

# Terms of Use

These terms and conditions between you and AWS Mining Pty Ltd ABN 87 619 297 077 (**AWS, we, us and our**) govern your access to and use of our website and any software used in connection with the website (**Website**). By using the Website, you agree to comply with and be bound by these terms and conditions.

Our Website provides information on cryptocurrency mining, our mining farms and services, and a facility to sign up to and use our mining services.

To access and use our mining services, you must register and open an account on our website (**Account**). Account holders may access a dashboard on our Website displaying the services in which they participate and the performance and status of those services.

## 1. Opening an Account

To be eligible to open an Account you must:

- a) if an individual, be at least 18 years of age and capable of entering into a legally binding contract;
- b) if a company, trust or partnership, be duly constituted under the law of the Country in which you conduct business;
- c) have a valid email address; and
- d) be sponsored by an existing AWS Mining customer (**Sponsor**).

We may decline to open an Account for you if:

- (a) you do not pass our identity check; or
- (b) we reasonably consider it necessary, in order to limit the risk of money laundering or terrorism financing, fraud or any other breach of law.

You are responsible for maintaining and protecting the confidentiality of your login details, which consist of your e-mail address and password. We are not responsible for any unauthorised access to or use of your Account unless we have failed to take reasonable steps to prevent such access or use.

## 2. Our proprietary rights

You acknowledge and agree that our Website contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as we expressly authorise, you must not modify, rent, lease, loan, sell, distribute or create derivative works based on the Website, in whole or in part.



We grant you a personal, non-transferable and non-exclusive right and license to use our Website provided that you do not (and do not allow any third party to):

- (a) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Website in any manner or form;
- (b) use modified versions of the Website, including (without limitation) for the purpose of obtaining unauthorised access to the Website; or
- (c) access the Website by any means other than through the interface that is provided by us for use in accessing the Website.

### **3. Disclaimer of warranties**

You understand and acknowledge that:

- (a) while we make every effort to keep the Website up and running smoothly, we take no responsibility for, and will not be liable for, the Website being temporarily unavailable due to technical issues beyond our reasonable control;
- (b) we do not provide any warranty or guarantee as to the performance, accuracy, timeliness, completeness or suitability of the information (which may contain mistakes, inaccuracies or errors) and services found or offered on this Website for any particular purpose, and we expressly exclude any liability for such to the fullest extent permissible by law;
- (c) your use of any information or services on our Website is entirely at your own risk, for which we will not be liable;
- (d) you are responsible for ensuring that any products, services or information available through our Website meet your specific needs and requirements;
- (e) our Website may include links to other third party websites which are not controlled by us, they are provided for your convenience to provide you with further information, and you access them at your own risk.

### **4. Your conduct**

You must not:

- (a) use our Website for any unlawful purpose or otherwise in breach of any applicable laws;
- (b) use information obtained from our Website for any unlawful purpose, or to transmit or authorise the transmission of junk mail, chain letters, or unsolicited emails;

- (c) interfere with, disrupt, or create undue burden on our operation of our Website; and
- (d) use any robot, spider, or other device or process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of our Website.

## **5. Indemnity**

You indemnify and release us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including reasonable legal costs and expenses awarded by a court) resulting from your use of our Website, or breach of any terms and conditions you agree to prior to accessing our Website, but only in the proportion that represents the extent to which the claim, suit, demand, action, liability, cost or expense was caused by your negligent or wrongful acts or omissions.

## **6. Limitation of liability**

Neither party is liable to the other for any consequential or indirect loss including, but not limited to, loss of profit, loss of data, lost opportunity cost, loss of enjoyment.

## **7. Transferring your Account**

You may ask us to transfer your Account to a third party by emailing [support@awsmining.com](mailto:support@awsmining.com) and detailing your username, full name and email, and the full name, email and proposed new username of the person to whom you wish the Account to be transferred. We may request further information from you or the third party as necessary to effect the transfer.

## **8. Changes to terms and conditions**

We may amend these terms and conditions from time to time. The updated terms will appear on our Website. If you do not agree to comply with the new terms and conditions, you must immediately cease using our Website.

## **9. General**

**Choice of law** – This agreement and the relationship between you and AWS shall be governed by the laws of the State of New South Wales, Australia without regard to its international conflict of law provisions. You and AWS agree to submit to the personal and exclusive jurisdiction of the courts of New South Wales, Australia.

**Waiver and severability of terms** – Any failure on our part to exercise or enforce any right or provision of this agreement shall not constitute a waiver of such right or provision. If any provision of this agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should



endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of this agreement remain in full force and effect.

**No right of survivorship** – All rights to your Account or information within your Account terminate upon the earlier of cancellation of your account or your death or wind-up. Upon receipt of a request for cancellation, a copy of a death certificate or notice of winding up, we will close your Account, provide a written statement of your Account to and transfer any assets that we hold on your behalf in accordance with the written direction of you or your duly appointed executor or administrator.