



BitHarvest

Cloud Booster Mining Service Agreement



BitHarvest Cloud Booster Mining Service Agreement

This BitHarvest Cloud Booster Mining Service Agreement (the “Agreement”) is an agreement between BitHarvest Cloud Booster Mining Platform (“BitHarvest” or “we”) and the user (the “User” or “you”) who uses the cloud booster mining services provided by BitHarvest (the “Service” or “Services”). This Agreement provides for the rights and responsibilities of both BitHarvest and the User. By using the Services provided by BitHarvest, you acknowledge that you agree to all the terms of this Agreement, the BitHarvest Service Agreement and the BitHarvest Privacy Policy. If you do not agree to any term of this Agreement, BitHarvest Service Agreement or the BitHarvest Privacy Policy, please do not use the Services provided by BitHarvest.

I. General Terms

1.1 BITHARVEST RESERVES THE RIGHT TO CHANGE OR MODIFY THE TERMS OF THIS AGREEMENT AT ANY TIME AT ITS SOLE DISCRETION. IT IS YOUR RESPONSIBILITY TO PERIODICALLY REVIEW THIS AGREEMENT FOR THE LATEST CHANGES. Any changes or modifications of this Agreement shall take effect once it is published on the Website (unless the effective time is otherwise prescribed). You agree that by using the Services provided by BitHarvest following any changes to this Agreement, you are agreeing to accept such changes.

1.2 In the event of your objection to any amendments to this Agreement, or if you find BitHarvest's services unsatisfactory, you are obliged to (1) cease using BitHarvest's services immediately; and (2) inform BitHarvest of your desire to terminate the provision of services. You agree that once the Service is terminated, User's right to use the Services provided by BitHarvest is terminated.

II. Risk Factors

2.1 YOU UNDERSTAND AND ACKNOWLEDGE THAT THERE ARE RISKS ASSOCIATED WITH HOLDING, TRADING, INVESTING IN DIGITAL ASSETS AND USE OF DIGITAL ASSET RELATED SERVICES. THE RISKS LISTED IN THIS SECTION 2.1 ARE NOT EXHAUSTIVE. THESE RISKS, AND ADDITIONAL RISKS THAT MAY OCCUR NOW OR IN THE FUTURE, MAY PREVENT YOU FROM OBTAINING ANY GAINS, MAY CAUSE YOU TO SUFFER FINANCIAL LOSSES, AND MAY EVEN TERMINATE THE SERVICES WE PROVIDE:

(1) Use of any digital assets or related product and service carries potential financial, regulatory and other risks. Before using any digital asset or related products and services, you should confirm that you have sufficient knowledge and experience in the features and risks of blockchain technology, digital asset, and smart contracts. Your decision to participate in any digital asset activity and/or use of related services should be based on independent study and/or consultation with professionals as you deem necessary. BitHarvest assumes that when you use the services provided by BitHarvest, you are a professional who understands the digital asset industry and understands the risks of digital asset related products and service. This Agreement and any services provided by BitHarvest should not be deemed as BitHarvest's providing you with investment advices;

(2) The value of any cloud booster mining package (the "Service Package") provided by BitHarvest and the value of any digital asset may be affected by many factors not controlled by BitHarvest, including but not limited to mining difficulty and/or other changes in mining parameters/attributes, market price fluctuations in digital assets, hardware (i.e. mining machines, mining booster) obsolescence and hardware amortization, etc.;

(3) Due to the nature of the digital asset, the value of any digital asset may lose some or all of its value at any time. You are aware of the fact that the value of any digital asset can decrease rapidly (and even decrease to zero). BitHarvest is not responsible for any and all losses caused by the market price fluctuations of any digital asset;

(4) BitHarvest will maintain or upgrade the system periodically. You hereby confirm that you do not expect that your use of the Services provided by BitHarvest is continuous, without any interruption. Unless otherwise expressly prescribed, BitHarvest is not responsible for any and all losses caused by the suspension and interruption due to BitHarvest's maintenance and upgrading of its system;

(5) You understand and agree that BitHarvest reserves the right to post, modify, and/or provide information related to our service through the Website, emails, customer service calls, SMS and other official channels. BitHarvest is not responsible for information obtained through non-official channels of BitHarvest. If you have any question related to the truthfulness of information sent in the name of BitHarvest, please contact us immediately.

(6) The global regulatory regime governing blockchain technologies, digital asset, mining pool, cryptocurrencies, tokens, and cloud hash rate services such as the Service under this Agreement is currently undeveloped and likely to rapidly evolve, varies significantly among international, state and local jurisdictions, and is subject to significant uncertainty, and regulations or policies may materially adversely affect the Service and the value of any digital asset. You understand, acknowledge, and assume such risks.

III. Use of Digital Assets

3.1 You may not mine, purchase, sell, exchange, hold and/or use any type of digital asset in any manner that is prohibited by the laws and regulations applicable to you.

3.2 Before purchasing any Service Packages, you shall evaluate if the Service Package is suitable for your financial capabilities and risk preferences. **BY PURCHASING ANY SERVICE PACKAGE PROVIDED BY BITHARVEST, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND ACCEPT ALL THE RISKS ASSOCIATED WITH MINING, PURCHASING, SELLING, EXCHANGING, HOLDING AND/OR USING DIGITAL ASSETS, INCLUDING BUT NOT LIMITED TO:**

(1) Large price fluctuations: prices of any digital asset, including Bitcoin, may fall sharply, or even fall to zero;

(2) Digital asset transactions may take a while to be confirmed. Although very unlikely, it does exist the situation when some digital asset transactions may never be confirmed and unconfirmed digital asset transactions mean such transactions are not completed;

(3) Digital asset transactions are irreversible: if you send any amount of digital assets to any wrong person or digital asset wallet address, you may not be able to cancel the transaction or recover these funds;

(4) If you lose or forget any password or secondary password required to access and use the digital assets, the digital assets may be lost or unavailable to you;

(5) Blockchain (or digital asset) technology may have unknown inherent technical defects;

(6) Each country may introduce and promulgate new laws, regulations, and policies that affect the use of digital assets.

IV. Package Fees

4.1 The fees for the Service Packages (the “Package Fees”) consist of Cloud Booster Mining Service Fee.

4.2 Cloud Booster Mining Service Fee: the Cloud Booster Mining Service Fee charged by BitHarvest is calculated based on a comprehensive consideration of multiple factors such as the current Bitcoin mining output and the computing power capability attenuation.

4.3 You understand and agree that the Package Fees charged by BitHarvest for a specific Service Package is specified on the webpage of that Service Package. If you do not accept the fees specified on the webpage of that Service Package, you should not place an order with BitHarvest for that Service Package.

4.4 You understand and agree that as the computing power of the whole network will change from time to time, the difficulty of mining will also change accordingly. Therefore, BitHarvest reserves the right to adjust the Cloud Booster Mining Service Fee charged by BitHarvest from time to time, provided that such change(s) shall not affect the Service Packages that have already been sold to you before the change.

4.5 You understand and agree: the price of Cloud Booster Mining Packages is fixed at Tether USDT, and real-time exchange rates listed on 8 digital asset websites (bitfinex, bitstamp, poloniex, kraken, investing, coinmarketcap, coinbase, Huobi) are used to determine a real-time BTC price in BitHarvest. Customers can only choose to make payment by USDT and BTH when placing orders. If the exchange rate malfunctions, BitHarvest reserves the right to use a different digital asset reference exchange rate. BitHarvest reserves the right to manually adjust the USDT, BTC and BTH rates when there is an abnormal fluctuation in the digital asset market.

V. Service Package Mode

5.1 Service Packages of BitBooster

For the Service Packages of BitBooster, during the package duration, You will get all the net booster mining output through a certain earning distribution mechanism.

(1) Mining outputs shall be calculated on a daily basis (UTC+8) and the net booster mining outputs shall be distributed to you, marketers, and BitHarvest in a fixed proportion as set forth in the relevant order page.

(2) The fixed proportion to distribute the net booster mining outputs and exchange rate for settlement shall be specified on the pages of the Service Packages of BitBooster on the BitHarvest website.

VI. Service

6.1 BitHarvest is a platform that allows Users to connect to mining farms. Through the services provided by BitHarvest, a user can activate the cloud booster mining, BitBooster provided by BitHarvest to the mining farm and earn the increased BTC mining rewards. You acknowledge that BitHarvest does not provide mining farm services, and that BitHarvest is merely a platform to connect you with the mining farm.

6.2 When the User connects the cloud booster mining provided by BitHarvest, the mining farm may charge a certain amount of service fee. The service fee is solely the responsibility of BitHarvest and is determined and collected by the mining farm.

6.3 You hereby understand and agree that You shall be solely responsible for making sure that the digital asset wallet address designated by you is suitable for receiving the specific type of digital asset mined/generated. Both BitHarvest and the mining farm that you connect the cloud booster mining to shall not be responsible for any loss that caused by the fact that the digital asset wallet address designated by you is subject to restrictions such as fund receiving maximum limit.

6.4 YOU UNDERSTAND AND AGREE THAT: THE MINING OUTPUTS VARY FROM DAY TO DAY DEPENDING ON THE MINING DIFFICULTY AND THE OPERATION AND MANAGEMENT OF MINING BOOSTER EQUIPMENT, WHILE THE MINING DIFFICULTY IS UNPREDICTABLE AND UNCONTROLLABLE. BITHARVEST WILL NOT MAKE ANY PROMISES ABOUT YOUR FUTURE EARNINGS. ANY FUTURE EARNINGS OR YIELD (OR RATE OF RETURN) DATA MENTIONED ON THE WEBSITE OR BITHARVEST'S CAMPAIGN WEBPAGE ARE ESTIMATES AND ASSUMPTIONS. YOUR ACTUAL INCOME WILL BE AFFECTED BY MANY FACTORS, SUCH AS THE MARKET PRICE OF THE DIGITAL ASSET, THE DIFFICULTY OF THE ENTIRE NETWORK'S COMPUTING POWER, THE BOOST RATE OF MINING BOOSTER.

VII. Order Payment, Cancellation, Change and Refund

7.1 Users can purchase the Service Package(s) using various wallets supported by BitHarvest.

7.2 If the User chooses to pay for the Service Package by Deposit Wallet: the User shall transfer the digital asset to the digital asset wallet address designated by BitHarvest, and the exact payment amount may depend on: the order total in USDT and proportional of BTH.

7.3 The User is solely responsible for the accuracy of the payment, including but not limited to the destination account (digital asset wallet address), transfer amount, and other payment details. Any and all losses caused by or arising from an incorrect payment due to the User's fault or error (such as transferring digital asset to the wrong wallet address) should be solely borne by the User, and BitHarvest shall have the right to refuse to deposit or activate the Service Package for the User until the User makes the correct payment.

VIII. Restrictions and Obligations

8.1 You shall not use the Services provided by BitHarvest to engage in any activities that violate applicable laws and regulations. You shall not use the Services provided by BitHarvest.

- (1) support, incite or participate in any terrorist activities;
- (2) participate in any money laundering activities;
- (3) fabricate or distort facts, spread rumors, and disrupt social order;
- (4) promote or produce obscene, violent and/or terrorist content; or
- (5) participate in any other activities that violate applicable laws and regulations.

8.2 You agree to comply with all applicable laws and regulations, this Agreement and all rules and policies announced by BitHarvest from time to time regarding the use of the Website and the Services provided by BitHarvest.

8.3 You shall be fully liable for the security of your account password (or other security devices). Any application or order submitted through your account is deemed to have been executed and agreed upon by yourself. If your account, password or other information is used fraudulently or illegally due to your negligence, we are not responsible for any risks and losses arising therefrom. If you suspect that your account, password or other information has been fraudulently or illegally used, you shall notify us immediately.

8.4 You agree and represent that the source of your funds used to purchase BitHarvest's products is legal and compliant. You agree that you shall fully assume the relevant tax obligations arising from the use of the Services provided by BitHarvest.

8.5 You agree and represent that you are using the Services provided by BitHarvest only for your own benefit and that you are not using the Services provided by BitHarvest on behalf of others or for the benefit of any third parties.

8.6 You agree to contact BitHarvest immediately if you find or suspect any fraud or misconduct by any third party using the Services provided by BitHarvest.

8.7 You may not use anyone else's account or password at any time without the express permission and consent of the holder of that account or password. BitHarvest cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

8.8 You should not participate in any activities that may affect the Services provided by BitHarvest and/or the security of the Website.

8.9 Intellectual property rights of any content displayed on the Website, including but not limited to articles, pictures, news, materials, website structure, website layout, website design, unless otherwise specified, are entirely owned by BitHarvest or BitHarvest's licensor (if any). The User shall respect the intellectual property rights of BitHarvest and BitHarvest's licensor (if any).

8.10 BitHarvest hereby grants you a limited, non-exclusive, revocable, non-transferable and non-sublicensable license during the term of this Agreement to use the services we provide under this Agreement. BitHarvest or its licensor reserve all rights, titles and interests in and to the Service, including all source code, object code, data, information, and their copyright, trademark, patent, invention and trade secrets, as well as all other rights not expressly granted to you under this Agreement. This Agreement does not constitute a waiver of any BitHarvest's rights under the intellectual property law of Seychelles or any other jurisdiction or any other federal, state or foreign law.

8.11 The User shall neither engage in any activities in the name of BitHarvest nor use the information/data on the Website without prior written authorization from BitHarvest.

8.12 For any data or information that we provide to you during the period in which you use our Product(s), you agree:

- (1) that such data or information is only used for the purpose specified in this Agreement and in compliance with all applicable laws;
- (2) not to transfer, transmit, display or otherwise disclose or make available such data or information to third parties except required by Applicable Laws; and
- (3) not to improve or modify such data or information, nor to use such data or information to make derivatives or use in combination with any other information without BitHarvest's prior written consent.

8.13 You shall not make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally or otherwise, or take any action which may, directly or indirectly, disparage or be damaging to BitHarvest (including any of BitHarvest's subsidiaries, affiliates, officers, directors, employees, partners or stockholders); provided that nothing in this paragraph shall preclude you from making truthful statements or disclosures that are required by applicable law, regulation or legal process.

8.14 YOU HEREBY UNDERSTAND THAT THE SERVICES PROVIDED BY BITHARVEST ARE NOT AVAILABLE TO THE FOLLOWING (EACH, A "RESTRICTED PERSON"): 1) RESIDENTS IN THE FOLLOWING COUNTRIES OR REGIONS: CRIMEA REGION, CUBA, AND NORTH KOREA; 2) ANY ENTITIES OR INDIVIDUALS THAT ARE RESTRICTED UNDER APPLICABLE TRADE SANCTIONS AND EXPORT COMPLIANCE LAWS; OR 3) ANY ENTITIES OR INDIVIDUALS THAT ARE RESTRICTED UNDER BITHARVEST'S COMPLIANCE OBLIGATIONS AND/OR INTERNAL RISK CONTROL POLICIES. AS TO THE USERS WHO USE THE BOOSTER MINING SERVICES PROVIDED BY BITHARVEST, THE RESTRICTED PERSON SHALL ALSO INCLUDE THE RESIDENTS IN GHANA, LESOTHO, AND SIERRA LEONE. THE ABOVE LIST IS NOT EXHAUSTIVE. BEFORE USING THE SERVICES PROVIDED BY BITHARVEST, PLEASE CONFIRM THAT YOU ARE NOT A RESTRICTED PERSON. IN THE EVENT THAT YOU ARE A RESTRICTED PERSON AND YOU USE THE SERVICES PROVIDED BY BITHARVEST, ALL LEGAL RISKS AND LIABILITIES CAUSED BY OR ARISING FROM SUCH USAGE SHALL BE ENTIRELY BORNE BY YOU, AND BITHARVEST SHALL HAVE THE RIGHT TO REFUSE TO PROVIDE SERVICES TO YOU, AND YOU SHALL NOT BE ENTITLED TO ASK BITHARVEST TO PROVIDE ANY REFUND.

IX. Liability for Breach of Agreement

9.1 YOU AGREE THAT BITHARVEST MAY, IN ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE, SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES AND/OR THE WEBSITE AND/OR BLOCK YOUR FUTURE ACCESS TO THE WEBSITE IF BITHARVEST DETERMINES THAT YOU HAVE VIOLATED THIS AGREEMENT OR OTHER AGREEMENTS OR GUIDELINES WHICH MAY BE ASSOCIATED WITH YOUR USE OF THE WEBSITE AND/OR THE SERVICES (THE "BREACH OF THE AGREEMENT"). WITHOUT LIMITING ANY GENERAL LIABILITY AND INDEMNITY PROVISIONS THAT ARE SET OUT IN THIS AGREEMENT, YOU SHALL BE LIABLE FOR ALL LOSSES (AS DEFINED IN CLAUSE 10.7 OF THIS AGREEMENT) OF BITHARVEST CAUSED BY YOUR BREACH OF THE AGREEMENT. WHEN BITHARVEST DETERMINES THAT YOUR BREACH OF THE AGREEMENT HAS OCCURRED, BITHARVEST MAY WITHHOLD FROM AMOUNTS OTHERWISE DUE AND PAYABLE TO YOU ITS LOSSES CAUSED BY YOUR BREACH OF THE AGREEMENT. YOU ALSO AGREE THAT ANY BREACH OF THE AGREEMENT BY YOU WILL CONSTITUTE AN UNLAWFUL AND UNFAIR BUSINESS PRACTICE, AND WILL CAUSE IRREPARABLE HARM TO BITHARVEST, FOR WHICH MONETARY DAMAGES WOULD BE INADEQUATE, AND YOU CONSENT TO BITHARVEST OBTAINING ANY INJUNCTIVE OR EQUITABLE RELIEF THAT BITHARVEST DEEMS NECESSARY OR APPROPRIATE IN SUCH CIRCUMSTANCES. THESE REMEDIES ARE IN ADDITION TO ANY OTHER REMEDIES BITHARVEST MAY HAVE AT LAW OR IN EQUITY. YOU AGREE THAT BITHARVEST WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR SUSPEND OR TERMINATION OF YOUR ACCESS TO THE SERVICES AND/OR THE WEBSITE AS A RESULT OF ANY OF YOUR BREACH OF THE AGREEMENT.

9.2 If BitHarvest reasonably suspects that the User uses the Services provided by BitHarvest in an illegal, fraudulent, or other improper manner, BitHarvest shall have the right to suspend the provision of the Services to the User until the User can provide proof of compliance to BitHarvest's satisfaction.

9.3 You agree that BitHarvest may, in its sole discretion and without prior notice, terminate your access to the Services and/or the Website, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Website or any service offered on or through the Website, or (4) unexpected technical issues or problems.

X. Disclaimers and Limitation of Liability

10.1 BITHARVEST DOES NOT PROMISE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SERVICES WILL PROVIDE SPECIFIC RESULTS. THE SERVICES ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION RELATED TO THE SERVICES PROVIDED ON THE WEBSITE IS SUBJECT TO CHANGE WITHOUT NOTICE. BITHARVEST CANNOT ENSURE THAT ANY SERVICES YOU RECEIVE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. UNLESS OTHERWISE EXPRESSLY PROVIDED IN CLAUSE 10.2 OF THIS AGREEMENT, TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, BITHARVEST DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BITHARVEST DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICES. YOU ASSUME TOTAL RESPONSIBILITY AND RISKS FOR YOUR USE OF THE SERVICES. UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOUR SOLE REMEDY AGAINST BITHARVEST FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. THE ABOVE DISCLAIMER APPLIES TO ANY DAMAGES, LIABILITY OR INJURIES CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION.

10.2 The Service Package(s) provided by BitHarvest corresponds to mining farm. You hereby understand and acknowledge that the fluctuations of mining farms' computing power are inevitable, and BitHarvest does not guarantee the operation of miners corresponding to the Service Package is 100% stable. When the computing power of miners corresponding to the Service Package drops to zero due to uncontrollable factors such as power outages or maintenance of mining farms, BitHarvest will compensate the affected Service Package in 1:1 ratio. Except for the aforementioned circumstance, BitHarvest shall not compensate for any other circumstances where there are fluctuations of performance of the Service Package (including but not limited to (1) price fluctuations, such as digital asset price fluctuations that will cause losses due to the price reduction of digital assets; and (2) the difficulty of computing power of the entire network.

10.3 BitHarvest reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Website, or any portion of the Website, for any reason; (2) to modify or change the Website, or any portion of the Website, and any applicable policies or terms; and (3) to interrupt the operation of the Website, or any portion of the Website, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

10.4 BitHarvest shall not be liable for service suspension or termination occurring by reason of circumstances beyond its control, including but not limited to war (declared or undeclared), terrorist activities, acts of sabotage, blockade, fire, lightning, acts of god, national strikes, riots, insurrections, civil commotions, quarantine restrictions, epidemics, earthquakes, floods, hurricanes, explosions and regulatory and administrative actions or delays. In the event of such force majeure, BitHarvest shall take reasonable steps to minimize interruptions and loss but shall have no liability caused by or incidental to such force majeure.

10.5 The User agrees that any third-party links provided by BitHarvest is for convenience and reference only. BitHarvest's provision of these third-party links does not mean that it confirms these links and the content displayed on these links. Since these third-party links are not controlled by BitHarvest, BitHarvest cannot guarantee that User's access to such links is safe and virus-free. BitHarvest is not responsible for any loss caused by the User's accessing such third-party links and any other third-party links not controlled by BitHarvest.

10.6 The User hereby understands and agrees: unless it is expressly agreed in writing by BitHarvest in advance, under any circumstances BitHarvest shall not be liable for the following events and the User's losses due to the following events:

- (1) loss of trading profits;
- (2) service interruption (such interruption is not caused by BitHarvest's intentional misconduct);
- (3) damage or loss of information/data not caused by BitHarvest 's intentional misconduct;
- (4) implementation or change of laws, regulations and policy factors;
- (5) that the User is restricted under BitHarvest's compliance obligations and/or internal risk control policies based on the information provided by the User (including but not limited to the Personally Identifiable Information, financial information and digital asset wallet address);
- (6) loss caused by the User's fault or violation of this Agreement (including but not limited to providing inaccurate information to BitHarvest, leaking password to third parties, etc.);
- (7) other events not controlled by BitHarvest.

10.7 YOU AGREE AND ACCEPT THAT: WITHOUT DUPLICATION OF ANY OTHER RIGHTS TO RECOVERY OR INDEMNITY SET FORTH IN THIS AGREEMENT, YOU SHALL INDEMNIFY AND DEFEND BITHARVEST, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ADVISORS, AGAINST, AND SHALL HOLD BITHARVEST, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ADVISORS, HARMLESS FROM, ANY LOSS, LIABILITY, CLAIM, ACTION, SUIT, OR EXPENSE (COLLECTIVELY, “LOSSES”, INCLUDING REASONABLE ATTORNEY’S FEE) CAUSED BY OR RESULTING FROM YOUR BREACH OF THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO YOUR BREACH OF ANY OBLIGATION, REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT). IN NO EVENT SHALL BITHARVEST, ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, OR EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ADVISORS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

XI. Miscellaneous

10.1 Any delay or omission by BITHARVEST in exercising any right or remedy for a User default shall not be construed as a waiver of such default.

10.2 If any provision of this Agreement is deemed illegal, invalid, or unenforceable, it shall be modified to achieve legal validity and reflect the Parties' intent. The rest of the Agreement remains unaffected.

10.3 This Agreement supersedes all prior agreements between you and BITHARVEST regarding its subject matter.

10.4 The English version of this Agreement shall prevail.