy Policy & Risk Disclosure Document. If you do not agree to above documents, or any subsequent amendments, changes or updates, do not access the platform or use Unicoin mining services.

For an offline variant of this Agreement, you may contact Unicoin for more information.

1. SCOPE OF SERVICES

- a. Unicoin offers customers the opportunity to voluntarily register, establish a mining account, and participate in its BTC Mining services. This can be accomplished by providing a fund equivalent to obtain computational power at a Hash rate that is fixed for the term of this service. The minimum investment for participating in the mining services is fixed as one Tera Hash.
- b. As part of receiving the Services, the Customer will have access to the mining Dashboard inside the Unicoin platform, through which the Customer may watch and administer the Services. The Dashboard also enables the customer to transfer/withdraw the earned rewards to his personal crypto wallets.
- c. Calculation Method: The customer shall be entitled to 50% of the allocation of mined BTC as a reward for the computational power they have acquired from Unicoin. The remaining 50% shall be retained by Unicoin to defray a spectrum of operational expenses, including, though not confined to, expenditures related to electricity consumption, hosting fees, connectivity charges, operation overhead and the assurance of machine security, safety and integrity. These expenses are collectively referred to as "Maintenance Costs".
- d. Settlement Schedule: BTC rewards mined in accordance with these mining terms shall be credited on a weekly basis. The settlement date will be every Wednesday, with credits processed by the end of the day at 11:59 PM.

- ii. Customer Wallet: 50% of the mined BTC rewards will be credited to the customer's wallet on the Unicoin platform for the past week. This portion is accessible to the customer for their own use.
- iii. Maintenance Costs: The remaining 50% of the mined BTC will be retained by Unicoin. This portion will be used to cover and settle the maintenance costs associated with the mining operation.

This process is continued for the whole mining period. The Customer also agrees that he/she is aware of all the risks associated with all possible movements of the value of virtual asset and he/she has been warned of such risks before purchasing Terra Hash.

- e. Mining Period: The mining period shall be for a duration of 3 years, equivalent to 1,095 days, commencing from the date of the acquisition of the specified terra hash capacity. During this mining period, the customer shall be entitled to receive 50% of the mined Bitcoin (BTC) generated by the acquired terra hash. The payout to the customer shall be calculated and credited on a weekly basis, as defined in sub clause (d) above. This weekly payout schedule ensures that the customer receives their entitled share of mined BTC throughout the mining period.
- f. Withdrawal: The Customer has the option to initiate a fund withdrawal or transfer from their own Unicoin wallet to their personal BTC/crypto wallets. In the case of such transactions, a transaction charge will be deducted by the relevant blockchain network in accordance with prevailing market rates. The platform is not involved in setting or determining this charge; it is a direct fee imposed by the blockchain network for the computational resources required to validate and process the withdrawal transaction. This transaction charge is not retained by Unicoin and does not contribute to Unicoin' revenue stream.
- g. Unicoin Mining Platform shall not require or ask the customer to transfer own virtual assets to the wallet of a third party. As part of its compliance with Anti-Money Laundering (AML) regulations, the platform will implement measures to limit and oversee the movement of assets from the customer's Unicoin wallet to wallets owned by third parties. This is a proactive step taken to ensure that any potential transactions are thoroughly reviewed and validated to prevent any illicit financial activities.
- h. New Features and Services: Unicoin Mining may: (i) make new applications, tools, features or functionality available from time to time through the Services; and (ii) add

- new services to this Section 1 (Scope of Services) from time to time, the use of which may be contingent upon the Customer's agreement to additional terms.
- i. Computational Power Calculation: The computation of computational power generated by Unicoin is based on Hashrate as the reference metric. Customers shall have access to a dedicated dashboard, designed by Unicoin, where they can view the computational power purchased and the rewards obtained.
- j. Service Performance and Best Efforts: The Customer acknowledges that Unicoin will provide services to the best of its ability. The availability of computational power and, consequently, the outcomes and yields of any provided services and cryptocurrencies may fluctuate by up to 5%. Unicoin is committed to delivering 95% of the Total Hashrate during the designated Mining Days.
- k. Maintenance and Facility Integrity: Despite the aforementioned variability, Unicoin undertakes to exert reasonable efforts to ensure the proper maintenance of all facilities and necessary supplies required for service provision. This maintenance will be conducted with the same diligence and care as applied in Unicoin' own business operations.
- I. Furthermore, the Customer confirms being fully informed about the risks associated with potential fluctuations in the value of virtual assets and acknowledges having received prior warnings about such risks before purchasing TH.

2. SUSPENSION OF MINING SERVICE:

- a. In the event that,
 - i. the price of Bitcoin (BTC) experiences a significant decrease to a point where mining operations are no longer economically feasible, or
 - ii. the mining operations are halted due to Down Time, which may include, but is not limited to, the following:
 - Hardware or software failures.
 - o Connectivity issues with the mining pool or network.
 - Maintenance, repairs, or upgrades necessary for the efficient operation of mining equipment.
- b. Unicoin reserves the right to temporarily suspend mining activities for a specified period to wait for a favorable market recovery or operational feasibility. During the suspension period, the Company will cease mining activities and the affected mining customers will not incur any maintenance or operational fees.

- c. The suspension may occur for a specified period, during which Unicoin will closely monitor market conditions and operational feasibility. Unicoin may resume mining activities when conditions are deemed favorable or when the issues hindering mining operations have been resolved, at its sole discretion.
- d. Market Monitoring: Unicoin will actively monitor market conditions and the feasibility of mining operations. This includes assessing the cryptocurrency market, the price of BTC, and the associated mining costs.
- e. Resolution Efforts: If the suspension is due to downtime or unforeseen issues, Unicoin will diligently work to resolve these problems and provide an estimate of when mining operations are expected to resume.
- f. Communication: Unicoin shall make reasonable efforts to provide notice to affected parties regarding the suspension and resumption of mining activities, where feasible. Communication methods may include email notifications, updates on the Unicoin website, or other relevant means.
- g. Resumption of Mining: Unicoin retains the discretion to resume mining activities when it deems market conditions have improved, mining is economically feasible, or the issues hindering mining operations have been successfully addressed. The decision to resume mining is at the sole discretion of Unicoin.
- h. Extension of Mining Days: Unicoin shall compensate for the suspension period by adding an equivalent amount of time to the total mining period. This means that the duration of the suspension will be added to the original contract period to ensure that mining activities are extended to account for the time lost during the suspension.
- No Financial Compensation: The compensation provided will solely be in the form of extended mining days, and Mining Customers shall not be entitled to any financial compensation or refunds.

3. PROHIBITION OF USE:

- a. Unicoin reserve the right to terminate customer's access to the Unicoin Platform and Mining Services for any reason and in our sole and absolute discretion. Use of Unicoin Platform and Mining Services is void where it is prohibited by applicable law.
- b. Depending on your country of residence or incorporation or registered office, you may
 not be able to use all the functions of the Unicoin Platform or services provided therein.
 It is your responsibility to follow the rules and laws in your country of residence and/or
 country from which you access the Unicoin Platform.

4. INSTRUCTIONS TO CUSTOMERS ON KYC PROCESS

- a. Your registration with Unicoin will be deemed your agreement to provide required personal information for identity verification. Such information will be used for the purposes of verifying your identity and for the detection of third-party payments, money laundering, terrorist financing, fraud, or any other type of financial crime, and permit us to keep a record of such information indefinitely.
- b. Based on the outcome of the verification of KYC data provided by the customer, it's the sole discretion of Unicoin to accept or refuse to open an account.

5. <u>TAX</u>

- a. The customer is responsible for determining the taxes that apply to their completed transactions or availed services via the Unicoin Platform and its Mining Services. The customer is solely responsible for reporting and remitting the correct tax to the appropriate tax authority. Unicoin is not responsible for determining the taxes applicable to your transactions or services or for collecting, reporting, withholding, or remitting any taxes arising from any transactions or services. The customer acknowledges that Unicoin is not in any case and under no conditions bound to compensate for the customer's tax obligation or give any advice related to tax issues.
- b. All fees and charges payable by Unicoin are exclusive of any taxes, and should certain taxes be applicable, they shall be added on top of the payable amounts. Additionally, you will provide Unicoin with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

6. **SECURITY OF THE CUSTOMER ACCOUNT:**

Unicoin, shall strive our best to ensure maximum security to preserve user data and mined BTC in your wallet, but you are solely responsible for maintaining the security of your wallet at the Unicoin platform, by maintaining the secrecy of the password, and your electronic login address.

7. SERVICES AVAILABILITY:

All services are provided "AS IS", without guarantees of any kind, either expressed or implied.

a. The Customer will strive to keep the Platform up and running 24/7; however, all online services may suffer from occasional disruptions and outages and Unicoin is not liable

for any disruption or loss the Customer may suffer as a result beyond our control. Thus, Unicoin does not provide any guarantees that access to the Platform will not be interrupted or that there will be no delays, failures, errors, omissions or loss of transmitted information.

b. Unicoin will use reasonable endeavours to ensure that the Customer can normally access the Platform in accordance with the Terms. Unicoin may suspend use of the Platform for maintenance and will make reasonable efforts to give the Customer a notice. The Customer acknowledges that this may not be possible in an emergency.

8. NO RIGHT OF WITHDRAWAL:

- a. Binding Agreement: By making a purchase of Terra Hash, the customer acknowledges and agrees that they have entered into a legally binding agreement with Unicoin and they are bound by the terms and conditions outlined herein.
- b. No Cancellation: The customer understands and accepts that once a purchase order for Terra Hash is placed, it cannot be cancelled or revoked for any reason.
- c. Non-Returnable and Non-Exchangeable: Upon successful completion of the purchase, when the Computational Power associated with the Terra Hash is credited into the customer's account, it becomes non-returnable and non-exchangeable. The customer acknowledges that they will not be able to exchange the Terra Hash for any other product or service.
- d. Non-Refundable: The customer acknowledges and agrees that all amounts paid for the purchase of Terra Hash are non-refundable. Under no circumstances will the Company provide a refund for the Terra Hash or any associated fees.

9. ILLEGAL TRANSACTIONS:

- a. The Unicoin reserves the right to suspend or terminate Customer's Account at any time if the Unicoin reasonably believes to be required to do so by the law or in order to comply with recommendations issued by a relevant government authority or recognized body for the prevention of financial crime.
- b. It is strictly forbidden to use the Account for any illegal purposes. The Unicoin will report any suspicious activity to the relevant law enforcement agencies.

10. RISK DISCLOSURE:

Before using the Unicoin Platform, its Services, and Wallet, it is crucial to recognize the associated risks. Ensure that you possess the necessary technical resources and knowledge to manage these risks effectively and exercise careful vigilance over your transactions.

- a. General Risk: You should be aware that the Unicoin Platform and its Services, along with blockchain technology, Bitcoin, and all other Digital Assets, are relatively new and untested technologies that are beyond Unicoin' control. It is important to acknowledge the significant inherent risks in these technologies. In addition to the disclosed risks outlined below, there may be unforeseeable risks that Unicoin cannot predict, making it unreasonable to expect them to have been anticipated. Unicoin's obligations under these Terms may be terminated if market or technological conditions change to such an extent that (i) these Terms no longer align with Unicoin' expectations, (ii) enforcing Unicoin' obligations becomes unjust in the general opinion, or (iii) Unicoin' obligations become impossible to fulfill.
- b. Account Abuse: By using this service or platform, you acknowledge and accept the inherent risk associated with Account abuse. In the event that a third party gains access to an Account holder's login credentials, they may potentially have the means to access and dispose of the funds stored within the Wallet. It is imperative for the Account holder to take full responsibility for safeguarding their login credentials and the electronic devices on which these credentials are stored. This precautionary measure is crucial to prevent unauthorized access to their Account. By using our service or platform, you affirm that you have been informed of these risks and agree to take the necessary steps to protect your Account and assets. We shall not be held liable for any unauthorized access or losses resulting from Account abuse.
- c. Regulatory Risks: By using our services or engaging with blockchain technology, you acknowledge and understand the potential risks associated with future legislation that may impose restrictions, limitations, or prohibitions on certain aspects of blockchain technology, including mining services. We have duly informed and cautioned you about this possibility. It is essential to recognize that regulatory changes can occur, affecting the way services are offered or accessed, and we strongly advise you to stay informed about the evolving regulatory landscape and its implications on blockchain-related activities. We shall not be held responsible for any consequences resulting from future regulatory developments that could affect your use of our services. Your

- engagement with our platform implies your acceptance of these regulatory risks and your commitment to staying informed about relevant legislative changes.
- d. Risk of Hacking: By utilizing Unicoin mining Services and Wallet, you explicitly acknowledge and accept the inherent risk associated with hacking. We have provided you with due information and caution regarding this risk. It is essential to be aware that hackers, along with other entities, groups, agencies, or organizations, may attempt various forms of interference with our Services, platform, or Wallet. These interference methods may encompass but are not limited to denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, mining attacks, or consensus-based attacks. We urge you to exercise vigilance and employ security measures to safeguard your assets and information. Unicoin shall not be held liable for any losses or damages resulting from hacking attempts or related activities. Your use of our Services indicates your acknowledgment of these hacking risks and your responsibility to take adequate precautions.
- e. Digital Assets Risk: Digital Assets are susceptible to various factors, including but not limited to value volatility, uncertain transaction costs and times, liquidity constraints, availability issues, regulatory restrictions, policy changes, and security risks. It is imperative that you carefully consider these risks before engaging with Digital Assets as a payment method. We shall not be held liable for any losses or adverse consequences arising from your use of Digital Assets. Your decision to use Digital Assets implies your acceptance of these inherent risks and your responsibility to exercise caution and diligence in your transactions.
- f. Connection Risk: By utilizing Unicoin mining Services over the internet, you are required to acknowledge the inherent risks associated with this mode of operation. We want to ensure that you are informed and aware of these risks. These risks may encompass potential failures in hardware, software, configurations, and internet connections. It is crucial to understand that Unicoin will not assume responsibility for any failures, disruptions, errors, distortions, or delays in configuration, connection, or communication that you may encounter while using our mining Services, regardless of their cause. We strongly advise you to exercise diligence and take necessary precautions to mitigate these connection-related risks. Your decision to use our mining Services implies your acceptance of these connection risks and your commitment to ensuring a stable and secure connection for your use of our platform.

11. MODIFICATIONS AND AMENDMENTS:

The Unicoin reserves the right to update, amend, modify, revise or suspend any portion of these Terms, subject to applicable law at any time by publishing the revised version. The changes will become effective and shall be deemed accepted by the Customer, the first time the Customer uses the services after the publishing of the revised Terms and shall apply on a going-forward basis with respect to any activity initiated after publishing. You hereby consent and agree that it is your responsibility to ensure that your understanding of this Section is up to date. The Customer agrees that the Unicoin shall not be liable to the Customer or any third party as a result of any losses suffered by any modification or amendment of these Terms.

12. TERMINATION:

- a. You agree that Unicoin has the right to stop your use of the shared BTC cloud mining platform, and block funds if it is suspected that such accounts have violated the Terms, the Privacy Policy, or other applicable legislation. Unicoin has the right to save, use and provide transaction data of violators at the request of law enforcement agencies.
- b. The termination of the agreement is possible with such factors:
 - i. by order of a court or by a competent regulatory authority.
 - ii. if unauthorized access to the account is detected.
 - iii. if non-natural account activity is detected.
- c. However, the customer is not permitted to terminate or cancel this mining service before the expiry of the mining period. After the account is closed and the funds are blocked, the entire balance of the user will go to pay off all costs.

13. FORCE MAJEURE:

If Unicoin is unable to perform the Services outlined in this document due to the factors beyond its control including but not limited to the event of Force Majeure, change of law or change in sanctions policy, Unicoin will not have any responsibility to the Customer with respect to the Services provided hereunder and for a time period coincident with the event.

14. SEVERABILITY:

If any provision of this Terms at any time held unlawful, invalid or unenforceable at any aspect under any law of any jurisdiction, such portion shall be deemed severable and shall

not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible.

15. GENERAL TERMS:

By accessing or using our services, you, the Customer, hereby acknowledge and agree to be bound by the following documents, along with these Terms of Use:

- a. Exchange Terms and Conditions: The Exchange Terms govern the terms and conditions related to the use of our exchange services, its services and general terms of offered products.
- b. Privacy Policy: The Privacy Policy outlines our practices concerning the collection, use, and protection of your personal information.
- c. Risk Disclosure: The Risk Disclosure document provides important information regarding the risks associated with cryptocurrency mining, trading and investment.

16. ANNOUNCEMENTS:

Please be aware that all official announcements, news, promotions, competitions and airdrops will be listed on our website www.unicoindcx.com from time to time. Our Customers undertake to refer to this information regularly and promptly. Unicoin will not be held liable or responsible in any manner of compensation should users incur personal losses arising from ignorance or negligence of the announcements.

17. CUSTOMER SUPPORT:

If you have any queries about any of the above terms, please contact info@unicoindex.com.
