

Service Agreement

These Service Agreement (“Terms”) set forth the legally binding terms for you (“User”, “you”, and “your”) in the event you engage Sazmining for Bitcoin Mining as a Service (defined below) as part of our sustainable Bitcoin mining platform. By accessing or using Bitcoin Mining as a Service, you are accepting these Terms and you represent and warrant that you have the right, authority, and capacity to enter into these Terms. If you do not agree with all of the provisions of these Terms, do not access and/or use Bitcoin Mining as a Service.

You acknowledge and agree that the General Terms of Use as set forth on <https://sazmining.com> are incorporated into this Service Agreement. Regarding your use of Bitcoin Mining as a Service, in the event of any conflict between the Service Agreement and the General Terms of Use, the Service Agreement shall prevail and control to the extent of the conflict.

You may not access or use Bitcoin Mining as a Service or accept the Terms unless you are (i) at least the age of majority in your state or province of residence, or (ii) the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this Web App (defined below). If you are not of the age of majority in your state or province of residence, you may not use Bitcoin Mining as a Service without the consent of your parent, guardian, caretaker or other individual able to provide consent to your use of Bitcoin Mining as a Service. If you are under the age of 16, you may not use Bitcoin Mining as a Service.

1. **Relevant Terms for [Paraguay] Data Center.** For the purposes of these Terms, the following shall specifically apply to the [Paraguay] Data Center:
 - 1.1. **Service Plan.** The cost of power, maintenance, and repair services charged to Sazmining at the Data Center is [\$0.059] per kilowatt hour. Pursuant to Section 4.1 of these Terms, Sazmining will pass this cost directly to you at the same rate.
 - 1.2. **Maintenance Fee.** [The Maintenance Fee for the Data Center is included as part of the Service Plan and is not charged as a separate fee].
 - 1.3. **Management Fee.** The Management Fee described in Section 4.3 is [15%] of Block Rewards earned by your Customer Equipment.
 - 1.4. **Insurance.** [Customer Equipment located at the Data Center is insured against loss or damage to cover the repair or replacement cost of Customer Equipment in the event of loss or damage at the Data Center. This cost of insurance is included as part of the Service Plan and is not charged as a separate fee. You expressly acknowledge and agree that this insurance coverage does not cover any loss or damage to Customer Equipment that occurs outside of the Data Center and User is advised to obtain insurance at User’s sole expense covering its Customer

Equipment against any loss or damage that occurs outside of the Data Center to the extent User deems necessary.]

- 1.5. **Mining Rig Performance.** Mining Rig Performance described in Section 3.8 is 90% annually guaranteed.
- 1.6. **Term.** The minimum term is one (1) year from the date User's first Mining Rig is energized at the Data Center and will automatically renew for successive [one (1) year] terms unless Sazmining or User provide a notice of termination to the other party sixty (60) days prior to the expiration of the current term.
2. **Definitions.** For the purposes of these Terms, the following terms shall have the following meanings:
 - 2.1. **"Mining Rig"** means application specific integrated circuit, or mining computer.
 - 2.2. **"Bitcoin Mining as a Service"** shall have the meaning set forth in Section 3.1.
 - 2.3. **"Block Rewards"** means the reward, including the mining subsidy and transaction fee, that miners receive for successfully mining a Bitcoin block.
 - 2.4. **"Chargebacks"** shall have the meaning set forth in Section 4.7.
 - 2.5. **"Claims"** shall have the meaning set forth in Section 10.4.
 - 2.6. **"Customer Equipment"** means User's Mining Rigs which are owned by you, whether acquired directly by User or purchased by Sazmining on behalf of User, and located at the Data Center.
 - 2.7. **"Defend"** shall have the meaning set forth in Section 10.4.
 - 2.8. **"Early Termination Fee"** shall have the meaning set forth in Section 7.2.
 - 2.9. **"Data Center"** means Sazmining's Bitcoin mining data center or data centers, including the electricity infrastructure equipment and other equipment deemed reasonably necessary to conduct mining operations by Sazmining.
 - 2.10. **"Mining Rig Performance"** shall have the meaning set forth in Section 3.8.
 - 2.11. **"Force Majeure"** means forces beyond the reasonable control of the Parties hereto and without their fault or negligence, and which shall operate to toll the term of these Terms, including, without limitation, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, terrorism, acts of God, fires, explosions, embargos, industry wide shortages, labor disputes, piracy, local, state or federal governmental acts, changes of law or regulations, regulatory action or enforcement, commencement of litigation

adverse to Sazmining regarding Bitcoin Mining as a Service, delays or conflicts with shippers, or malfunctions of utilities, communications or computer software and hardware. Force Majeure shall also include, circumstances where there is a substantial decline in the price of the cryptocurrency market or a large increase in the total network calculation force, such that the dollar revenue of mining is less than the Service Plan, or a large number of non-affiliated miners collectively choose to stop mining operations; provided, however, that the circumstances described in this definition shall not qualify as force majeure for more than ninety (90) days per calendar year.

- 2.12. “**Hacking**” shall have the meaning set forth in Section 9.1.
- 2.13. “**Hashrate**” means the total computational power of the Mining Rigs processing transactions on the Bitcoin network.
- 2.14. “**Maintenance**” means actions undertaken to maintain the Data Center and all Customer Equipment located therein.
- 2.15. “**Maintenance Fee**” shall have the meaning set forth in Section 4.2.
- 2.16. “**Management Fee**” means percentage of the Block Rewards earned by Customer Equipment set forth in Section 1.3 to be paid via the Mining Pool to Sazmining for provision of Bitcoin Mining as a Service.
- 2.17. “**Mining Pool**” means a service that allows miners to work together on creating blocks and split the profits based on the amount of Hashrate contributed by each miner, providing miners with a reliable income rather than a small chance of a larger mining reward.
- 2.18. “**Sazmining Parties**” shall have the meaning set forth in Section 8.1.
- 2.19. “**Service Plan**” means the cost of power and hosting services charged to Sazmining at the Data Center and passed directly to you.
- 2.20. “**Viruses**” means any malicious data, code, program, or other internal component (e.g., computer worm, computer time bomb or similar component), which could damage, destroy, alter, or disrupt any computer program, firmware, or hardware, or which could, in any manner, reveal, damage, destroy, alter, or disrupt any data or other information accessed through or processed by Bitcoin Mining as a Service or Customer Equipment.
- 2.21. “**Web App**” means the application available to Users at www.sazmining.com.

3. **Bitcoin Mining as a Service.**

- 3.1. **Bitcoin Mining as a Service.** Sazmining shall provide the following list of services at the Data Center, in accordance with these Terms (“**Bitcoin Mining as a Service**”). Notwithstanding anything to the contrary in these Terms, Bitcoin Mining as a Service provided by Sazmining shall be in accordance with Sazmining’s usual procedures which shall be customary and reasonable.
- a. Securing the real property and access rights thereto, electricity, water, and other rights and services necessary for conducting mining operations.
 - b. Accepting delivery and implementation of Customer Equipment which is owned by you, whether acquired directly by you or purchased by Sazmining on your behalf, and located at the Data Center; however, You shall be solely responsible for determining whether Customer Equipment is fit and suitable for its particular purposes.
 - c. Day-to-day management, Maintenance, security, and support of technical equipment and IT systems for Customer Equipment at the Data Center. Unless otherwise set forth herein, you shall not direct, manage or prescribe any particular method by which Sazmining provides Bitcoin Mining as a Service. Sazmining reserves the right to provide Bitcoin Mining as a Service directly or through qualified third parties. You acknowledge and agree that Sazmining may subcontract the provision of Bitcoin Mining as a Service to third-party providers and subcontractors.
- 3.2. **Exclusivity.** You acknowledge and agree that Sazmining shall be the exclusive provider of Bitcoin Mining as a Service to you at the Data Center. You acknowledge that your right to use the Data Center is not a grant of any real property interest in the Data Center.
- 3.3. **Location.** Sazmining shall locate Customer Equipment within the Data Center at its sole discretion.
- 3.4. **Installation, Maintenance, and Testing.** Sazmining shall perform all testing, Maintenance, and installation of Customer Equipment at the Data Center which Sazmining deems necessary or desirable to conduct mining operations. Sazmining reserves the right, in its sole discretion, to reject Customer Equipment that exceeds certain electricity consumption levels or for any other operational reasons as determined by Sazmining.
- 3.5. **Maintenance.** Sazmining shall perform such Maintenance at the Data Center which Sazmining deems necessary or desirable. You acknowledge and agree that performance of Maintenance by Sazmining may cause Customer Equipment to be temporarily inaccessible and/or inoperable. Sazmining shall use commercially reasonable efforts to conduct Maintenance in a manner so as to avoid or minimize disruption to the operations of Customer Equipment.

- 3.6. **Repair.** Subject to Section 4.2, Sazmining shall perform repair of any Customer Equipment located at the Data Center which Sazmining deems necessary or desirable, or which you reasonably request.
- 3.7. **Service Interruptions.** Sazmining shall have no responsibility or liability for power failures or interruptions due to any cause. In the event of output interruptions or reductions, mining operations shall be stopped, or curtailed to the level that can be sustained with the power that is available. You accept that Bitcoin Mining as a Service is not uninterrupted, error-free, or on a completely secure basis. Sazmining shall have no liability to you for any such failure in the event that Sazmining fails to provide Bitcoin Mining as a Service caused in its reasonable judgment as a result of:
- a. Data Center Maintenance;
 - b. Any action or inaction by you, including any activity under your control or within the obligations undertaken by you;
 - c. Mining Rig Maintenance and/or repairs;
 - d. Force Majeure; or
 - e. (i) complying with the laws, regulations, rules or orders of any applicable court, or governmental or regulatory authority; (ii) commencement of litigation by a third party; or (iii) the advice of counsel to prevent litigation or to comply with the laws, regulations, rules or orders of any applicable court, or governmental or regulatory authority.
- 3.8. **Mining Rig Performance.** Subject to Section 3.7.b through 3.7.e, after Customer Equipment has been deployed for the User, Sazmining will use commercially reasonable efforts to provide the minimum percentage of nameplate hashrate on an annual basis as set forth in Section 1.5. (“**Mining Rig Performance**”). Mining Rig Performance is subject to the service interruptions set forth in Section 3.7.b through 3.7.e, which in the event of occurrence, the time of said interruption will not be used in the calculation of Mining Rig Performance. In the event Sazmining does not provide Mining Rig Performance as set forth in Section 1.5, User will receive a credit as set forth in Section 4.10.

4. **Invoice, Rates and Payment Terms.**

- 4.1. **Service Plan Payments.** You agree that, in addition to any other applicable charges, subscriptions and/or fees, you will pay a monthly payment (“**Monthly Service Fee**”) to be applied towards your Service Plan for the Customer Equipment. At the end of each monthly billing cycle: (a) if your Monthly Service Fee for the previous month did not meet your actual energy usage in that monthly billing cycle, any remaining amount due will appear as a debit on the following

month's billing statement; or (b) if your Monthly Service Fee exceeds your actual energy usage in that monthly billing cycle, any overpayments, will appear as a credit on the following month's billing statement.

- 4.2. **Payments for Maintenance and Repairs.** You agree that unless specified as a separate monthly fee ("***Maintenance Fee***"), maintenance is included in the Service Plan. Maintenance includes, and is limited to, the following routine maintenance of Customer Equipment: cleaning, power cycling, and replacement as needed of fans, power supply units, control boards, and hash boards. All additional costs of repair and maintenance will be at the sole expense of User. If you request Sazmining to perform any additional maintenance and/or repair services, the cost chargeable to you shall be \$75 per hour. Sazmining reserves the right to pass excess maintenance costs to the User should cumulative replacement expenses exceed \$150 per year.
- 4.3. **Management Fee.** You agree that in addition to any other applicable charges, subscriptions and/or fees, you will pay, via the Mining Pool, a Management Fee to Sazmining equivalent to the percentage set forth in Section 1.3 of the Block Rewards earned by Customer Equipment.
- 4.4. **Payment Information; Taxes.** All information that you provide in connection with a purchase or transaction must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction at the prices in effect when such charges are incurred. You will pay any applicable taxes, fees, duties, governmental assessments, impositions and levies that may be imposed or levied, if any, relating to any such purchases or transactions and/or Bitcoin Mining as a Service hereunder under applicable law.
- 4.5. **Late Payment and Non-Payment.** In the event you fail to timely pay Sazmining for amounts owed under these Terms within two (2) days following the payment due date shown on a billing statement, you will be charged a late fee equal to 5% of the overdue amount. Sazmining may elect to have your Block Rewards redirected to Sazmining's wallet until you have made payment of the entire overdue amount owed under these Terms. Upon receipt of your payment by Sazmining of the entire overdue amount owed under these Terms, including the late fee, Sazmining will, within a reasonable time, resume sending all future transaction and/or block rewards to your wallet. User will be responsible for all transaction fees associated with redirecting Block Rewards associated with this Late Payment and Non-Payment Section of these Terms.
 - a. In the event amounts owed under these Terms remain unpaid after ninety (90) days following the payment due date, without limiting other available remedies, User is deemed to be in default under these Terms and forfeits all Customer Equipment and any other User property to Sazmining and

Sazmining will be considered the owner of all User property upon User's default under these Terms.

- b. User deems this method of ensuring timely payment as a reasonable remedy, in addition to the other remedies set forth herein. User acknowledges that Sazmining's reliance on the availability of this remedy serves as a basis for the formation of an agreement upon these Terms.

- 4.6. **Payment Currency.** Payment of all amounts due under these Terms may be made in either USD, USDT or BTC. Except for payments made in USD, Sazmining reserves the right to reject any payment, or require additional payment based on the conversion rate of such payment to USD. Sazmining accepts payments in USD via credit card, wire transfer or ACH transfer.
- 4.7. **Chargebacks.** If you have a dispute concerning any payment transaction, please contact us at support@sazmining.com. If, at any time, you contact your bank or credit card company to reject the charge of any fees due under these Terms ("**Chargeback**"), this act will be considered a breach of your payment obligations, and we reserve the right to automatically terminate your use of Bitcoin Mining as a Service. We reserve the right to dispute any Chargeback and take all reasonable action to authorize the transaction. In the event of a Chargeback, your Sazmining Account may be terminated and any files, data, or content contained in your Account may be subject to cancellation. We will not be liable for any loss of files, data or content as a result of a Chargeback, and User waives and releases Sazmining from any claims or damages related thereto. Without limiting other available remedies, you must pay Sazmining upon demand for amounts owed under these Terms, plus interest on the outstanding amount at the lesser of one percent (1%) per month or the maximum interest allowed by applicable law, plus attorneys' fees and other costs of collection to the extent permitted by applicable law.
- 4.8. **Cancellation.** You may cancel your Bitcoin Mining as a Service at any time by following the instructions in your Account. All User cancellations are subject to the Term and Termination Section and Customer Equipment after Termination Section of these Terms. If you cancel any Bitcoin Mining as a Service that was a part of any automatic recurring subscription, that Bitcoin Mining as a Service will terminate at the end of your current billing cycle. If you wish to cancel any Bitcoin Mining as a Service before you are automatically charged for the next billing cycle, we recommend you take the steps necessary to cancel such Bitcoin Mining as a Service no later than five (5) days before the end of the current billing cycle to allow enough time for the cancellation to process.
- 4.9. **Deposit.** In the event you locate more than twenty (20) Mining Rigs at the Data Center, prior to Sazmining energizing Customer Equipment at the Data Center, you shall pay Sazmining a deposit equal to three (3) months of your estimated Monthly Service Fees which shall be utilized for the first and last two months of

Bitcoin Mining as a Service under these Terms. So long as you are not in breach related to any payments due to Sazmining under these Terms and all amounts owed to Sazmining hereunder have been paid in full, any remaining amounts of the deposit shall be returned to you within thirty (30) days following the end of the Term.

- 4.10. **Credits.** In the event Sazmining does not provide the Mining Rig Performance as set forth in Section 1.5, User will receive a credit on the monthly billing statement following the final calculation of Mining Rig Performance on the annual basis. The credit will be calculated as follows: [hours of deficiency in Mining Rig Performance] x [Mining Rig kW power consumption] x [rate per kWh set forth in Section 1.1].

5. **Customer Equipment and Sazmining Equipment.**

- 5.1. **User Property.** Customer Equipment purchased by User on the Web App is the exclusive property of User, subject to these Terms, and Sazmining will provide you serial numbers associated with the Mining Rig (s) after purchase. You agree that by use of Bitcoin Mining as a Service you relinquish control of your Customer Equipment and other User property used as part of Bitcoin Mining as a Service to Sazmining, and expressly authorize Sazmining to locate, relocate, transport and repair your property at its sole discretion and at User's sole expense. In no event shall Sazmining be liable for any of your lost revenue or profits, or any expenses incurred by you. User expressly acknowledges and agrees that Sazmining shall retain, and User hereby grants to Sazmining, a security interest in all User property in order to secure User's obligations under these Terms.
- 5.2. **Title to Other Equipment.** All materials, equipment, software, hardware and facilities owned by Sazmining and used in connection with the performance of Bitcoin Mining as a Service by Sazmining at the Data Center shall remain the exclusive property of Sazmining and no right, title, license or equitable claim for its use shall arise to or be asserted by you. All materials, equipment, software, hardware and facilities owned by you and utilized by Sazmining in connection with the performance of Bitcoin Mining as a Service by Sazmining at the Data Center shall remain your exclusive property and no right, title, license or equitable claim for its use shall arise to or be asserted by Sazmining except as otherwise set forth in these Terms.
- 5.3. **Transfer.** You expressly acknowledge and agree that in the event of any transfer by operation of law, whether voluntary or involuntary, including but not limited to User death, bankruptcy or divorce, Customer Equipment or any other User property will remain subject to these Terms in the event of any such transfer or disposition of Customer Equipment or any other User property.
- 5.4. **Mining Pool.** You agree to select either the Luxor Mining Pool or the OCEAN Mining Pool through the User Dashboard in the Saz WebApp to direct all

Hashrate generated by your Customer Equipment. Until a mining pool is selected, the Hashrate from your Customer Equipment will remain directed to Sazmining's account. If you choose the Luxor Mining Pool, you agree that all User Block Rewards are subject to a 0.7% fee assessed by Luxor. If you choose the OCEAN Mining Pool, you agree that all User Block Rewards are subject to a 1% fee assessed by OCEAN. The selected mining pool will retain its applicable fee (0.7% for Luxor or 1% for OCEAN) from the Block Rewards earned by your Customer Equipment and simultaneously (a) remit the remaining Block Rewards directly to your wallet in proportion to the Hashrate contributed, less the Management Fee due to Sazmining, and (b) remit the Management Fee directly to Sazmining's wallet. You may change your mining pool selection through the User Dashboard, and such changes will take effect within a reasonable timeframe as determined by Sazmining.

- 5.5. You acknowledge and agree that Sazmining will direct all Hashrate generated by Customer Equipment to the Luxor Mining Pool. You agree that all User Block Rewards are subject to a 0.7% fee assessed by Luxor, which is subject to change by Luxor. You also acknowledge that Luxor controls the timing of payment of Block Rewards earned by Customer Equipment, and such timing and payment is not within Sazmining's control. You also acknowledge that subject to Section 4.3, Luxor will retain its 0.7% fee out of the Block Rewards earned by Customer Equipment and simultaneously (a) remit the remaining Block Rewards directly to User's wallet in proportion to the Hashrate contributed to the Mining Pool by Customer Equipment less the Management Fee due to Sazmining, and (b) remit the Management Fee directly to Sazmining's wallet.
- 5.6. **Overclocking/Underclocking of Customer Equipment.** You acknowledge and agree that in order to maximize Hashrate and power availability, Sazmining may overclock or underclock Customer Equipment which may cause the Customer Equipment's performance to deviate from the standard or factory specifications. In no event will Sazmining overlock Customer Equipment by more than twenty percent (20%).

6. **Representations and Warranties.**

6.1. **Sazmining Representations.** Sazmining represents and warrants to User that:

- a. Bitcoin Mining as a Service will be performed in a professional and workmanlike manner in accordance with the industry standards.
- b. Sazmining and its personnel possess the necessary skills and experience to perform Bitcoin Mining as a Service.
- c. Sazmining will comply with all applicable requirements, laws, rules and regulations in connection with the use of the Data Center, the delivery of

Bitcoin Mining as a Service and the exercise of its rights and the performance of its other obligations.

- d. Sazmining is the owner or authorized user of the Data Center and possesses all necessary rights to grant you the rights and licenses granted herein.
- e. Sazmining will at all times comply with the laws, regulations and rules of any applicable governmental or regulatory authority.

6.2. User Representations. You represent and warrant to Sazmining that:

- a. You will at all times comply with the laws, regulations and rules of any applicable governmental or regulatory authority, including, without limitation, securities laws; Money Service Business regulations under the Financial Crimes Enforcement Network; state money transmission laws; laws, regulations, and rules of relevant tax authorities; applicable regulations and guidance set forth by FinCen; the Bank Secrecy Act of 1970; the USA PATRIOT Act of 2001; AML/CTF provisions as mandated by U.S. federal law and any other rules and regulations regarding AML/CTF; issuances from the Office of Foreign Assets Control; the National Futures Association; the Financial Industry Regulatory Authority; and the Commodity Exchange Act.
- b. You will not use Bitcoin Mining as a Service or Customer Equipment to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights; use Bitcoin Mining as a Service or Customer Equipment to store or transmit Viruses; attempt to gain unauthorized access to any service or its related systems or networks; permit direct or indirect access to or use of any service in a way that circumvents a contractual usage limit; copy a service or any part, feature, function, or user interface thereof except as permitted under these Terms; or use Bitcoin Mining as a Service or Customer Equipment in relation to any act deemed unlawful. You will use commercially reasonable efforts to prevent unauthorized access to or unauthorized use of Bitcoin Mining as a Service or Customer Equipment and shall notify Sazmining promptly of any such unauthorized access or use.
- c. You will have clear title to Customer Equipment, including the legal right to use, operate and locate Customer Equipment in the Data Center.
- d. Your performance of your obligations hereunder and receipt of Block Rewards will not violate any applicable laws or require the consent of any third party.

- e. Neither you nor your affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the transaction effectuated by these Terms, other than obligations that are and will remain the sole responsibility of you and your affiliates.

7. **Term and Termination.**

- 7.1. **Term.** Subject to this Section, these Terms will remain in full force and effect while you use Bitcoin Mining as a Service. You acknowledge and agree to the minimum term of Bitcoin Mining as a Service which will automatically renew for successive terms as set forth in Section 1.7 unless Sazmining or User provide a notice of termination to the other party sixty (60) days prior to the expiration of the current term.
- 7.2. **Termination.** Any early termination of Bitcoin Mining as a Service by User will result in an early termination fee of \$35 per Mining Rig per each month remaining in your current term (the "**Early Termination Fee**"). The Early Termination Fee is subject to Section 4.5 regarding Late Payment and Non-Payment and is in addition to any other applicable charges, subscriptions and/or fees payable by User pursuant to these Terms. In the event of early termination by User, (a) the options set forth in Section 7.4.b. will not be available to you, and (b) you acknowledge and agree to pay a decommissioning fee of \$50.00 per Mining Rig and all associated costs, including but not limited to shipping, insurance, tariffs and taxes, for Sazmining to ship Customer Equipment to you.

Sazmining reserves the right to terminate these Terms for any reason and at any time in our sole discretion. In the event of early termination by Sazmining pursuant to this Section 7.2, so long as you are not in breach related to any payments due to Sazmining under these Terms and all amounts owed to Sazmining hereunder have been paid in full, we will (a) refund all prepayments for any unused charges, subscriptions and/or fees under these Terms and (b) ship Customer Equipment to User at no cost to User.

In the event of early termination by User or Sazmining, we may (a) suspend your rights to use the Web App and/or Bitcoin Mining as a Service (including your Account) or (b) terminate these Terms, at any time for any reason at our sole discretion, including for any use of Bitcoin Mining as a Service in violation of these Terms. Upon termination of these Terms, your Account and right to access and use Bitcoin Mining as a Service will terminate immediately. You understand that any termination of your Account involves deletion of your User Content from our live databases, except as otherwise required by applicable law. We will not have any liability whatsoever to you for any termination of these Terms, including for termination of your Account or deletion of your User Content, and User waives and releases Sazmining from any claims or damages related thereto. Upon termination of these Terms, all of the provisions will terminate except those that by their nature should survive.

7.3. Refunds.

- a. Subject to this Section, Monthly Service Fee payments (and Maintenance Fee payments if applicable) paid on a monthly basis are non-refundable. In the event you paid your Monthly Service Fee payments and/or Maintenance Fee in advance for an entire year, upon termination, Sazmining will refund you that portion of the Monthly Service Fee payments and/or Maintenance Fee which was paid in advance for the months unused by you.
- b. Sazmining in its sole discretion can decide to issue a refund in USD, regardless of whether the user paid in BTC or USDT. If Sazmining issues a refund in BTC, the amount of BTC refunded will equal the refund amount on the date the refund is issued, regardless of the price of BTC when you made the payment being refunded. You acknowledge and agree that because of the volatility in BTC pricing, you may receive a smaller quantity of BTC returned as a refund than the amount of BTC used as payment.

7.4. Customer Equipment after Termination.

- a. In the event your use of Bitcoin Mining as a Service is terminated early by User or Sazmining pursuant to these Terms during any active one (1) year term, in addition to any other applicable charges, subscriptions and/or fees YOUR CUSTOMER EQUIPMENT MAY BE FORFEITED TO SAZMINING in the event you fail to pay the Early Termination Fee set forth in Section 7.2 within fourteen (14) days of termination. You acknowledge and agree that title to Customer Equipment shall be deemed transferred to Sazmining upon the date of said forfeiture and User is not entitled to any refund for Customer Equipment so forfeited. User acknowledges that Sazmining's Service Plan is offered to User based on User's agreement to utilize Bitcoin Mining as a Service for one (1) year terms; therefore, User agrees that the remedies for early termination set forth herein are reasonable and the availability of the remedies set forth herein serves as a basis for the formation of an agreement upon these Terms.
- b. Subject to Section 7.2 and Section 7.4.a, in the event your use of Bitcoin Mining as a Service is terminated by User or Sazmining pursuant to these Terms, in addition to any other applicable charges, subscriptions and/or fees, the following options are available to you regarding the disposition of Customer Equipment:
 - 1) User may direct Sazmining to dispose of or recycle Customer Equipment upon payment by User of a fee of \$100.00 per Mining Rig.

- 2) User may fully release all ownership interest in and to Customer Equipment to Sazmining.
- 3) User may independently sell its Customer Equipment to a third-party. Under this option, in lieu of the sixty (60) days prior notice requirement as set forth in Section 7.1, User must provide notice to Sazmining ten (10) days prior to the date of sale of its Customer Equipment. Sazmining will transfer ownership of the Customer Equipment to the third-party upon payment by User of a fee of \$100.00 per Mining Rig. Under this option, Customer Equipment and third-party purchaser remain subject to these Terms and any such third-party purchaser shall evidence such acceptance of the Terms by executing an acknowledgment form which shall be provided by Sazmining, including being subject to a minimum term of one (1) year from the effective date of the acknowledgement form.
- 4) User may offer Customer Equipment to Sazmining for purchase by Sazmining. Sazmining's election to purchase Customer Equipment offered by User is at the sole discretion of Sazmining.
- 5) User can direct Sazmining to ship Customer Equipment to User upon payment by User of a fee of \$100.00 per Mining Rig and all associated costs, including but not limited to shipping, insurance, tariffs and taxes.

8. **Release and Disclaimers.**

8.1. **Release.** YOU RELEASE AND FOREVER DISCHARGE THE SAZMINING PARTIES FROM, AND WAIVE AND RELINQUISH, EACH AND EVERY PAST, PRESENT AND FUTURE DISPUTE, CLAIM, CONTROVERSY, DEMAND, RIGHT, OBLIGATION, LIABILITY, ACTION AND CAUSE OF ACTION OF EVERY KIND AND NATURE (INCLUDING PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE), THAT HAS ARISEN OR ARISES DIRECTLY OR INDIRECTLY OUT OF, OR RELATES DIRECTLY OR INDIRECTLY TO, ANY INTERACTIONS WITH, OR ACT OR OMISSION OF THE SAZMINING PARTIES.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

- 8.2. **Disclaimers.** BITCOIN MINING AS A SERVICE IS PROVIDED “AS-IS” AND “AS AVAILABLE” AND WE EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT BITCOIN MINING AS A SERVICE: (a) WILL MEET YOUR REQUIREMENTS; (b) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (c) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE; OR (d) WILL BE TO YOUR SATISFACTION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

9. **Limitations of Liability.**

- 9.1. **Bitcoin Network.** Sazmining does not own the underlying software protocols of the Bitcoin network which govern its operation. Sazmining is not responsible for the operation of the underlying protocols and makes no guarantees regarding their security, functionality, or availability. In no event shall Sazmining be liable to you or any other entity for any decision made or action taken by you in reliance on, or in connection with Bitcoin Mining as a Service. This limitation on liability includes, without limitation, any damage or interruptions caused by any computer viruses, spyware, scamware, trojan horses, worms, or other malware that may affect User’s computers or other equipment, including Customer Equipment, or any phishing, spoofing, domain typo squatting or other attacks (collectively, “*Hacking*”), or Force Majeure. If this disclaimer of liability section is deemed to conflict with any other section of these Terms, this disclaimer of liability section shall prevail and control to the extent of the conflict.
- 9.2. **Information Security.** You understand and agree that use of telecommunications and data communications networks and the Internet may not be secure and that connection to and transmission of data and information over the Internet and such facilities provides the opportunity for unauthorized access to wallets, computer systems, networks, and all data stored therein. Information and data transmitted through the Internet or stored on any equipment through which Internet information is transmitted may not remain confidential, and Sazmining does not make any representation or warranty regarding privacy, security, authenticity, and non-corruption or destruction of any such information. Sazmining does not warrant that Bitcoin Mining as a Service or your use thereof will be uninterrupted, error-free, or secure. Sazmining shall not be responsible for any adverse consequence or loss whatsoever to your use of Bitcoin Mining as a Service or the Internet. Use of any information transmitted or obtained by you from Sazmining

is at your own risk. Sazmining does not control the transmission or flow of data to or from the Internet, including the Bitcoin network. Such transmissions and/or flow depend in part on the performance of telecommunications and/or Internet services provided or controlled by third parties. At times, actions or inactions of such third parties may impair or disrupt your connections to the software programs and systems accessed and/or operated by Customer Equipment to mine for bitcoin. Sazmining does not represent or warrant that such events will not occur, and Sazmining disclaims any and all liability resulting from or related to such acts or omissions. If Sazmining suspects any security violations have occurred related to your account or bitcoin, Sazmining may suspend access to your account and hardware pending resolution. Customer acknowledges and agrees that it is solely responsible for the security of your wallet and private keys.

- 9.3. **Damage to Customer Equipment.** You assume all risk associated with storing and operating Customer Equipment at the Data Center; and Sazmining shall not be responsible for any damage or operational deficiency to Customer Equipment. You agree that Sazmining is not an insurer and Customer Equipment is not covered by any insurance policy held by Sazmining, but may be covered by insurance obtained by a third party as set forth in Section 1.4.
- 9.4. **Legal Processes.** The Sazmining Parties may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, which Sazmining reasonably and in good faith believes to be valid. Sazmining shall immediately notify you of such process by electronic communication unless specifically ordered not to affect such notice. Sazmining may charge you for associated costs, in addition to any legal process fees. You agree to indemnify, defend, and hold Sazmining harmless from all actions, claims, liabilities, losses, costs, attorney's fees, or damages associated with Sazmining's compliance with any process that Sazmining reasonably believes in good faith to be valid.
- 9.5. **Limitation on Liability.** IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, BITCOIN MINING AS A SERVICE, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, BITCOIN MINING AS A SERVICE ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING THEREFROM.

IN NO EVENT WILL SAZMINING'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN

CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNTS YOU HAVE PAID SAZMINING IN THE PRIOR TWELVE (12) MONTHS (IF ANY). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

10. **Indemnity.**

10.1. YOU AGREE TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SAZMINING, ITS OWNERS, PARENT, SUBSIDIARIES, AFFILIATES, JOINT VENTURERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS (OF WHATEVER TIER), AGENTS OR THEIR INVITEES, AND ANY OTHER CUSTOMER OR ENTITY FOR WHOM SAZMINING IS PERFORMING SERVICES (COLLECTIVELY “**SAZMINING PARTIES**”), FROM AND AGAINST ALL CLAIMS OF EVERY KIND AND CHARACTER, REGARDLESS OF FAULT, IN EACH CASE EVEN IF SUCH ARE CONTRIBUTED TO OR CAUSED BY THE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF THE SAZMINING PARTIES, BUT EXCEPT AS MAY RESULT FROM THE SAZMINING PARTIES’ INTENTIONAL HARM, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, RELATING TO OR ARISING PURSUANT TO THESE TERMS OR BITCOIN MINING AS A SERVICE PERFORMED BY SAZMINING PARTIES HEREUNDER.

10.2. Sazmining and User shall notify the other party immediately of any claim, demand, or suit that may be presented to or served upon it by any party arising out of or as a result of work or services performed pursuant to these Terms, affording such other party full opportunity to assume the defense of such claim, demand or suit and to protect itself under the obligations of this Section.

WE RESERVE THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY US AND YOU AGREE TO COOPERATE WITH OUR DEFENSE OF THESE CLAIMS. YOU AGREE NOT TO SETTLE ANY MATTER WITHOUT OUR PRIOR WRITTEN CONSENT. WE WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION OR PROCEEDING UPON BECOMING AWARE OF IT.

10.3. THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE EXPIRATION OF THESE TERMS OR THE TERMINATION OF THESE TERMS BY SAZMINING OR USER FOR ANY OR NO REASON.

10.4. As used in these Terms:

- a. “**Claims**” shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys’ fees, experts’ fees and other costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of these Terms or any work, including, without limitation, property loss, destruction or damage, personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society.
- b. “**Defend**” means the obligation of the indemnitor at the indemnitees’ election (i) to defend the indemnitees at its sole expense or (ii) to reimburse the indemnitees’ reasonable expenses incurred in defending themselves. Notwithstanding the indemnitee’s election of option (i) above, the indemnitee shall be entitled to participate in its defense.

10.5. THIS INDEMNITY SECTION SHALL SURVIVE THE EXPIRATION OF THESE TERMS OR THE TERMINATION OR BREACH OF THESE TERMS BY ANY PARTY FOR ANY OR NO REASON.

11. **Legal Disputes.**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND SAZMINING HAVE AGAINST EACH OTHER ARE RESOLVED.

You and Sazmining agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of these Terms, your use of or access to Bitcoin Mining as a Service, or any products or services sold or purchased through the Web App or Bitcoin Mining as a Service, will be resolved in accordance with the provisions set forth in this Legal Disputes Section.

11.1. **Choice of Law.** These Terms are made under and will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any principles that provide for the application of the law of another jurisdiction.

11.2. **Claim Limitations.** You agree that any cause of action arising out of or related to Bitcoin Mining as a Service must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

- 11.3. **Agreement to Arbitrate.** You and Sazmining each agree that any and all disputes or claims that have arisen or may arise between you and Sazmining relating in any way to or arising out of this or previous versions of these Terms, your use of or access to Bitcoin Mining as a Service, or any products or services sold, offered, or purchased through our Web App or Services will be resolved exclusively through final and binding arbitration, rather than in court. Alternatively, you may assert your claims in small claims court in Bethesda, Maryland, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of these Terms to Arbitrate.

The arbitration will be conducted by JAMS Arbitration under its applicable rules and procedures, as modified by these Terms to Arbitrate. The arbitration will be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes.

Your rights will be determined by a neutral arbitrator and not a judge or jury. You understand that arbitration procedures can be more limited than rules applicable in court. Arbitrator decisions are as enforceable as any court order and are subject to very limited review in court. You and we must abide by the following rules: (a) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (b) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) the arbitrator will honor claims of privilege and privacy recognized at law; (d) the arbitration will be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (e) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (f) each side will pay its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses, and then in such instance, the fees and costs awarded will be determined by the applicable law.

With the exception of subparts (a) and (b) in the paragraph above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subpart (a) or (b) is found to be invalid, unenforceable or illegal,

then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute will be exclusively brought in state or federal court in Bethesda, Maryland.

12. **General.**

- 12.1. **Changes to Terms.** These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by prominently posting notice of the changes on our Web App. Any significant changes to these Terms will be effective thirty (30) days after posting such notice. Continued use of our Web App or Bitcoin Mining as a Service following notice of such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.
- 12.2. **Severability.** No determination by any court, governmental body or otherwise that any provision of these Terms is invalid or unenforceable in any instance shall affect the validity or enforceability of: (i) any other provision hereof; or (ii) that provision in any circumstance not controlled by the determination. Each such provision shall be valid and enforceable to the fullest extent allowed by and shall be construed wherever possible as being consistent with applicable law.
- 12.3. **Waiver.** No waiver by Sazmining of any violation of any provision of these Terms by User will constitute a waiver of any prior, concurrent or subsequent violation of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of Sazmining.
- 12.4. **Further Assurances.** You will do, execute, acknowledge and deliver all further acts, conveyances and instruments as may be reasonably necessary or appropriate to carry out the intent of these Terms and your use of Bitcoin Mining as a Service.
- 12.5. **Notice.** Prior to redirecting Block Rewards or forfeiting Customer Equipment pursuant to these Terms, Sazmining shall deliver written notice to you by electronic mail. Notice is deemed received at, the date and time the recipient's server receives the electronic mail transmission.
- 12.6. **Relationship of Sazmining and User.** You expressly acknowledge and agree that your use of the Web App and Bitcoin Mining as a Service does not create a partnership, joint venture, agency relationship or association with Sazmining, or render Sazmining liable as a partner, co-venturer, principal or fiduciary.
- 12.7. **Copyright/Trademark Information.** Copyright © 2024 Sazmining, Inc. All rights reserved. All trademarks, logos and service marks ("**Marks**") displayed on the Web App are our property or the property of other third parties. You are not

permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.