



# Service Agreement

## **BITHARVEST Service Agreement**

BITHARVEST, including its associated entities (hereinafter referred to as "BITHARVEST", "we", "us", or "our"), recognizes the importance of privacy and is committed to ensuring the integrity and security of personal information. This Privacy Policy elucidates our practices regarding the acquisition, utilization, management, protection, and disclosure of your personal data in connection with your use of our websites, products, or services.

### **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 updates. Changes or modifications to this Agreement will be effective upon posting on the Website unless otherwise stated. By continuing to use BITHARVEST's services and/or the Website following any changes, you agree to accept such changes.

1.2 If you object to any changes to this Agreement or are dissatisfied with BITHARVEST's services and/or the Website, you should immediately: (1) cease using BITHARVEST's services and the Website; and (2) inform BITHARVEST to terminate service provision to you. Upon service termination, your right to use BITHARVEST's services ceases immediately.

### **II. User Registration**

2.1 Your representations and warranties to BITHARVEST, which are deemed repeated each time you use BITHARVEST's services, include:

- (1) If a natural person: you are at least 18 years old with full civil capacity;
- (2) If an entity: you are duly organized and validly existing under the laws of your jurisdiction, and in good standing if relevant under such laws;



(3) Your use of BITHARVEST's services complies with applicable laws and regulations in your country/region and does not violate any third-party obligations;

(4) You have the requisite power to use BITHARVEST's services and perform your corresponding obligations, and this Agreement and corresponding purchase orders are valid and binding on you.

## 2.2 Regarding Registration Information, you agree:

(1) To provide legal, accurate, and complete information;

(2) To promptly notify BITHARVEST of any changes to the provided information; BITHARVEST reserves the right to impose restrictions or terminate your service based on provided information in accordance with compliance obligations and internal risk control policy;

(3) Not to register multiple accounts without BITHARVEST's express written consent;

(4) For compliance purposes such as KYC and anti-money laundering, BITHARVEST may request your personal and financial information, which you agree to provide accurately.

2.3 BITHARVEST has the right to disclose your registration information as required by law or regulatory authorities.

## III. Risk Factors

**3.1 YOU ACKNOWLEDGE THE RISKS ASSOCIATED WITH DIGITAL ASSETS AND RELATED SERVICES.** The risks listed in this section are not exhaustive. These risks may result in financial losses or termination of services provided by BITHARVEST.

(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 product or service 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 boosters) 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) No authentication or computer security technology is 100% secure and safe. You agree to bear all risks related to hacking or identity theft;

(6) 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.



(7) The global regulatory regime governing blockchain technologies, digital asset, mining pool, tokens, and the service provided by BITHARVEST 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.

#### **IV. Use of Digital Assets**

4.1 Use of digital assets in a manner prohibited by applicable laws and regulations is not allowed.

4.2 Evaluate if BITHARVEST's service suits your financial capabilities and risk preferences. By using BITHARVEST's service, you acknowledge and accept all associated risks.

(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.

## V. Restrictions and Obligations

5.1 You shall not use BITHARVEST's services for activities violating laws and regulations.

5.2 Comply with applicable laws, this Agreement, and rules announced by BITHARVEST regarding service use.

5.3 Provide documentation as requested by BITHARVEST for compliance purposes.

5.4 You are liable for the security of your account and password. Inform BITHARVEST immediately if you suspect unauthorized use of your account.

5.5 The source of funds for BITHARVEST's products should be legal and compliant with tax obligations.

5.6 BITHARVEST's services are for your sole benefit and not on behalf of others.

**5.7 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.**



## **VI. Liability for Breach of Agreement**

6.1 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.

## **VII. Disclaimers and Limitation of Liability**

7.1 BITHARVEST does not guarantee error-free or uninterrupted services. The Website and services are provided "as-is" and "as-available" without warranties of any kind. BITHARVEST disclaims any liability for third-party actions related to your use of the services. Your sole remedy against BITHARVEST for dissatisfaction is to cease using the Website and services.

7.2 BITHARVEST reserves the right to modify, suspend, or terminate access to the Website or parts thereof without notice, for any reason.

7.3 BITHARVEST shall not be liable for interruptions or terminations due to force majeure events beyond its control.

7.4 BITHARVEST is not responsible for losses incurred from accessing third-party links provided on the Website.

7.5 BITHARVEST shall not be liable for losses arising from events beyond its control or due to the User's fault or breach of this Agreement.

## VIII. Miscellaneous

8.1 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.

8.2 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.

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

8.4 The English version of this Agreement shall prevail.