

## **Terms & Conditions**

### **1. Introduction**

By accessing and using our website (referred to “the website”), you agree to be bound by and abide by the following terms and conditions. Your access to and use of the website is also subject to our Privacy Policy.

These terms and conditions apply to all transactions carried out on this website. Do not use the website or any services if you do not agree with any of these terms and conditions.

When purchasing a cloud mining service through the website the Buyer agrees that he or she is over 18 years of age.

Before executing a transaction on the website, you should review the terms and conditions as they may be updated from time to time. Continued use of this website and services means that you agree to our new terms and conditions.

### **2. Definitions**

Cryptocurrency (bitcoin or over) is a peer-to-peer payment system and digital currency using cryptography to control the creation and transfer of money.

Cloud Mining Contract is a proprietary right to any future coin produced by the Operator's computer systems applying the hash rate agreed between the Buyer and the Operator for the Term.

Term is 1 year from the Purchase Date unless otherwise agreed in writing between the Operator and the Buyer.

Buyer is the purchaser of a Cloud Mining Contract through the website, also referred to as “user” or “you”.

Operator is MIEL HOLDING GROUP LTD operates the website and offers Cloud Mining Contracts.

Operator's computer systems is the software and hardware owned and operated by the Operator to produce coins.

Purchase Date is the date the Buyer submits the request to purchase the Cloud Mining Contract via online form at the website unless otherwise agreed in writing between the Operator and the Buyer.

Transaction is an agreement between the Buyer and the Operator to purchase a Cloud Mining Contract at an agreed rate.

Price means the price for which the Buyer agrees to purchase a Cloud Mining Contract.

Management Fee means 3,9% of the coins produced pursuant to the Cloud Mining Contract, the website reserves the right to vary the Management Fee at any time on 30 days notice by publication on the website.

Transaction Price is the total price comprising the Price and the Management Fee payable to the Operator for a Cloud Mining Contract.

### **3. Purchase of Cloud Mining Contract**

(a) The Buyer agrees to pay to the Operator the Transaction Price;

(b) The Operator agrees to:

i. use its best endeavours to operate the Operator's computer systems applying the hash rate agreed between the Operator and the Buyer to produce coins; and

ii. transfer such coins, after deducting the Management Fee, to the Buyer's designated coin wallet from time to time upon the Buyer's request 90 days after the Purchase Date and upon these terms and conditions ;

(c) the Buyer agrees that the Operator's computer systems are operated at the sole discretion of the Operator;

(d) the Buyer agrees that the Operator's computer systems may be impacted by fault, error, malfunction, virus or other occasions that interrupt, howsoever, the Operator's production of coins including pursuant to the Buyer's Cloud Mining Contract and while the Operator will use its best endeavours to minimise and overcome such interruptions under no circumstances will the

Operator be liable for any loss incurred howsoever as a result, including loss by less coin production and/or fluctuations in actual hash rate application.

#### 4. Process of purchasing a Cloud Mining Contract

The website offers Cloud Mining Contracts. The Buyer accepts the Transaction Price, Price and Management Fee offered by the Operator upon submitting a valid purchase request via the online form at the website. By submitting such a purchase request, online payment will be processed and the Transaction is binding upon you. Please make sure that all your data is correct. If you are paying using coins please note that transactions in a wallet are not reversible. Also, it is your responsibility to ensure that your email communication is safe and protected against third party access.

#### Personal Account

In order to purchase a Cloud Mining contract on the website, the user has to create a personal account with the Operator providing his or her name, email address, phone number, mail address, coin wallet ID and a password. Creating a personal account is free of charge, however you have to acknowledge the terms and conditions. Your email address will serve as your username. The user must ensure that the username and password are kept confidential at all times. In case of misuse or abuse, the Operator reserves the right to disable your personal account. The Operator will record the amount of coins produced pursuant to the Buyer's coin Cloud Mining Contract, less the Management Fee, in the Buyer's personal account from time to time. While the Operator will use its best efforts to ensure such records are accurate and up to date, the Operator makes no guarantee as to the accuracy of any such records and reserves the absolute right at its sole discretion to vary, correct or alter such records and the Buyer has no absolute right to the amount of coins recorded on the Buyer's personal account from time to time.

#### 5. Money Laundering Prevention

The website might ask you to confirm your identity or other personal details before we transfer coins to your wallet. This does not mean in any way that suspicion is falling on you and any information about your identity is held confidentially.

We are required to report the following information to us:

- Transactions with a cash component of USD\$10,000 or more;
- Any transactions or other activities regarded as suspicious.

We have imposed a transaction limit of USD\$10,000 per transaction.

We are also required to keep full records of all transactions and transfers together with identification provided and constantly monitor any unusual or suspicious transactions of any size.

#### 6. User Obligations

The Buyer warrants that he or she will only use the website in accordance with the purpose of the offered service and solely based on the terms and conditions . The Buyer further agrees that he or she has the authority and means to enter a transaction. Furthermore, the Buyer warrants that he or she is the legitimate owner of the monetary sums he or she intends to exchange against a Cloud Mining Contract and that he or she does not infringe the rights of any third party or applicable law.

In addition, the Buyer agrees not to use the website or the Cloud Mining Contract whether directly or indirectly for any kind of illegal activity such as money laundering, terrorism financing or negatively affecting the performance of the website.

It is prohibited to use or copy any of the information or contents of this or affiliated websites. It is prohibited to send spam or distribute any other material through the website.

It is prohibited to distribute any illegal material through the website or use the website in any other way than intended by the Operators.

The user must not collect any data from this website or its users without prior written permission by the Operator. Users must not use anonymous networks to access our website.

## 7. Security

We closely observe any activities that might relate to money laundering or illegal activities. The Operator reserves the right to share users' information with third parties to ensure intended operations of the website and its security.

The website is not liable for any damages incurred as a result of sending emails though the Internet. Emails should only be sent in encrypted format.

The website is not liable for any illegal actions of the third party.

The website is not liable for any governments actions.

## 8. Intellectual Property and Linking

The Operator and the licensors own all intellectual property rights on this website.

The website has not reviewed all of the sites linked to the website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by our company of the site. Use of any such linked web site is at the user's own risk.

## 9. Services

By purchasing a Cloud Mining Contract on our website you acknowledge and agree that:

- Cryptocurrency's are not recognised as legal tender and that Bitcoins are not regulated by any central institution and may be subject to extreme price volatility;
- you understand the risks involved with digital currencies including Bitcoin;
- you are responsible for protecting your coins, wallet, computer, software bank account, address and personal data against any theft, fraud or illegal activity;
- we do not accept any responsibility for any loss or damage suffered by you or any of your authorised agents or representatives, in connection with a Cloud Mining Contract, whether directly or indirectly, and including where you provide us with any false information;
- all concluded Transactions are irreversible;
- we are not responsible for transfers made to any incorrect wallet IDs and you and your agents agree to release us from all loss or damage suffered in connection with such transfers whether directly or indirectly;
- you have obtained independent legal and financial advice about the risks associated with buying coins, or you knowingly and voluntarily elected not to do so;
- we have the right to refuse any order for any reason, which is at our absolute discretion and you hereby agree to release and indemnify us in the exercise of that discretion.

The Buyer further acknowledges that trading currency including Bitcoins involves risk, especially through price fluctuation. As cryptocurrency's are not regulated and backed by any central bank, there is a chance of total loss. We cannot be held liable for any consequences of the unforeseen risks.

## 10. Liability

The website does not offer any legal, financial, insurance, tax, investment or associated advice. All transactions made are the sole responsibility of the Buyer considering his or her personal circumstances. We do not recommend anything available on the website.

The website is not responsible for any loss suffered by the user. Information such as spot prices, buy and sell prices, and the rate of production per hash per second, whether on the website or at other, non affiliated platforms are for information only and is not investment advice in any form and should not be construed as such.

The service on our website is only offered to facilitate mining for use in international trade which is not regulated.

We make no guarantees, warranties or representations whatsoever as to:

- (a) the future value of any coins produced; nor
- (b) the rate at which coins will be produced in the future applying particular hash rates, pursuant to any Cloud Mining Contract purchased by you.

Furthermore, we cannot be held liable for any malfunction, breakdown, delay or interruption to the Internet connection, or if for any reason our website is unavailable at any time or for any

period. We also cannot be held liable for any incorrect information from third parties displayed on our website.

In the case of fraud, we will report all necessary information, including names, addresses and all other requested information, to the relevant authorities dealing with fraud and breaches of the law.

#### 11. Force Majeur

The Operator shall not be liable for any delay or failure to perform its obligations if such failure or delay is due to Force Majeure. Force Majeure includes delay or failure resulting from any cause beyond reasonable control, including act of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, blockages, embargoes, riots or orders of government, acts of terrorism, or war.

#### 12. Disclaimer

The materials on our website are provided "as is". The website makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, we do not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on our website or otherwise relating to such materials or on any sites linked to this website. The materials appearing on the website could include technical, typographical, or photographic errors. We may make changes to the materials contained on its web site at any time without notice. We do not, however, make any commitment to update the materials.

#### 13. Termination or suspension

These terms may be terminated by either party without reason at any point of time but with prior notice. However, we may immediately terminate this agreement if the user breaches any of the clauses mentioned in our terms and conditions. In addition we reserve the right to take legal action against the user and suspend access to the website and our services. Therefore, we may block computers using user's IP address from accessing our website. In addition we may contact your Internet service provider and do such measures to block you from accessing our website and services. In addition, we may perform legal action against you and recover the costs from you. Especially if you try to use the website for illegal activities, violate any of these terms or fail to pay for your transaction or any fraud related to that. We also reserve the right to cancel transactions that are not paid for or not confirmed.

#### 14. Amendment, assignment, and governing law

We can assign our various rights under this agreement to any other person without asking your permission. Your rights are personal and not assignable.

The laws of Switzerland govern these terms and conditions, without regard to its conflict of law provisions.

These terms and conditions and our Privacy Policy are the entire agreement between the parties as to their subject matter and supersede all prior or inconsistent statements or representations as to that subject matter.

#### 15. Contact us

Please contact us if you have questions or are not satisfied with anything.