ECOS-M Cloud Services Terms of Use

Revised: March 23, 2021

If you are accessing Services as a customer of ECOS-M Cloud Services reseller, the terms below do not apply to you, and your agreement with your reseller governs your use of the ECOS-M Cloud Services. This ECOS-M Cloud Services - Terms of use (the "Agreement") is made and entered into by and between ECOS-M and the entity or person agreeing to these terms (the "Customer"). "ECOS-M" means CJSC ECOS-M, a company incorporated under the laws of the Armenia, with the legal address 26/1, V.Sargsyan Str., Kentron 0010, Yerevan, Armenia. The services are rendered in Republic of Armenia, Hrazdan, Gortsaranain street, 1. This Agreement is effective as of the date that the Customer clicks to accept the Agreement (the "Effective Date"). The services are considered to be rendered by the date of termination of the term of the selected contract. If you are accepting on behalf of the Customer, you represent and warrant that: (i) you have full legal authority to bind the Customer to this Agreement; (ii) you have read and understood this Agreement; and (iii) you agree, on behalf of the Customer, to this Agreement. If you do not have the legal authority to bind the Customer, please do not click to accept. This Agreement governs the Customer's access to and use of the hosted computational services offered by ECOS-M (the "Services"). Terms of this Agreement are spreading its effect on all relationships performed on this website and /or mobile application offered by ECOS-M. For an offline variant of this Agreement, you may contact ECOS-M for more information.

1. PROVISION OF THE SERVICES.

1.1. ALGORITHM.

This Agreement is for the use of one algorithm in connection with transaction verification for one or more blockchain protocols. At the commencement of the Term of the Agreement, the Customer-selected algorithm may be employed for certain digital assets extraction. As described in Section 3 below, the Customer acknowledges the risks associated with blockchain technologies and acknowledges that variations may occur with the protocols used to perform blockchain transaction verifications ("output") for cryptocurrencies using the algorithm selected by the Customer.

1.2. COMPUTATIONAL POWER AND HASH RATE.

ECOS-M will provide the Customer computational power at a hash rate that is fixed for the Term of the Agreement, subject to Section 1.3 (Service Level Agreement and Variances).

1.3. SERVICE LEVEL AGREEMENT AND VARIANCES.

The Customer acknowledges that the Services shall be rendered on a best effort basis. The availability of computational power and, accordingly, the output and results of any Services and cryptocurrencies may vary up to 5%. Notwithstanding the aforementioned variance, ECOS-M shall make reasonable efforts to ensure that all facilitie͏͏͏͏͏͏͏͏͏͏͏͏͏͏͏͏͏͏͏͏͏͏͏ for providing the Services are maintained in good working order ͏͏͏͏͏͏͏͏͏͏͏͏͏͏͏ the same diligence it applies in its own dealings.

Can I help You?

1.4. HASH RATE OUTPUT.

The Customer's selection of an algorithm, selection of a quantity of computational power or hash rate, allocation of computational power, and use of the Services may result in the receipt of reward in cryptocurrencies in accordance with the total formula for calculating of the terahash, where X (total revenue) = E (Customer revenue) - T (Customer hash rate) * Y (service charge ratio). The service charge is a unified charge, which includes charges for the following services: electricity, management, rent, security. Amount of the reward is also subject to any Maintenance Fees, Blockchain Transaction Fees, and Third-Party Fees (each described in Section 2 below). ECOS-M has the discretion to accumulate or bundle the resulting cryptocurrencies Hash Rate Output in the Customer's digital omnibus account until the accumulated value is sufficiently high to exceed the requirements the Blockchain Transaction Fees. ECOS-M may set and adjust the threshold for delivering the Hash Rate Output at its sole discretion upon notice to the Customer. Adjustments are generally made due to material increase or decrease to Blockchain Transaction Fees or operational degradation, congestion, failure or disruption otherwise of the blockchain network used by Customer. For the avoidance of doubt, the Customer remains the beneficial owner of any derived digital assets.

1.5. HASH RATE OUTPUT CONVERSION.

As described in Section 1.4 (Hash Rate Output) above, the Customer's selection of an algorithm, allocation of computational power, and use of the Services may result in the reward of one or more cryptocurrencies. Where applicable, ECOS-M may provide the Customer with the option to receive the Hash Rate Output in one or more digital asset in equal value to the digital asset extracted by the Customer.

1.6. SERVICES USE.

During the Term, the Customer may: (i) use the Services, and (ii) use any Software provided by ECOS-M as part of the Services. The Customer may not sublicense or transfer these rights.

1.7. DASHBOARD.

As part of receiving the Services, the Customer will have access to the Dashboard through which the Customer may administer the Services, including management and allocation of its deployment of computation power in connection with the Customer's selected algorithm. The Dashboard also provides the Customer tools to direct transfer of digital assets to the Customer's digital asset wallet as described in Section 1.5 (Hash Rate Output Conversion).

1.8. NEW APPLICATIONS AND SERVICES.

ECOS-M 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 (Provision of Services) from time to time, the use of which may be contingent upon the Customer's agreement to additional terms.

1.9. MODIFICATIONS TO THE SERVICES AND AGREEMENT.

ECOS-M may make commercially reasonable updates to Services from time to time. If ECOS-M makes a material change to the Services, it will inform the Customer, provided that the Customer has subscribed with ECOS-M to be informed of such change. ECOS-M may make changes to this Agreement, and any linked documents, from time to time. Unless otherwise noted, material changes to the Agreement will become effective five (5) days after they are posted, except if the changes apply to new functionality in which case they will be effective immediately. ECOS-M will provide at least five (5) days' advance notice for materially adverse changes to any Service Level Agreement by either: (i) sending an email to the Customer's primary point of contact; (ii) posting a notice in the Dashboard; or (iii) posting a notice to the applicable Service Level Agreement or the Customer Support webpage. ECOS-M will post any modification to this Agreement to its website.

1.10. MINIMAL WITHDRAWAL AMOUNT.

Results of performance of purchased computational power are due to withdrawal on terms of the Agreement. The minimal amount the Customer can withdraw is 0,001 BTC, the maximum withdrawal amount is 10 BTC.

Results of the performance of computational power that was received by the Customer as a result of free promotional actions offered by ECOS-M (hereinafter – "Promo-hash-rate") are not subject for withdrawal if the Customer did not perform a purchase on terms of clause 1.16 of the Agreement.

1.11. EQUIPMENT RENT.

All conditions of equipment rent are described in the contract, with which the Customer agrees at the time of payment. For the rent period all property rights for the leased equipment belong to ECOS-M and not transferred to the Customer. In case of equipment rent ECOS-M is fully responsible for the equipment maintenance and issues related to equipment breakdown do not affect the Customer's income accrual under the Contract.

1.12. PHYSICAL PURCHASE OF EQUIPMENT.

1.12.1

When a customer purchases equipment, this equipment becomes the property of the Customer, from the moment the device is paid by any payment method available on the website or by an issued invoice.

1.12.2

ECOS-M on behalf of the Customer allocates the equipment on the Hosting of the ECOS-M company in Hrazdan (Armenia, Hrazdan, Gortsaranain 1).

1.12.3

Monitoring of equipment purchased and hosted on the Hosting is available to the Customer in the Customer's Personal Account at https://cp.ecos.am.

1.12.4

The Customer can at any time take his equipment from ECOS-M hosting by contacting the ECOS-M support service. The equipment will be delivered by the transport company to the address specified by the Customer. The equipment de-installation will occur within 10 business days. The services of the transport company are to be paid by the Customer separately until the actual de-installation of the equipment.

1.12.5

ECOS-M is responsible for any malfunction of equipment arising during the period of 6 months after the purchase on this website and will provide the repair of equipment during this warranty period.

ECOS-M is responsible for performing installation of purchased, rent, pre-ordered equipment on date set in offer, account or agreement (in dependence what is applicable) but not later than on 83rd calendar day starting since the next day after the day Costumer performed relative payment.

1.13. EQUIPMENT HOSTING SERVICE FEE

1.13.1

Payment for the hosting of equipment is made monthly at the beginning of the billing period. The rental amount is fixed when paid for the hosting service and remains unchangeable for 12 months, according to the accepted Offer, confirmed by the Customer by his first payment. After 12 months period the rental amount can be increased be ECOS-M, but not more than 5%.

1.13.2

The reward for the calculations made by the equipment on the Hosting is cryptocurrency (Bitcoin). The reward is daily credited to the Customer's wallet in the system, which is available to the Customer in the Personal Account of ECOS-M.

1.13.3

In case of absence of a monthly payment for the Hosting at the beginning of the billing period, according to these Terms and Conditions, the Customer's equipment located on the ECOS-M hosting is de-installed and the Customer stops receiving the Reward for this period, about which the Customer is informed by email / or in the Customer's Personal Account.

1.13.4

For the period of no payment for equipment located on the hosting of ECOS-M, the Customer's equipment is de-installed, while payment for the Hosting of equipment is charged monthly and is subject to subsequent payment.

1.13.5

In case the debt for the Hosting services exceeds 12 months in total, the Equipment of the Customer located on the ECOS-M hosting is accepted by the ECOS-M company as a

payment for the hosting service of ECOS-M.

1.14 REFERRAL PROGRAM

The details of the referral program are written here: https://mining.ecos.am/info/referral

1.15 CRYPTO-to-CRYPTO exchange

1.15.1.

ECOS-M declares that it DOES NOT perform, offer or responsible for any exchange services (the "Exchange") performed on this this ECOS-M administrated website / mobile application – hereinafter – the "Platform". The Exchange is offered and performed via API (Application programming interface) by third parties – binance.com (Binance Services) (the "Third party").

1.15.2.

If Customer willing to use the Exchange nevertheless it is accessible on the Platform he enters in relationships with the Third party, accepts its offer and terms of use and solely responsible for accuracy of searching and understanding of these rules. Customer is solely responsible for all consequences and risks according this entering.

1.15.3.

While using services that are offered by ECOS-M Customer may use the Exchange that is available on the Platform and that may be used only to exchange one cryptocurrency to another cryptocurrency in accordance with requirements of applicable laws and regulations (local and federal), this Agreement and terms of exchange issued by the Third party that executes exchange processing.

1.15.4.

To use the Exchange Customer selects pair of cryptocurrency he is willing to use in this service and its quantity. After the cryptocurrency and quantity selection is complete the Platform transfers Customer's request to the Third party and returns the Third party offer with ECOS-M' market maker's commission added to this offer. After that Customers on his solely risk gives order to perform the Exchange and pay ECOS-M the commission for market making or declines the offer. The final exchange rates are offered and are subject to acceptance on the exchange confirmation page by pressing "EXCHANGE CONFIRMATION" button that also confirms the order to perform the Exchange mentioned above.

1.15.5.

If Customer gives order to perform the Exchange on offered conditions, ECOS-M within 1 (one) hour executes results of the Exchange and commission disbursement on Customer's account and cryptocurrency wallets after the Third party performed the Exchange.

1.15.6.

If the Exchange is not performed due technical error, system fail or other issues commission does not disburse.

1.16 ACTIVE PERIOD OF THE HASH RATE AND THE RESULTS OF IT'S PERFORMANCE

1.16.1.

The computational power at a hash rate that was purchased by the Customer is active within the period of offer and / or contracts that was purchased (accepted) by the Customer.

1.16.2.

The computational power at a hash rate that was received by the Customer as a result of the Promo-hash-rate is active since 0:00 GMT+3 of the following day since the moment it was activated within the period due following parameters:

Amount of power received as a result of the Promo-hash-rate:	Active period:*
0,5 Th/s	720 hours
20 Th/s	24 hours

*since the moment of receiving of this power by the Customer by performing of certain actions that are set in the corresponding promotional action. Different active period can be set for the hash rate received as a result of the Promo-hash-rate in certain corresponding promotional offer.

1.16.3.

The results of the performance of Promo-hash-rate are active within 48 hours since the moment the power received as a result of the Promo-hash-rate is expired due terms of clause 1.16.2. of the Agreement. If the Customer is willing to leave the results mentioned above in this clause active he has to purchase a contract on terms of the Services within the corresponding 48 hours mentioned above.

2. PAYMENT TERMS, FEES, AND TAXES.

2.1. UPFRONT FEES.

This Agreement and the provision of Services agreed to herein are subject to the Customer's satisfaction of an upfront payment of a fixed amount, set in US Dollars for the given hash rate ("Upfront Fees"). The company ECOS-M doesn't accept payments in cryptocurrencies and doesn't conduct exchange operations. These operations are fulfilled with the help of partners:

> CoinPayments Inc. and Hodltech OÜ ("Hodltech")
> Zaka Capital,The Netherlands

2.2. CLOUD MINING SERVICE FEES.

The Customer shall pay and owe ECOS-M certain data center operations service fees ("Service Fees") for use of the Services as described in this Agreement. ECOS-M shall calculate and automatically deduct the Service Fees from Customer's Hash Rate Output on a daily basis. Service Fees are indicated in contracts per 1 unit of computational power for one day of contract operation. So the Service Fees of a particular contract is calculated by multiplying the amount of computational power unit by service fee rate, defined in the contract. In the event that the Hash Rate Output for one or more days does not satisfy the Service Fees, ECOS-M may deduct the Service Fees from any subsequent Hash Rate Output during the Term of the Agreement. Service fee is a subject to unilateral change by ECOS-M.

2.3. BLOCKCHAIN TRANSACTION FEES.

The delivery and receipt of any of the Customer's digital assets is subject to network or transaction fees charged by the blockchain associated with the Customer-selected algorithm ("Blockchain Transaction Fees"). Blockchain Transaction Fees are paid to emit, record, verify, and process a transaction on the blockchain and not retained by ECOS-M.

2.4. THIRD-PARTY FEES.

Certain digital wallets, wallet addresses, tools, and third-party software and devices ("Third-Party Wallets") used by the Customer may also charge Customer a fee, including a per transaction or transfer fee. Customer is responsible for being aware of and satisfying any such fee. Customer should note that any such fees may significantly reduce Customer's Hash Rate Output and therefore Customer is responsible for managing the selection, use, and rate and frequency of their delivery of Hash Rate Output to any such Third-Party Wallets.

2.5. TAXES.

The Customer is responsible for any taxes, and the Customer will pay ECOS-M for Services without any reduction for taxes. If ECOS-M is obligated to collect or pay Taxes, Taxes will be invoiced to the Customer and/or deduced from the Customer's Hash Rate Output, unless the Customer provides ECOS-M with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. In some countries, states, and provinces, the sales tax is due on the total purchase price at the time of sale and must be invoiced and collected at the time of the sale. If the Customer is required by law to withhold any taxes from its payments to ECOS-M, the Customer must provide ECOS-M with an official tax receipt or other appropriate documentation to support such withholding. If under the applicable tax legislation, the Services are subject to local value added tax ("VAT") and the Customer is required to make a withholding of local VAT from amounts payable to ECOS-M, the value of the Services calculated in accordance with the above procedure will be increased (grossed up) by the Customer for the respective amount of local VAT and the grossed-up amount will be regarded as a VAT inclusive price. Local VAT amount withheld from the VAT-inclusive price will be remitted to the applicable local tax entity by the Customer and the Customer will ensure that ECOS-M will receives payment for its services for the net amount as would otherwise be due (the VAT-inclusive price less the local VAT withheld and remitted to applicable tax authority). If required under applicable law, the Customer will provide ECOS-M with applicable tax identification information that ECOS-M may require to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. The Customer will be liable to pay (or reimburse ECOS-M for) any taxes, interest, penalties or fines arising out of any mis-declaration by the Customer.

3. CUSTOMER OBLIGATIONS.

3.1. ALGORITHM SELECTION.

The Customer is responsible for the selection of the algorithm and understands and accepts the risks associated with blockchain technologies, cryptographic currencies, and digital asset extraction.

3.2. HASH RATE ALLOCATION.

The Customer is responsible for the allocation of the Customer's hash rate purchased under this Agreement. The Customer acknowledges that ECOS-M is not responsible for the selection or timing of Hash Rate Output to be mined under this Agreement and protocols selected for use in connection with the Services. The Customer shall monitor and allocate hash rate through the Dashboard. The Customer acknowledges that the difficulty of digital assets extraction may vary and will likely increase during the Term of this Agreement and Customer shall monitor, supervise, and determine which digital assets to mine under this Agreement.

3.3. DIGITAL WALLET AND PRIVATE KEYS.

The Customer represents and warrants that the Customer is familiar with and accepts the risks associated with digital wallets and private keys, including the risks described in this Section 3.3. The Customer's digital wallet or vault may require a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with the Customer's digital wallet or vault storing Hash Rate Output will result in loss of such Hash Rate Output, access to the Customer's Hash Rate Output balance and/or any initial balances in blockchains. Moreover, any third-party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service the Customer uses, may be able to misappropriate the Customer's digital assets. ECOS-M is not responsible for any such losses.

3.4. LOG-IN CREDENTIALS.

The Customer represents and warrants that the Customer is responsible for the preservation of confidentiality of the Customer's login credentials. ECOS-M log-in credentials and generated by the Services are for the Customer's internal use only and the Customer is strictly prohibited from selling, transferring, or sublicensing them to any other entity or person.

3.5. BLOCKCHAIN NETWORK RISK.

The Customer represents and warrants that the Customer accepts the risks of blockchain protocol and network, including instability, congestion, high transaction costs, network latency, information security, regulatory risk, and technological and operational error. The Customer understand that these risks may result in delay or failure to process transactions, failure to delivery Hash Rate Output, and high Blockchain Transaction Fees. The Customer represents that Customer understands and agrees that the Company is not responsible for any diminished Services, related features, or capabilities resulting from blockchain network risk. As provided in Section 1.4 (Hash Rate Output), in the event of a material increase or decrease to Blockchain Transaction Fees or operational degradation, congestion, failure or disruption otherwise of the blockchain network used by Customer, the Company may, at its

sole discretion and upon notice to the Customer, increase or decrease the threshold to deliver the Customer's Hash Rate Output.

3.6. BLOCKCHAIN MODIFICATION RISK.

The Customer represents and warrants that the Customer is familiar with and accepts the risks associated with blockchain development and code changes, including the risks described in this Section 3.6. Blockchain technologies are still under development and may undergo significant changes over time. Blockchain developers may make changes to features and specifications of the algorithm selected by the Customer. Such changes may include or result in the elimination for support for and/or the efficient use of chips used by ECOS-M. In addition, blockchain developers may also determiner to modify the cryptographic verification process such that the blockchains can no longer be verified through proof-of-work and instead adopt proof-of-stake methodologies.

3.7. PROOF-OF-WORK REPLACEMENT RISK.

In addition to blockchain modification risk, blockchain developers may also determine to modify the cryptographic verification process such that the blockchains can no longer be verified through proof-of-work and instead adopt proof-of-stake methodologies. Customer accepts and acknowledges that in circumstances where the protocol of a given blockchain used by the Customer has been modified to only use proof-of-stake methodologies, the Customer accepts such risk and shall allocate Customer's hash rate to other available blockchains and output processes that use proof-of-work methodologies using the given algorithm for this Agreement. Certain blockchain algorithms at this time have no alternative blockchain applications that support proof-of-work output and any such switch from proof-of-work to proof-of-stake would result in no applicable use of Customer's hash rate for the residual Term of the Agreement should such a protocol switch occur.

3.8. TRADE COMPLIANCE.

In connection with this Agreement, the Customer agrees that the Customer will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to European Union and U.S. companies, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control and the European Union's Common Foreign and Security Policy ("CFSP") (collectively, "Trade Sanctions Laws"). The Customer represents and warrants that the Customer and Customer's financial institutions, or any party that owns or controls the Customer or the Customer's financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign as Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

3.9. RESIDENCE

Customer is oblidged to fill information about his residence in his Personal Account and agrees to cover all ECOS-M losses for tax violations in case of breaching this clause.

4. TEMPORARY SUSPENSION.

4.1. GENERAL.

ECOS-M may suspend the Customer's right to access or use any portion or all of the Services immediately upon notice to the Customer if: (i) ECOS-M determines the Customer's use of the Services poses a security risk to the Services or any third party, could adversely impact ECOS-M's systems, the Services or any other ECOS-M customer, could subject ECOS-M, its affiliates, or any third party to liability, or could be fraudulent; (ii) the Customer is in breach of this Agreement; (iii) the Customer initiated a chargeback or dispute with respect to any payment or purchase of the Service; or (iv) the Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

4.2. EFFECT OF SUSPENSION.

If ECOS-M suspends the Customer's right to access or use any portion or all of the Services, the Customer may remain responsible for all fees and charges the Customer incurs during the period of suspension; and the Customer will not be entitled to any digital asset extraction results that may have occurred during the period the Customer's use of the Services was temporarily suspended.

5. TERM AND TERMINATION.

The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section.

5.1. AGREEMENT TERM.

The term of this Agreement will commence on the Effective Date and will remain in effect until the earlier of the date set forth in the Agreement Specifications or the date of a Termination for Breach, the conditions of which are set forth in Section 5.2 below.

5.2. TERMINATION FOR BREACH.

Either party may terminate this Agreement for breach if the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice. In addition, in the event that ECOS-M ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days, ECOS-M may terminate the Service. Breach of this Agreement is a basis for a ban of the Customer's account by ECOS-M.

5.3. EFFECT OF TERMINATION.

The Termination Date, all of the Customer's rights under this Agreement immediately terminate and the Customer shall remain responsible for all Service Fees incurred through the termination date provided by ECOS-M.

6. CONFIDENTIAL INFORMATION.

The Customer may not disclose Confidential Information, except to agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The Customer shall ensure that those

persons and entities use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to maintain the confidentiality of such information.

7. PUBLICITY.

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

8. REPRESENTATIONS AND WARRANTIES.

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

9. DISCLAIMER.

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

WHEN USING ANY SERVICES ON THE PLATFORM, THE CUSTOMER UNDERSTANDS AND UNCONDITIONALLY ACCEPTS THAT:

a. ECOS-M has unconditional right to modify and cancel without warning all the transactions and their results if the Client does not comply with the terms of the Agreement or that are happened due to the Client's fraudulent activities or abuse of rights or Third party's or ECOS-M's system failures or other events that led to ECOS-M' or the Client's unjust enrichment or income.

b. The Customer would abide by relevant laws and regulations to ensure that the sources of any digital information on the Platform that can be valued are legitimate and compliant when using the Platform.

c. When the Customer uses any services on the Platform, he (she) fully recognizes the risks of investing or performing any transactions with using the Platform and operates cautiously.

d. The Customer agrees that all investment operations conducted on the Platform represent the Customer's true investment intentions and that he (she) unconditionally accepts the potential risks and benefits of investment decisions and actions performed on the Platform.

e. ECOS-M reserves the right to suspend or terminate the Platform at any time.

f. Due to network delay, computer system failures and other uncontrolled and unintended by ECOS-M or Third party's events, which may led to delay, suspension, termination or deviation of execution of services that are performed on the Platform, ECOS-M will use reasonable effort to ensure but not promise that the Platform execution system runs stably and effectively. The Customer agrees that ECOS-M does not take any responsibility if the final execution fails to match the Customer's expectations due to the factors mentioned above.

10. LIMITATION OF LIABILITY.

10.1. LIMITATION OF INDIRECT LIABILITY.

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

10.2. LIMITATION OF AMOUNT OF LIABILITY.

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

11. INDEMNIFICATION.

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

12. CREDIT CARD SERVICE PROVIDER TERMS.

ECOS-M uses third-party services and such third party's affiliates services to enable the Customer to provide the Initial Service Fee and perform transfer of payments within the ECOS-M website of by making use of the Customers existing credit card (as and if available

and applicable) (the "Credit Card Services" and the "Credit Card Service Provider"). The following provisions under this Section 12 only apply to the extent the Services are paid by credit card.

12.1. INFORMATION SHARING.

ECOS-M may share and transfer (including cross border transfer) personal information with the Credit Card Service Provider for the purpose of rendering the Credit Card Services which will be made to Service Providers website via the use of the Customers credit card. The personal information will be shared with the Credit Card Service Provider after the Customer elects to execute such monetary payments by using the Credit Card Services of the Credit Card Service Provider. For the purpose of this Section 12, personal information shall include information that identifies or may identify the Customer including the information submitted by the Customer through the registration form when you subscribe to the website such as the Customer's email address, country and city and/or information provided through social websites or any other identifying information provided by the Customer while using the Services of the Service Providers website. In addition, ECOS-M may transfer any non-personal information provided by the Customer through the Customers use of the Services on the Service Providers website to the Credit Card Service Provider in order to allow the Credit Card Service Provider to perform preliminary examinations of non-personal information for the purpose of determining if the Customer is qualified to use the Credit Card Services of such Credit Card Service Provider (including the history of the Customer's transactions on the website which will be provided without any identifying information and solely for the purpose examinations of the Credit Card Service Provider

12.2. PROVISION OF PERSONAL DATA.

By accepting these terms, the Customer represents that any and all information the Customer provides to ECOS-M and Credit Card Service Provider is true and accurate. The Customer is not obligated by law to provide the Service Provider and/or the Credit Card Service Provider with any personal information. The Customer hereby acknowledges and agrees that the Customer is providing ECOS-M and/or the Credit Card Service Provider with personal information at the Customer's own free will and for purposes of obtaining the Services.

12.3. CREDIT CARD USE – RESTRICTION OF HASH RATE OUTPUT.

In the event that the Customer enters into the Agreement within 30 days of the commencement of the Services, the Customer agrees that the Customer shall be temporarily restricted from withdrawing any amounts of cryptocurrencies from the Hash Rate Output for a period of 30 days of making a payment. This restriction is in place to ensure that no chargebacks occur after the Customer has received their Hash Rate Output.

12.4. CHARGEBACK DISPUTES.

In the event that the Customer initiates a chargeback dispute with respect to the Upfront Fees, the Services shall be suspended and the Customer shall not receive any cryptocurrencies from the Hash Rate Output during and resulting from the period the chargeback dispute, regardless of the outcome and disposition of the chargeback dispute.

13. MISCELLANEOUS.

13.1. ASSIGNMENT.

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

13.2. CHANGE OF CONTROL.

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

13.3. DISPUTES.

Any dispute, controversy, difference or claim arising out of or relating to this Agreement or relating in any way to the Customer's use of the Service, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to the Agreement shall be referred to and finally resolved in the courts of Republic or Armenia. If for any reason a claim proceeds in court rather than in arbitration, ECOS-M and the Customer waive any right to a jury trial. Notwithstanding the foregoing ECOS-M and the Customer agree that ECOS-M may bring suit in court to enjoin infringement or other misuse of ECOS-M's intellectual property rights. The law of this arbitration clause shall be Republic of Armenia law.

13.4. ENTIRE AGREEMENT.

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

13.5. FORCE MAJEURE.

ECOS-M and its affiliates will not be liable for any failure or delay in performance of obligation under this Agreement where the failures or delay results from any cause beyond

our reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war. Force Majeure events include, but are not limited to, upgrades to the validation rules of a given blockchain (e.g., a "hard fork" or "soft fork"). ECOS-M protects safety of the Customer by reserving a right to buy-back digital assets in case of the situation, when authorities of the Customer's State of residence prohibit using of cryptocurrencies, mining or blockchain technology. ECOS-M creates extra guarantees for the Customer by reserving a right to buy-back digital assets in case of any situation, including even force majeure situations defined above.

13.6. GOVERNING LAW AND VENUE

All claims arising out of or relating to this Agreement or the Services will be governed by the laws of the Republic of Armenia, excluding the Country's conflicts of laws rules, and will be litigated exclusively in the courts of the Republic of Armenia. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.

13.7. LANGUAGE.

All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

13.8. NO AGENCY.

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

13.9. NOTICES TO CUSTOMER.

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

13.10. NOTICES TO ECOS-M.

To give us notice under this Agreement, the Customer must contact ECOS-M by facsimile transmission or personal delivery, overnight courier or registered or certified mail to the mailing address listed for the applicable ECOS-M entity on the ECOS-M website. We may update the address for notices to us by posting a notice on the ECOS-M website. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective five business days after they are sent.

13.11. LEGAL PROVISIONS.

Buying a mining contract should not be contrary to the laws of the country in which the buyer is a resident. The buyer pays independently all tax payments stipulated by the legislation of the country of the buyer. The buyer is responsible for all tax deductions.

Pricing explanation

The cost of mining contracts is adjusted depending on various factors, such as the exchange rate of cryptocurrency, the complexity of the network and the price for electricity (for the last 3 months). The contract price is fixed at the time of purchase and remains unchanged with subsequent price changes on the site. ECOS-M does not compensate the buyer for the difference in the price of the contract after adjusting the value of the contracts.

Explanation of computational power fluctuations

Variations in computing power may be unavoidable due to network instability, mining equipment performance, and mining pool luck. ECOS-M cannot guarantee 100% stability of mining.

Uncontrolled Risk Explanation

ECOS-M is not responsible for failure to fulfill its obligations under the mining contract in the event of force majeure circumstances (the list is not limited to the following paragraphs): natural disasters such as floods, volcanic eruptions, earthquakes, landslides, fires, storms and weather conditions, government actions and government directives; power outages; wars, strikes, riots, etc.

13.12. SEVERABILITY.

If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect. ECOS-M CLOUD SERVICES TERMS OF SERVICE SPECIFICATIONS Effective: 10.09.2018 This ECOS-M Cloud Services Terms of Service Specifications document (the "Agreement Specifications") includes the specifications for price, computational power/hash rate, term, and other pricing factors for the Customers agreement with ECOS-M governed by the ECOS-M Cloud Services Terms of Service (the "Agreement"). All capitalized terms shall have the meaning of the Agreement in effect as of the Effective Date of these Agreement Specifications. The below contract specifications apply to: (i) Section 1.1 (Algorithm), (ii) Section 1.2 (Computational Power and Hash Rate), Section 2.1 (Upfront Fees), (iii) Section 2.2 (Maintenance Fees), and (iv) Section 5.1 (Contract Term) of the Agreement. By clicking to agree to Agreement Specifications, the Customer accepts and agrees to all terms and conditions of the Agreement and the Agreement Specifications as well as receiving informative, promotional and news email notifications.

14. PROMOTION.

14.1. PERSONAL DATA USE.

The Customer gives Ecos-M an unconditional consent for using Customer's email and cell phone for making calls, sending emails and messages to Customer with promotional purposes, offers, getting Customer's feed-back on satisfaction by the Services.