

XBTO Digital Pool USA

Terms of Service

Introduction

Welcome to the cryptocurrency mining pool (the “Pool”) of XBTO Mining, LLC, a Delaware limited liability company doing business as XBTO Digital (“XBTO Digital”). These Terms of Service govern your use of the Pool. The Terms of Service are a legally binding agreement (the “Agreement”) between you and XBTO Digital (together, the “Parties”). This Agreement entirely replaces and supersedes any other agreement, communication, or understanding between the Parties regarding the Pool. XBTO Digital may amend the Agreement at any time, with no prior notice to you. The Agreement and its amendments will take effect when published. Your continued use of the Pool shall be deemed acceptance of the Agreement and amendments.

Registration and Account

The Pool website indicates the procedure for registering as a user and creating an account. XBTO Digital may reject any user for any reason or no reason. You are solely responsible for the accuracy and completeness of the information that you submit. XBTO Digital is not responsible for your losses if you provide wrong information, such as the wrong email address or wallet address.

Legal Compliance

The Pool may have an Anti-Money Laundering and Know-Your-Customer (“AML/KYC”) program to detect and prevent money laundering. You shall submit any documents or information requested by XBTO Digital for compliance purposes. We will manage your personally identifiable information in compliance with applicable privacy laws. The Pool is not available in any location sanctioned by the U.S. government or prohibited by applicable law. XBTO Digital may conduct background checks on users at any time for any lawful purpose. We may monitor and investigate your use of the Pool for any lawful purpose. We may use cookies or the like to track your use of the website. We may report suspected unlawful activity to legal authorities. We may allow legal authorities to access your account and information.

User Obligations

You have the obligation to keep your information up to date. You shall not share your password or account with anyone. You shall not knowingly allow any third party to access your account. You shall make reasonable efforts to maintain the security and functionality of the account and Pool at all times. You shall not use the Pool for any unlawful activity or purpose, including money laundering, fraud, market manipulation, bribery, hacking, or harassment. You shall not use the Pool if you do not have legal capacity or if you are under the age of 18. You are solely responsible for any tax obligations related to your use of the Pool.

Pool Operations

The Pool is an online service that aggregates the crypto mining power of its users. The Pool will not have custody of your assets. The Pool may use any third party for custody services or any services, subject to applicable law. XBTO Digital has no obligations to accept your computing power. We may reject your computing power at any time and for any reason or no reason, with no prior notice. We will make reasonable efforts to maintain the security and functionality of your account and the Pool. We have no obligations to continue the Pool or provide any IT support. We may terminate the Pool or your use of the Pool at any time and for any reason or no reason, with no prior notice. You may withdraw from the Pool at any time by following the instructions on the website. XBTO Digital may freeze your account at any time for any lawful purpose, including legal compliance. We will make commercially reasonable efforts to distribute the balance in your account to you as promptly as practicable after the termination of the account. We may retain the balance for our sole benefit if we cannot distribute the balance to you within thirty (30) days after termination.

Pool Fees and Rewards

XBTO Digital may charge fees for using the Pool. The user fees would be indicated on the website. The Pool may distribute certain mining rewards to its users. The formula for making payments may be posted on the website. Unless indicated otherwise, (i) the Pool will provide rewards only when earned; (ii) the rewards will correspond to the computing power used to mine the applicable crypto; (iii) the Pool will distribute rewards only upon request; and (iv) the rewards may take any form allowed by applicable law. XBTO Digital may set-off any amounts that you owe, including monetary damages. XBTO Digital does not guarantee any rewards. Mining rewards depend on many factors beyond the reasonable control of XBTO Digital, including luck. XBTO Digital has no obligations to share any transaction fees with you. Transaction fees are fees that users of the crypto network pay to have their transactions verified by miners. XBTO Digital may retain any digital assets created by forks in a blockchain.

Representations

You make the following representations and warranties to XBTO Digital and its affiliates:

1. If you are an entity, you are duly organized and in good standing under the laws of the jurisdiction of your domicile and you are qualified to do business in every jurisdiction where required by applicable law.
2. If you are an entity, your representative has been duly authorized to act on your behalf.
3. You have the authority to enter into and perform your obligations under this Agreement.
4. This Agreement has been duly and validly authorized and performed by you. This Agreement is a valid and legally binding agreement enforceable against you in accordance with its terms, except as limited by applicable law.
5. You are the sole and lawful owner of the information and computing power that you provide to the Pool, free and clear of encumbrances.

6. You are the sole and lawful user of your account. No third party has any right, title, or interest in your account or its assets.
7. Your execution and performance of this Agreement does not and will not violate or conflict with any applicable law or agreement to which you are a party or otherwise bound.
8. Your use of the Pool complies in all material respects with applicable law and agreements.
9. The information and computing power that you provide to the Pool are not proceeds of any unlawful activity.
10. You are not subject to any sanctions program of the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), the U.S. Financial Crimes Enforcement Network ("FinCEN"), or any other regulatory agency.
11. If you participate in the Pool as an agent for a third party, you conducted AML/KYC on the third party to the extent required by applicable law.
12. You are not a foreign official or a senior foreign political figure as defined by U.S. law, or a politically exposed person as defined by the Financial Action Task Force ("FATF"), or an immediate family member or a close associate of any such person, or an entity owned 10% or more or controlled by any such person (whether directly or indirectly).
13. You are not a bank as defined by U.S. law, and you are not an entity owned 10% or more or controlled by any bank.
14. You have the financial ability to participate in the Pool and accept any losses related to your participation. You understand and accept the risks of participating in the Pool.
15. You are not relying on any communications or representations not contained in this Agreement.
16. You had the reasonable opportunity to evaluate this Agreement and the Pool and consult with your professional advisors before participating.

Limitation of Liability

XBTO Digital is not liable for your losses or damages unless caused by the breach of contract, gross negligence, willful misconduct, or legal violation of XBTO Digital or its affiliates. You will indemnify XBTO Digital and its affiliates from any claims, damages, or other liabilities caused by your breach of contract, gross negligence, willful misconduct, or legal violation. XBTO Digital and its affiliates make no warranties or representations regarding the Pool (whether express or

implied), including warranties of accuracy, completeness, suitability, title, non-infringement, merchantability, or fitness for a particular use. We provide the Pool solely on a where-is, as-is, as-available basis. You will access and use the Pool at your own risk except as indicated above. You waive your rights to consequential, incidental, and punitive damages, and to jury trials and class actions, for all circumstances and claims (whether based in contract or otherwise).

Miscellaneous

The Parties have no agency, affiliation, advisory, employment, partnership, joint venture, or fiduciary relationship. No third party has any rights or obligations under this Agreement. No Party may assign this Agreement in whole or in part to any third party, except for assignments by XBTO Digital to its affiliates or successors. Any unlawful or unenforceable provision shall be modified or severed to comply with applicable law. No ambiguities in this Agreement shall be construed against any drafter. All waivers, amendments, and notices shall be in writing. Any notice shall be delivered to any address on record. This Agreement may be executed by any lawful means, including by counterparts or electronically.

Dispute Resolution

This Agreement and its subject matter shall be governed by the laws of the State of Florida. Except for injunctions, all disputes related to this Agreement and its subject matter shall be settled by binding and confidential arbitration at the American Arbitration Association in Miami, Florida, in the English language, by one (1) crypto industry expert, with the Parties sharing the costs equally. The arbitration decision and award may be enforced by any court with jurisdiction.

Contact

You may contact us by email at pool@xbtodigital.io.