# Terms of Service

Welcome to BitForce Pool. Please read the following Terms of Service (hereinafter referred to as "Terms") carefully, especially the contents noted in bold. If you click "sign up" button or view or use these services, it will be deemed that you have read and agreed to the Terms of Services and all its additional terms. If you don't accept the limitation of the Term of Services, please do not view or use the Services. BitForce Pool will keep the rights of changing or revising the contents of the Services at any time, including but not being limited to any policies or rules. We will publish the revised terms on this website, and list "the latest updating" date on the top of terms or send notifications to the registering email which user has provided, or by any other methods. Any revise will be constantly effective while BitForce Pool launches the website update or revises the statement. You give up the rights of receiving this sort of notifications related to the revisions. And continue using our website, means you have accepted this sort of revision. If you do not accept this term, please stop using the website right now. Besides, we hope you can review this term regularly to ensure you have acknowledged the terms and conditions which apply to your viewing and utilizing. The terms and the additional terms are available for you to be viewed, and so to utilize any services which we provide, including but not being limited in the website: https://www.bitforce.dev/(hereinafter referred to as "net services") and the mobile application ("mobile application service", net services collectively, called "Service"). This Term will still be in effect if you sign other related protocol, which is the product provided by BitForce Pool. If you represent any organization, you announce and promise: (a) This organization is the lawful one which conforms to the local laws and regulations. (b) You have the rights of accepting this Term as its representative, if you infringe the Term, this organization will agree to be responsible for your behavior.

## I. Registration and Account

## 1. Register Qualification

You confirm, that you should be the legal person, corporation or other organization with full capacity of conduct and civil rights, while finishing the registering process or actual use the Term by the methods we are allowable. If not, you or your guardian should undertake all consequences. We have the right to log off or permanently suspend your account and ask for compensation.

#### 2. Registration and Account

When you have completed all registering steps following with the registering page's notifications to fill the information or read and agree this Term, or you fill

the information, read and agree this Term following with activate page's notifications, or you use this Term by other methods we permit, it will be treated as you are bound by this Term. You can use the email address, phone number or other methods we permit as the means of signing in to BitForce Pool. If the information you provided as the registration is not correct, we will not undertake any responsibilities. And you will suffer any direct or indirect losses and adverse consequences.

#### 3. User Information

After registration or activation, you should follow the laws and regulations to provide and update your information on time correctly according to the page reminder, to make it authentic, timely, complete and accurate. If we have the rational reason to suspect the error, inauthenticity, out of date or incomplete data of your provided information, we have the rights of sending the inquiry or request you to amend, or directly deleting the related information, even suspend or shut down to provide part of or all services. We will not undertake any responsibilities. And you will suffer any direct or indirect losses and adverse consequences.

You should fill in and update the contact information you provided, like email address, phone number and address, post code and so on, for the convenience of efficiently contact from us or other users to you. If we can not contact you through these, which lead to any losses or increasing fees, you should suffer them completely. You have acknowledged and agreed, you have the obligation to keep your contact information available, if any modification or updates needed, you should follow our requirements to operate.

## 4. Account Security

You must be responsible for the confidentiality of your BitForce Pool nickname, username and password, and all activities (including but not limited to information disclosure and posting, online click to agree or submit various rules and agreements, online agreement renewal or purchasing services, account settings, etc.) occurred under your username, BitForce Pool nickname and password.

#### You agree:

- (a) If anyone use your BitForce Pool nickname and password without authentication, or any other situations that violate the secrecy rules. You will inform us immediately.
- (b) Ensure that you will strictly adhere to the web/services' security, authentication, configuration and operation strategies or procedure.
- (c) Ensure that you leave our website/services in the right steps for finishing every online period. We cannot and will not to be responsible for any of your losses due to

you violating the Term. You will comprehend that it needs reasonable time for us to take actions according to your requirement. We will not undertake any responsibilities to the consequences (including but not limited to any of your losses) occurred before we take actions.

## II. Service Contents

- 1. Through BitForce Pool and our affiliates, users can be provided with the crypto currency mining pool services.
- 2. You have acknowledged and agreed, that we have the authority of providing the essential information, including the user information you have provided to us and operation or transaction records, to the government if it is requested. If you are suspected of infringing on the intellectual property rights of others, we also have the right of providing the necessary identity information to the right holders in the initial judgment of the alleged violation.
- 3. The taxable tax, and all hardware, software, service, or fees from other aspects while you are using this service, will be undertaken by yourself.

## III. Service Usage Specification

- 1. In the process of using this Service in BitForce Pool, you promise to obey the following regulations: all your behaviors in the process of using this Service should comply with the normative documents such as the national laws, regulations and others, and the regulations and requirements of our rules, do not violate the public interest or public morals, do not harm the legitimate rights and interests of others, do not evade tax payable, do not violate these provisions and related rules. If you violate the foregoing commitments and have any legal consequences, you shall bear all legal liabilities by yourself and ensure that we are free from any losses. Commercial use of any data on BitForce Pool is not permitted, including but not limited to the use of data displayed on BitForce Pool station without our prior written consent through any methods other than reproduction, dissemination, etc. Do not use any equipment, software or routines to intervene or attempt to interfere with the proper functioning of BitForce Pool. You must not take any actions which would result in an unreasonably large data overload added to BitForce Pool's network devices.
- 2. You have acknowledged and agreed, that we reserve the right of making a unilateral determination if you have violated the commitment above, to process or terminate providing services considering the results of unilateral determination, without your consent or informing you in advance. We have the right of publicizing your alleged violation or breach of contract and the measures we have taken against

you on BitForce Pool if we have confirmed that you have violated the law or infringement by the legal instrument of the state administration or the judicial authority, or if we believe that your behavior is suspected of violating the provisions or suspected of violating the laws and regulations. We have the right of removing the information that is suspected of violating the law or allegedly infringing on the legal rights of others or in violation of these terms or laws and regulations without informing and will punish in accordance with the relevant regulations. We have the right to unilaterally determine whether your behavior, including the actions you have committed in BitForce Pool, or those that you have not implemented in BitForce Pool but have affected BitForce Pool and its users, has constituted a breach of this Term, and make the related punishment accordingly. You should keep all the evidence related to your behavior and you should undertake the negative consequences of not being able to provide the sufficient evidence. About any of your behavior of suspecting the breach of promise has caused damage to any third party, you should be responsible for all legal liabilities by yourself and ensure us to be protected against losses or increase in costs. If you are suspected of violating the relevant laws or the provisions of these Terms, causing us to suffer any losses, or being subject to any third-party claims, or being penalized by any administrative department, you shall compensate us for the losses and/or expenses incurred, including reasonable attorney fees.

3. BitForce Pool does not provide Services to individuals or entities of the following jurisdictions: Burundi, Central African Republic, mainland China, Congo, Cuba, Iraq, Iran, North Korea, Lebanon, Libya, Sudan, Somalia, South Sudan, Syria, Yemen, and Zimbabwe. By accessing and using BitForce Pool Services, you represent and warrant that you are not located in, established in, or are a resident of any of the above-indicated countries. BitForce Pool maintains the right to restrict or deny the Services in certain countries at its discretion. If BitForce Pool determines (in sole discretion) that users are residents of indicated countries, BitForce Pool may have these accounts frozen or terminated.

# IV. User Obligation

- 1. Users may not maliciously register an account of BitForce Pool website by any methods, including but not limited to multiple account registration for profit, speculation, cashing, and award. Users should not steal another user's account. If the user violates the above provisions, we have the right to directly take all necessary measures, including but not limited to deleting the content posted by the user, suspending or sealing up the user's account, canceling the benefits derived from the violation, and even prosecuting the user's legal liability through litigation.
- 2. It is forbidden for users to use BitForce Pool in any form as a place, platform or medium for engaging in various illegal activities. Users may not engage in any commercial activities in the name of the Site without our authorization or permission,

nor may they use BitForce Pool as a place, platform or medium for commercial activities in any form.

- V. Service Changes, Interruptions, Terminations, Restrictions, and Freezes
- 1. We may make changes, interruptions or terminations to our service contents.
- 2. While transferring, we can transfer the relevant assets under this service to a third party. We may also transfer part of or all the services under this Term to a third party for operation or performance after the unilateral notification to you. The specific transferee is subjected to our notification.
- 3. If any of the following situations occurred, we have the right of cutting off or terminating the services, we provide without informing.
- (1) According to the laws and regulations, you should submit the real information, but the personal information you provide is not true, or it is inconsistent with the information while registration and without providing any reasonable proofs;
- (2) You violate the relevant laws and regulations or this Terms;
- (3) In accordance with the provisions of the laws or the requirements of the competent authority;
- (4) For security reasons or other necessary situations.
- 4. You can shut down your account at any time. You are still obligated to perform your obligations to any pending transaction. Besides, you will be responsible to us for any costs incurred prior to shutting down. We may also terminate your account at any time at our sole discretion after informing you by email or other methods. We may shut down your access to services if you are suspected of failing to comply with this Term, constitute unacceptable fraud or administrative risk to us, or if you provide us with false, incomplete, inaccurate or misleading information. We will not be liable for any losses caused by our termination or the suspension of your account.
- 5. User agrees, according to the provisions of this Term, the provisions of laws, regulations and legal documents, the requirements of the government in accordance with the administrative powers and the circumstances that we believe that the user's account may be at risk according to their own judgment, for the security of user's account and the internal crypto currencies, we have the right to freeze all or part of account under user's name, which means to temporarily shut down part of or

all permissions of operating the account. When the freeze occurs, if user applies for the thawing of the account, we have the right to determine discretely whether it is allowed all or part of the thawing according to the reasons for the above-mentioned freezing by considering of this regulation. Users should fully acknowledge and understand that the thawing application is not necessarily allowed, and the user should cooperate with us to verify the identity of the user while applying for thawing, including but not limited in identity information, ID card, passport, and other efficient identification files and any other information or files we required.

# VI. Privacy

BitForce Pool respects user's privacy. Our privacy policy provides or regulates about how we collect, store, disclose and use information related to your privacy. You agree to the use of your information according to the terms of privacy policy.

The user information of BitForce Pool, which this Term mentions, it complies with laws, regulations and relevant regulations and meets the following scope:

- (1) Personal information provided to BitForce Pool where the user registers.
- (2) User's browser or mobile client data are automatically received and recorded by BitForce Pool when using BitForce Pool's service, participating in website activities or viewing the website webpage, including but not limited to the IP address, information in the website cookie and the web page record that user requests;
- (3) User personal information that we legally obtain from our business partners;
- (4) Other personal information of users that we obtain through legal channels.

#### We promise:

We will not disclose non-public information such as the user's password, name, mobile phone number, etc. to any third party without legal reasons or prior permission from the user; The user's personal information will be disclosed in part or in full in the following statutory circumstances:

- (1) Disclosed to the user or other third party with the consent of the user;
- (2) Disclosure to third parties as required by laws, regulations, etc. or administrative agencies, to administrative, judicial or other laws;
- (3) Other disclosures we make in accordance with relevant laws, regulations.

## VII. Law Application, Jurisdiction and Others

- 1. The validity, interpretation, alteration, enforcement and dispute resolution of this Term shall be governed by the laws of Cayman Islands. If there is no relevant law, the general international business and/or industry conventions shall be referred to.
- 2. This Term contains the general specifications for your use of BitForce Pool. You must also follow the particularity specifications applicable to the stage when you use BitForce Pool by logging in to other stages (please refer to contents related to the other agreements and terms of the stages you have signed). If a general specification is inconsistent or conflicting with a particularity specification, the particularity specification has the priority.
- 3. The dispute arising from this Term shall be settled first through friendly negotiation. Otherwise, one party shall submit the dispute to the Hong Kong International Arbitration Centre for the settlement.