

NICEHASH PLATFORM TERMS OF USE & NICEHASH MINING TERMS OF SERVICE

PLEASE READ THESE NICEHASH PLATFORM TERMS OF USE AND NICEHASH MINING TERMS OF SERVICE (“Terms”) CAREFULLY BEFORE USING THE THE PLATFORM OR SERVICES DESCRIBED HEREIN. BY SELECTING “I AGREE”, ACCESSING THE PLATFORM, USING NICEHASH MINING SERVICES OR DOWNLOADING OR USING NICEHASH MINING SOFTWARE, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ THESE TERMS, AS AMENDED FROM TIME TO TIME, AND YOU ARE AGREEING TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS, OR ANY SUBSEQUENT AMENDMENTS, CHANGES OR UPDATES, DO NOT ACCESS THE PLATFORM, USE NICEHASH MINING SERVICES OR USE THE NICEHASH MINING SOFTWARE.

GENERAL

These Terms apply to users of the NiceHash Platform (“Platform” and NiceHash Mining Services (“Services”) which are provided to you by NICEHASH Ltd, company organized and existing under the laws of the British Virgin Islands, with registered address at Intershore Chambers, Road Town, Tortola, British Virgin Islands, registration number: 2048669, hereinafter referred to as “NiceHash, as well as “we” or “us”.

ELIGIBILITY

By using the NiceHash platform and NiceHash Mining Services, you represent and warrant that you:

- are at least Minimum Age and have capacity to form a binding contract;
- have not previously been suspended or removed from the NiceHash Platform;
- have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party;
- are not furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us, through your use of NiceHash Platform or use of NiceHash Mining Services;
- will not use NiceHash Platform or NiceHash Mining Services if any applicable laws in your country prohibit you from doing so in accordance with these Terms.

We reserve the right to terminate your access to the NiceHash Platform and Mining Services for any reason and in our sole and absolute discretion. Use of NiceHash Platform and Mining Services is void where prohibited by applicable law.

Depending on your country of residence or incorporation or registered office, you may not be able to use all the functions of the NiceHash Platform or services provided therein. It is your responsibility to follow the rules and laws in your country of residence and/or country from which you access the NiceHash Platform.

DEFINITIONS

NiceHash Platform means a website located on the following web address:

www.nicehash.com.

NiceHash Mining Services mean all services provided by NiceHash, namely the provision of the NiceHash Platform, NiceHash Hashing power marketplace, NiceHash API, NiceHash OS, NiceHash Mining Software including licence for NiceHash Miner and NiceHash QuickMiner,

NiceHash Private Endpoint, NiceHash Account, NiceHash mobile apps, and all other software products, applications and services associated with these products.

Hashing power marketplace means an infrastructure provided by the NiceHash which enables the Hashing power providers to point their rigs towards NiceHash stratum servers where Hashing power provided by different Hashing power providers is gathered and sold as generic Hashing power to the Hashing power buyers.

Hashing power buyer means a legal entity or individual who buys the gathered and generic hashing power on the Hashing power marketplace from undefined Hashing power providers.

Hashing power provider means a legal entity or individual who sells his hashing power on the Hashing power marketplace to undefined Hashing power buyers.

NiceHash Mining Software means NiceHash Miner, NiceHash OS, NiceHash QuickMiner and any other software available via the NiceHash Platform, except for Third Party Plugins and Miners.

NiceHash Miner means a comprehensive software with graphical user interface and web interface, owned by NiceHash. NiceHash Miner is a process manager software which enables the Hashing power providers to point their rigs towards NiceHash stratum servers and sell their hashing power to the Hashing power buyers. NiceHash Miner also means any and all of its code, compilations, updates, upgrades, modifications, error corrections, patches and bug fixes and similar. NiceHash Miner does not mean third party software compatible with NiceHash Miner (Third Party Plugins and Miners).

NiceHash QuickMiner means a low-level software with command line interface, developed by NiceHash which enables the Hashing power providers to point their rigs towards NiceHash stratum servers and sell their hashing power to the Hashing power buyers. It includes any and all of its source code, compilations, updates, upgrades, modifications, error corrections, patches and bug fixes and similar. NiceHash Quickminer can be downloaded from the NiceHash Platform download page.

NiceHash QuickMiner Tryout means a version of the NiceHash Quickminer which is demonstrated as a tryout tool on the NiceHash Platform and can be accessed at <https://www.nicehash.com/quick-miner>.

Hashing power rig means all hardware which produces hashing power that represents computation power which is required to calculate the hash function of different types of Digital Assets. Secondary account is an account managed by third party from which the Account holder deposits funds to his NiceWallet or/and to which the Account holder withdraws funds from his NiceWallet.

Stratum is a lightweight mining protocol.

NiceHash EasyMining means a process where a user attempts to validate blocks on the Blockchain alone as an individual miner using purchased Hashing power on the Hashing Power marketplace through the NiceHash EasyMining Pool.

NiceHash EasyMining Pool means a software interface developed and maintained by NiceHash which enables solo mining operations.

NiceHash TeamMining Package means a collective Hash Power Order placed by several users jointly to the Hashpower Marketplace.

Package Share means a commitment of 0.0001 BTC within a TeamMining Package.

NiceHash Account means an online account available on the NiceHash Platform and created by completing the registration procedure on the NiceHash Platform.

Account holder means an individual or legal entity who completes the registration procedure and successfully creates the NiceHash Account.

Minimum Age means 18 years old or older, if in order for NiceHash to lawfully provide the Services to you without parental consent (including using your personal data).

NiceWallet means a wallet created automatically for the Account holder and provided by the NiceWallet provider. NiceHash does not hold funds on behalf of the Account holder but only transfers Account holder's requests regarding the NiceWallet transaction to the NiceWallet provider who executes the requested transactions. In this respect NiceHash only processes and performs administrative services related to the payments regarding the NiceHash Mining Services.

NiceWallet provider is a third party which on the behalf of the Account holder provides and manages the NiceWallet, holds, stores and transfers funds and hosts NiceWallet. For more information about the NiceWallet provider BitGo see the following website:

<https://www.bitgo.com>, for the NiceWallet provider Fireblocks Inc. <https://www.fireblocks.com>

and for NiceWallet provider NICEX Ltd., see the following website: <https://www.nicex.com>.

Blockchain network is a distributed database that is used to maintain a continuously growing list of records, called blocks.

Blockchain Reward means a predetermined amount of a particular Digital Asset attributed to the person first to validate a new block on the Blockchain.

Coinbase transaction means the unique first transaction in a block used to assign the Blockchain Reward.

Lightning Network means a second layer protocol on the Bitcoin network that allows fast transactions with lower fees. Lightning Network allows participants to create smart contracts and allows all transactions between these participants practically instantaneously.

Force Majeure Event means any governmental or relevant regulatory regulations, acts of God, war, riot, civil commotion, fire, flood, or any disaster or an industrial dispute of workers unrelated to you or NiceHash. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents, employees, consultants, contractors and sub-contractors.

SALE AND PURCHASE OF HASHING POWER

Hashing power providers agree to sell and NiceHash agrees to proceed Hashing power buyers' payments for the provided hashing power on the Hashing power marketplace, on the Terms set forth herein. According to the applicable principle get-paid-per-valid-share (pay as you go principle) Hashing power providers will be paid only for validated and accepted hashing power to their NiceWallet or other wallet, as indicated in Account holder's profile settings or in stratum connection username. In some cases, no Hashing power is sent to Hashing power buyers or is accepted by NiceHash Services, even if Hashing power is generated on the Hashing power rigs. These cases include usage of slower hardware as well as software, hardware or network errors. In these cases, Hashing power providers are not paid for such Hashing power.

Hashing power buyers agree to purchase and NiceHash agrees to process the order and forward the purchased hashing power on the Hashing power marketplace, on the Terms set forth herein. According to the applicable principle pay-per-valid-share (pay as you go principle) Hashing power buyers will pay from their NiceWallet only for the hashing power that was validated by our engine. When connection to the mining pool which is selected on the Hashing power order is lost or when an order is canceled during its lifetime, Hashing power buyer pays for additional 10 seconds worth of hashing power. Hashing power order is charged for extra hashing power when mining pool which is selected on the Hashing power order, generates rapid mining work changes and/or rapid mining job switching. All payments including any fees will be processed in Digital Asset and NiceHash does not provide an option to sale and purchase of the hashing power in fiat currency.

RISK DISCLOSURE

If you choose to use NiceHash Platform, Services and NiceWallet, it is important that you remain aware of the risks involved, that you have adequate technical resources and knowledge to bear such risks and that you monitor your transactions carefully.

General risk

You understand that NiceHash Platform and Services, blockchain technology, Bitcoin, all other Digital Assets, proof of work concept and other associated and related technologies are new and untested and outside of NiceHash's control. You acknowledge that there are major risks associated with these technologies. In addition to the risks disclosed below, there are risks that NiceHash cannot foresee and it is unreasonable to believe that such risk could have been foreseeable. The performance of NiceHash's obligation under these Terms will terminate if market or technology circumstances change to such an extent that (i) these Terms clearly no longer comply with NiceHash's expectations, (ii) it would be unjust to enforce NiceHash's obligations in the general opinion or (iii) NiceHash's obligation becomes impossible.

NiceHash Account abuse

You acknowledge that there is risk associated with the NiceHash Account abuse and that you have been fully informed and warned about it. The funds stored in the NiceWallet may be disposed by third party in case the third party obtains the Account holder's login credentials. The Account holder shall protect his login credentials and his electronic devices where the login credentials are stored against unauthorized access.

Regulatory risks

You acknowledge that there is risk associated with future legislation which may restrict, limit or prohibit certain aspects of blockchain technology which may also result in restriction, limitation or prohibition of NiceHash Services and that you have been fully informed and warned about it.

Risk of hacking

You acknowledge that there is risk associated with hacking NiceHash Services and NiceWallet and that you have been fully informed and warned about it. Hacker or other groups, agencies or organizations may attempt to interfere with NiceHash Services, NiceHash Software or NiceWallet in any way, including, but not limited to and without limitation, denial of services attacks, Sybil attacks, spoofing, smurfing, malware attacks, mining attacks or consensus-based attacks.

Digital Assets risk

You acknowledge that there is risk associated with the Digital Assets which are used as payment method and that you have been fully informed and warned about it. Digital Assets are prone to, but not limited to, value volatility, transaction costs and times uncertainty, lack of liquidity, availability, regulatory restrictions, policy changes and security risks.

NiceWallet risk

You acknowledge that there is risk associated with funds held on the NiceWallet and that you have been fully informed and warned about it. You acknowledge that NiceWallet is provided by the NiceWallet provider and not NiceHash. You acknowledge and agree that NiceHash shall not be responsible for any NiceWallet provider's services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. NiceHash does not assume and shall not have any liability or responsibility to you or any other person or entity for any NiceWallet provider's services. NiceWallet provider's services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to NiceWallet provider's terms and conditions. Since the NiceWallet is a Digital Asset wallet all funds held on it are entirely uninsured in contrast to the funds held on the bank account or other financial institutions which are insured.

Connection risk

You acknowledge that there are risks associated with usage of NiceHash Services which are provided through the internet including, but not limited to, the failure of hardware, software, configuration and internet connections and that you have been fully informed and warned about it. You acknowledge that NiceHash will not be responsible for any configuration, connection or communication failures, disruptions, errors, distortions or delays you may experience when using NiceHash Services, however caused.

Hashing power provision risk

You acknowledge that there are risks associated with the provisions of the hashing power which is provided by the Hashing power providers through the Hashing power marketplace and that

you have been fully informed and warned about it. You acknowledge that NiceHash does not provide the hashing power but only provides the Hashing power marketplace as a service. Hashing power providers' Hashing power rigs are new and untested and outside of NiceHash's control. There is a major risk that the Hashing power rigs (i) will stop providing hashing power, (ii) will provide hashing power in an unstable way, (iii) will be wrongly configured or (iv) provide insufficient speed of the hashing power. Hashing power rigs as hardware could be subject of damage, errors, electricity outage, misconfiguration, connection or communication failures and other malfunctions. NiceHash will not be responsible for operation of Hashing power rigs and its provision of hashing power. By submitting a Hashing power order you agree to Hashing power no-refund policy – all shares forwarded to mining pool, selected on the Hashing power order are final and non-refundable.

Hashing power profitability risk

You acknowledge that there is risk associated with the profitability of the hashing power provision and that you have been fully informed and warned about it. You acknowledge that all Hashing power rig's earning estimates and profitability calculations on NiceHash Platform are only for informational purposes and were made based on the Hashing power rigs set up in the test environments. NiceHash does not warrant that your Hashing power rigs would achieve the same profitability or earnings as calculated on NiceHash Platform. There is risk that your Hashing power rig would not produce desired hashing power quantity and quality and that your produced hashing power would differentiate from the hashing power produced by our Hashing power rigs set up in the test environments. There is risk that your Hashing power rigs would not be as profitable as our Hashing power rigs set up in the test environments or would not be profitable at all.

WARRANTIES

NiceHash Platform and Mining Services are provided on the “AS IS” and “AS AVAILABLE” basis, including all faults and defects. To the maximum extent permitted by applicable law, NiceHash makes no representations and warranties and you waive all warranties of any kind. Particularly, without limiting the generality of the foregoing, the NiceHash makes no representations and warranties, whether express, implied, statutory or otherwise regarding NiceHash Platform and Mining Services or other services related to NiceHash Platform and provided by third parties, including any warranty that such services will be uninterrupted, harmless, secure or not corrupt or damaged, meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, meet any performance or error free or that any errors or defects can or will be corrected. Additionally NiceHash makes no representations and warranties, whether express, implied, statutory or otherwise of merchantability, suitability, reliability, availability, timeliness, accuracy, satisfactory quality, fitness for a particular purpose or quality, title and non-infringement with respect to any of the Mining Services or other services related to NiceHash Platform and provided by third parties, or quiet enjoyment and any warranties arising out of any course of dealing, course of performance, trade practice or usage of NiceHash Platform and Mining Services including information, content and material contained therein.

Especially NiceHash makes no representations and warranties, whether express, implied, statutory or otherwise regarding any payment services and systems, NiceWallet which is provided by third party or any other financial services which might be related to the NiceHash Platform and Mining Services.

You acknowledge that you do not rely on and have not been induced to accept the NiceHash Platform and Mining Services according to these Terms on the basis of any warranties, representations, covenants, undertakings or any other statement whatsoever, other than expressly set out in these Terms that neither the NiceHash nor any of its respective agents, officers, employees or advisers have given any such warranties, representations, covenants, undertakings or other statements.

LIABILITY

NiceHash and their respective officers, employees or agents will not be liable to you or anyone else, to the maximum extent permitted by applicable law, for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of NiceHash Services or NiceWallet), even if NiceHash has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of NiceHash Platform and Mining Services, NiceWallet or other related websites or services.

NiceHash does not assume any obligations to users in connection with the unlawful alienation of Bitcoins, which occurred on 6. 12. 2017 with NICEHASH, d. o. o., and has been fully reimbursed with the completion of the NiceHash Repayment Program.

NiceHash will not be responsible for any compensation, reimbursement, or damages arising in connection with: (i) your inability to use the NiceHash Platform and Mining Services, including without limitation as a result of any termination or suspension of the NiceHash Platform or these

Terms, power outages, maintenance, defects, system failures, mistakes, omissions, errors, defects, viruses, delays in operation or transmission or any failure of performance, (ii) the cost of procurement of substitute goods or services, (iii) any your investments, expenditures, or commitments in connection with these Terms or your use of or access to the NiceHash Platform and Mining Services, (iv) your reliance on any information obtained from NiceHash, (v) Force Majeure Event, communications failure, theft or other interruptions or (vi) any unauthorized access, alteration, deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with NiceHash Platform and Mining Services or NiceWallet.

Our aggregate liability (including our directors, members, employees and agents), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of NiceHash Platform and Mining Services, or inability to use the Platform and Services under these Terms or under any other document or agreement executed and delivered in connection herewith or contemplated hereby, shall in any event not exceed 100 EUR per user.

You will defend, indemnify, and hold NiceHash harmless and all respective employees, officers, directors, and representatives from and against any claims, demand, action, damages, loss, liabilities, costs and expenses (including reasonable attorney fees) arising out of or relating to (i) any third-party claim concerning these Terms, (ii) your use of, or conduct in connection with, NiceHash Platform and Mining Services, (iii) any feedback you provide, (iv) your violation of these Terms, (v) or your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it. If we are obligated to respond to a

third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.

The Services and the information, products, and services included in or available through the NiceHash Platform may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Improvements or changes on the NiceHash Platform can be made at any time.

NICEHASH ACCOUNT

The registration of the NiceHash Account is made through the NiceHash Platform, where you are required to enter your email address and password in the registration form. After successful completion of registration, the confirmation email is sent to you. After you confirm your registration by clicking on the link in the confirmation email the NiceHash Account is created. NiceHash will send you proof of completed registration once the process is completed.

When you create NiceHash Account, you agree to (i) create a strong password that you change frequently and do not use for any other website, (ii) implement reasonable and appropriate measures designed to secure access to any device which has access to your email address associated with your NiceHash Account and your username and password for your NiceHash Account, (iii) maintain the security of your NiceHash Account by protecting your password and by restricting access to your NiceHash Account; (iv) promptly notify us if you discover or otherwise suspect any security breaches related to your NiceHash Account so we can take all

required and possible measures to secure your NiceHash Account and (v) take responsibility for all activities that occur under your NiceHash Account and accept all risks of any authorized or unauthorized access to your NiceHash Account, to the maximum extent permitted by law.

Losing access to your email, registered at NiceHash Platform, may also mean losing access to your NiceHash Account. You may not be able to use the NiceHash Platform or Mining Services, execute withdrawals and other security sensitive operations until you regain access to your email address, registered at NiceHash Platform. If you wish to change the email address linked to your NiceHash Account, we may ask you to complete a KYC procedure for security purposes. This step serves solely for the purpose of identification in the process of regaining access to your NiceHash Account.

Once the NiceHash Account is created a NiceWallet is automatically created for the NiceHash Account when the request for the first deposit to the NiceWallet is made by the user. Account holder's NiceWallet is generated by the NiceWallet provider. Account holder is strongly suggested to enhance the security of his NiceHash Account by adding an additional security step of Two-factor authentication (hereinafter "2FA") when logging into his account, withdrawing funds from his NiceWallet or placing a new order. Account holder can enable this security feature in the settings of his NiceHash Account. In the event of losing or changing 2FA code, we may ask the Account holder to complete a KYC procedure for security reasons. This step serves solely for the purpose of identification in the process of reactivating Account holders 2FA.

In order to use certain functionalities of the NiceHash Platform, such as paying for the acquired hashing power, users must deposit funds to the NiceWallet, as the payments for the hashing

power could be made only through NiceWallet. Hashing power providers have two options to get paid for the provided hashing power: (i) by using NiceWallet to receive the payments or (ii) by providing other Bitcoin address where the payments shall be received to. Hashing power providers provide their Bitcoin address to NiceHash by providing such details via Account holder's profile settings or in a form of a stratum username while connecting to NiceHash stratum servers.

Account holder may load funds on his NiceWallet from his Secondary account. Account holder may be charged fees by the Secondary account provider or by the blockchain network for such transaction. NiceHash is not responsible for any fees charged by Secondary account providers or by the blockchain network or for the management and security of the Secondary accounts. Account holder is solely responsible for his use of Secondary accounts and Account holder agrees to comply with all terms and conditions applicable to any Secondary accounts. The timing associated with a load transaction will depend in part upon the performance of Secondary accounts providers, the performance of blockchain network and performance of the NiceWallet provider. NiceHash makes no guarantee regarding the amount of time it may take to load funds on to NiceWallet.

NiceWallet shall not be used by Account holders to keep, save and hold funds for longer period and also not for executing other transactions which are not related to the transactions regarding the NiceHash Platform. The NiceWallet shall be used exclusively and only for current and ongoing transactions regarding the NiceHash Platform. Account holders shall promptly withdraw any funds kept on the NiceWallet that will not be used and are not intended for the reasons described earlier. Commission fees may be charged by the NiceWallet provider, by the blockchain network or by NiceHash for any NiceWallet transactions. Please refer to the

NiceHash Platform, for more information about the commission fees for NiceWallet transactions which are applicable at the time of the transaction. NiceHash reserves the right to change these commission fees according to the provisions to change these Terms at any time for any reason.

You have the right to use the NiceHash Account only in compliance with these Terms and other commercial terms and principles published on the NiceHash Platform. In particular, you must observe all regulations aimed at ensuring the security of funds and financial transactions.

Provided that the balance of funds in your NiceWallet is greater than any minimum balance requirements needed to satisfy any of your open orders, you may withdraw from your NiceWallet any amount of funds, up to the total amount of funds in your NiceWallet in excess of such minimum balance requirements, to Secondary Account, less any applicable withdrawal fees charged by NiceHash or by the blockchain network for such transaction. Withdrawals are not processed instantly and may be grouped with other withdrawal requests. Some withdrawals may require additional verification information which you will have to provide in order to process the withdrawal. It may take up to 24 hours before withdrawal is fully processed and distributed to the Blockchain network. Please refer to the NiceHash Platform for more information about the withdrawal fees and withdrawal processing. NiceHash reserves the right to change these fees according to the provisions to change these Terms at any time for any reason.

You have the right to close the NiceHash Account. In case you have funds on your NiceWallet you should withdraw funds from your account prior to requesting NiceHash Account closure. After we receive your NiceHash Account closure request we will deactivate your NiceHash Account. You can read more about closing the NiceHash Account in our Privacy Policy. Your NiceHash Account may be deactivated due to your inactivity. Your NiceHash account may be

locked and a mandatory KYC procedure is applied for security reasons, if it has been more than 6 months since your last login.

NiceHash or any of its partners or affiliates are not responsible for the loss of the funds, stored on or transferred from the NiceWallet, as well as for the erroneous implementation of the transactions made via NiceWallet, where such loss or faulty implementation of the transaction are the result of a malfunction of the NiceWallet and the malfunction was caused by you or the NiceWallet provider. You are obliged to inform NiceHash in case of loss or theft, as well as in the case of any possible misuse of the access data to your NiceHash Account, without any delay, and demand change of access data or closure of your existing NiceHash Account and submit a request for new access data. NiceHash will execute the change of access data or closure of the NiceHash Account and the opening of a new NiceHash Account as soon as technically possible and without any undue delay.

All information pertaining to registration, including a registration form, generation of NiceWallet and detailed instructions on the use of the NiceHash Account and NiceWallet are available at NiceHash Platform. The registration form as well as the entire system is properly protected from unwanted interference by third parties.

KYC PROCEDURE

NiceHash is appropriately implementing AML/CTF and security measures to diligently detect and prevent any malicious or unlawful use of NiceHash Services or use, which is strictly prohibited by these Terms, which are deemed as your agreement to provide required personal

information for identity verification. Security measures include a KYC procedure, which is aimed at determining the identity of an individual user or an organisation.

We may ask you to complete this procedure before enabling some or all functionalities of the NiceHash platform and provide its services. A KYC procedure might be applied as a security measure when:

- changing the email address linked to your NiceHash Account,
- losing or changing your 2FA code;
- logging in to your NiceHash Account for the first time after the launch of the new NiceHash Platform in August 2019,
- gaining access to all or a portion of NiceHash Services, NiceWallet and its related services or any portion thereof if they were disabled and
- activating your NiceHash Account if it has been deactivated due to its inactivity and/or security or other reasons.

HASHING POWER TRANSACTIONS

General

NiceHash may, at any time and in our sole discretion, (i) refuse any order submitted or provided hashing power, (ii) cancel an order or part of the order before it is executed, (iii) impose limits on the order amount permitted or on provided hashing power or (iv) impose any other conditions or restrictions upon your use of the NiceHash Platform and Mining Services without prior notice. For example, but not limited to, NiceHash may limit the number of open orders that you may establish or limit the type of supported Hashing power rigs and mining algorithms or NiceHash may restrict submitting orders or providing hashing power from certain locations.

Please refer to the NiceHash Platform, for more information about terminology, hashing power transactions' definitions and descriptions, order types, order submission, order procedure, order

rules and other restrictions and limitations of the hashing power transactions. NiceHash reserves the right to change any transaction, definitions, description, order types, procedure, rules, restrictions and limitations at any time for any reason.

Orders, provision of hashing power, payments, deposits, withdrawals and other transactions are accepted only through the interface of the NiceHash Platform, NiceHash API and NiceHash Account and are fixed by the software and hardware tools of the NiceHash Platform. If you do not understand the meaning of any transaction option, NiceHash strongly encourages you not to utilize any of those options.

Hashing Power Order

In order to submit an Hashing Power Order via the NiceHash Account, the Hashing power buyer must have available funds in his NiceWallet.

Hashing power buyer submits a new order to buy hashing power via the NiceHash Platform or via the NiceHash API by setting the following parameters in the order form: NiceHash service server location, third-party mining pool, algorithm to use, order type, set amount he is willing to spend on this order, set price per hash he is willing to pay, optionally approximate limit maximum hashing power for his order and other parameters as requested and by confirming his order. Hashing power buyer may submit an order in maximum amount of funds available on his NiceWallet at the time of order submission. Order run time is only approximate since order's lifetime is based on the number of hashes that it delivers.

Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any digital assets or hashing power, the actual price per hash at which some of the orders are executed may be different from the prevailing price indicated on NiceHash Platform at the time of your order. You understand that NiceHash is not liable for any such price fluctuations. In the event of market disruption, NiceHash Services disruption, NiceHash Hashing Power Marketplace disruption or manipulation or Force Majeure Event, NiceHash may do one or more of the following: (i) suspend access to the NiceHash Account or NiceHash Platform, or (ii) prevent you from completing any actions in the NiceHash Account, including closing any open orders. Following any such event, when trading resumes, you acknowledge that prevailing market prices may differ significantly from the prices available prior to such event.

When Hashing power buyer submits an order for purchasing of the Hashing power via NiceHash Platform or via the NiceHash API he authorizes NiceHash to execute the order on his behalf and for his account in accordance with such order. Hashing power buyer acknowledges and agrees that NiceHash is not acting as his broker, intermediary, agent or advisor or in any fiduciary capacity. NiceHash executes the order in set order amount minus NiceHash's processing fee. Once the order is successfully submitted the order amount starts to decrease in real time according to the payments for the provided hashing power.

Hashing power buyer agrees to pay applicable processing fee to NiceHash for provided services. The NiceHash's fees are deducted from Hashing power buyer's NiceWallet once the whole order is exhausted and completed. Please refer to the NiceHash Platform, for more information about the fees which are applicable at the time of provision of services. NiceHash reserves the right to change these fees according to the provisions to change these Terms at any time for any reason. The changed fees will apply only for the NiceHash Services provided

after the change of the fees. All orders submitted prior the fee change but not necessary completed prior the fee change will be charged according to the fees applicable at the time of the submission of the order.

NiceHash will attempt, on a commercially reasonable basis, to execute the Hashing power buyer's purchase of the hashing power on the Hashing power marketplace under these Terms according to the best-effort delivery approach. In this respect NiceHash does not guarantee that the hashing power will actually be delivered or verified and does not guarantee any quality of the NiceHash Services.

Hashing power buyer may cancel a submitted order during order's lifetime. If an order has been partially executed, Hashing power buyer may cancel the unexecuted remainder of the order. In this case the NiceHash's processing fee will apply only for the partially executed order. NiceHash reserves the right to refuse any order cancellation request once the order has been submitted.

Selling Hashing Power and the Provision of Hashing Power

In order to submit the hashing power to the NiceHash stratum server the Hashing power provider must first point its Hashing power rig to the NiceHash stratum server. Hashing power provider is solely responsible for configuration of his Hashing power rig.

The Hashing power provider gets paid by Hashing power buyers for all validated and accepted work that his Hashing power rig has produced. The provided hashing power is validated by NiceHash's stratum engine and validator. Once the hashing power is validated the Hashing

power provider is entitled to receive the payment for his work. NiceHash logs all validated hashing power which was submitted by the Hashing power provider. The Hashing power provider receives the payments of current globally weighted average price on to his NiceWallet or his selected personal Bitcoin address. The payments are made periodically depending on the height of payments. NiceHash reserves the right to hold the payments any time and for any reason by indicating the reason, especially if the payments represent smaller values. Please refer to the NiceHash Platform, for more information about the height of payments for provided hashing power, how the current globally weighted average price is calculated, payment periods, payment conditions and conditions for detention of payments. NiceHash reserves the right to change this payment policy according to the provisions to change these Terms at any time for any reason.

All Hashing power rig's earnings and profitability calculations on NiceHash Platform are only for informational purposes. NiceHash does not warrant that your Hashing power rigs would achieve the same profitability or earnings as calculated on NiceHash Platform. You hereby acknowledge that it is possible that your Hashing power rigs would not be as profitable as indicated in our informational calculations or would not be profitable at all.

Hashing power provider agrees to pay applicable processing fee to NiceHash for provided Services. The NiceHash's fees are deducted from all the payments made to the Hashing power provider for his provided work. Please refer to the NiceHash Platform, for more information about the fees which are applicable at the time of provision of services. Hashing power provider which has not submitted any hashing power to the NiceHash stratum server for a period of 90 days agrees that a processing fee of 0.00001000 BTC or less, depending on the unpaid mining balance, will be deducted from his unpaid mining balance. NiceHash reserves the right to

change these fees according to the provisions to change these Terms at any time for any reason. The changed fees will apply only for the NiceHash Services provided after the change of the fees.

NiceHash will attempt, on a commercially reasonable basis, to execute the provision of Hashing power providers' hashing power on the Hashing power marketplace under these Terms according to the best-effort delivery approach. In this respect NiceHash does not guarantee that the hashing power will actually be delivered or verified and does not guarantee any quality of the NiceHash Services.

Hashing power provider may disconnect the Hashing power rig from the NiceHash stratum server any time. NiceHash reserves the right to refuse any Hashing power rig once the Hashing power rig has been pointed towards NiceHash stratum server.

RESTRICTIONS

When accessing the NiceHash Platform or using the Mining Services or NiceWallet, you warrant and agree that you:

- will not use the Services for any purpose that is unlawful or prohibited by these Terms,
- will not violate any law, contract, intellectual property or other third-party right or commit a tort,
- are solely responsible for your conduct while accessing the NiceHash Platform or using the Mining Services or NiceWallet,
- will not access the NiceHash Platform or use the Mining Services in any manner that could damage, disable, overburden, or impair the provision of the Services or interfere with any other party's use and enjoyment of the Services,
- will not misuse and/or maliciously use Hashing power rigs, you will particularly refrain from using network botnets or using NiceHash Platform or Mining Services with Hashing power rigs without the knowledge or awareness of Hashing power rig owner(s),
- will not perform or attempt to perform any kind of malicious attacks on blockchains with the use of the NiceHash Platform or Mining Services, intended to maliciously gain control of more than 50% of the network's mining hash rate,

- will not use the NiceHash Platform or Mining Services for any kind of market manipulation or disruption, such as but not limited to NiceHash Mining Services disruption and NiceHash Hashing Power Marketplace manipulation.

In case of any of the above mentioned events, NiceHash reserves the right to immediately suspend or terminate your NiceHash Account, freeze or block the funds in the NiceWallet, and suspend your access to NiceHash Platform, particularly if NiceHash believes that such NiceHash Account is in violation of these Terms or Privacy Policy, or any applicable laws and regulation. In the event of termination, NiceHash will attempt to return any Digital Assets stored in your NiceHash Account not otherwise owed to NiceHash, unless the Digital Assets were obtained through fraud, negligence, other misconduct or violation of these Terms.

RIGHTS AND OBLIGATIONS

In the event of disputes with you, NiceHash is obliged to prove that the NiceHash service which is the subject of the dispute was not influenced by technical or other failure. You will have possibility to check at any time, subject to technical availability, the transactions details, statistics and available balance of the funds held on the NiceWallet, through access to the NiceHash Account.

You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided to you or public through the NiceHash Platform or Mining Services.

We may, in our sole discretion, at any time, for any or no reason and without liability to you, with prior notice (i) terminate all rights and obligations between you and NiceHash derived from these Terms, (ii) suspend your access to all or a portion of NiceHash Services, NiceWallet and

its related services or any portion thereof and delete or deactivate your NiceHash Account and all related information and files in such account (iii) modify, suspend or discontinue, temporarily or permanently, any portion of NiceHash Platform or (iv) provide enhancements or improvements to the features and functionality of the NiceHash Platform, which may include patches, bug fixes, updates, upgrades and other modifications. Any such change may modify or delete certain portion, features or functionalities of the NiceHash Services. You agree that NiceHash has no obligation to (i) provide any updates, or (ii) continue to provide or enable any particular portion, features or functionalities of the NiceHash Services to you. You further agree that all changes will be (i) deemed to constitute an integral part of the NiceHash Platform, and (ii) subject to these Terms.

In the event of your breach of these Terms, including but not limited to, for instance, in the event that you breach any term of these Terms, due to legal grounds originating in anti-money laundering and know your client regulation and procedures, or any other relevant applicable regulation, all right and obligations between you and NiceHash derived from these Terms terminate automatically if you fail to comply with these Terms within the notice period of 8 days after you have been warned by NiceHash about the breach and given 8 days period to cure the breaches. NiceHash reserves the right to keep these rights and obligations in force despite your breach of these Terms.

In the event of termination, NiceHash will attempt to return you any funds stored on your NiceWallet not otherwise owed to NiceHash, unless NiceHash believes you have committed fraud, negligence or other misconduct. You acknowledge that the NiceHash Services and NiceWallet may be suspended for maintenance.

Technical information about the hashing power transactions, including information about chosen server locations, algorithms used, selected mining pools, your business or activities, including all financial and technical information, specifications, technology together with all details of prices, current transaction performance and future business strategy represent confidential information and trade secrets. NiceHash shall, preserve the confidentiality of all before mentioned information and shall not disclose or cause or permit to be disclosed without your permission any of these information to any person save to the extent that such disclosure is strictly to enable you to perform or comply with any of your obligations under these Terms, or to the extent that there is an irresistible legal requirement on you or NiceHash to do so; or where the information has come into the public domain otherwise than through a breach of any of the terms of these Terms. NiceHash shall not be entitled to make use of any of these confidential information and trade secrets other than during the continuance of and pursuant to these Terms and then only for the purpose of carrying out its obligations pursuant to these Terms.

NICEHASH MINER AND QUICKMINER LICENSE (NICEHASH MINING SOFTWARE LICENSE)

NiceHash Mining Software whether on disk, in read only memory, or any other media or in any other form is licensed, not sold, to you by NiceHash for use only under these Terms. NiceHash retains ownership of the NiceHash Mining Software itself and reserves all rights not expressly granted to you.

Subject to these Terms, you are granted a limited, non-transferable, non-exclusive and a revocable license to download, install and use the NiceHash Mining Software. You may not distribute or make the NiceHash Mining Software available over a network where it could be

used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute, assign, sublicense host, outsource, disclose or otherwise commercially exploit the NiceHash Mining Software or make it available to any third party.

There is no license fee for the NiceHash Mining Software. NiceHash reserves the right to change the license fee policy according to the provisions to change these Terms any time and for any reason, including to decide to start charging the license fee for the NiceHash Mining Software. You are responsible for any and all applicable taxes.

You may not, and you agree not to or enable others to, copy, decompile, reverse engineer, reverse compile, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the NiceHash Mining Software or any services provided by the NiceHash Mining Software, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of open-sourced components included with the NiceHash Mining Software).

If you choose to allow automatic updates, your device will periodically check with NiceHash for updates and upgrades to the NiceHash Mining Software and, if an update or upgrade is available, the update or upgrade will automatically download and install onto your device and, if applicable, your peripheral devices. You can turn off the automatic updates altogether at any time by changing the automatic updates settings found within the NiceHash Mining Software.

You agree that NiceHash may collect and use technical and related information, including but not limited to technical information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product

support and other services to you (if any) related to the NiceHash Mining Software and to verify compliance with these Terms. NiceHash may use this information, as long as it is in a form that does not personally identify you, to improve our NiceHash Services.

NiceHash Mining Software contains features that rely upon information about your selected mining pools. You agree to our transmission, collection, maintenance, processing, and use of all information obtained from you about your selected mining pools. You can opt out at any time by going to settings in the NiceHash Mining Software.

NiceHash may provide interest-based advertising to you. If you do not want to receive relevant ads in the NiceHash Mining Software, you can opt out at any time by going to settings in the NiceHash Mining Software. If you opt out, you will continue to receive the same number of ads, but they may be less relevant because they will not be based on your interest.

NiceHash Mining Software license is effective until terminated. All provisions of these Terms regarding the termination apply also for the NiceHash Mining Software license. Upon the termination of NiceHash Mining Software license, you shall cease all use of the NiceHash Mining Software and destroy or delete all copies, full or partial, of the NiceHash Mining Software.

THIRD PARTY MINERS AND PLUGINS

Third Party Miners and Plugins are a third party software which enables the best and most efficient mining operations. NiceHash Miner integrates third party mining software using a third party miner plugin system. Third Party Mining Software is a closed source software which

supports mining algorithms for Digital Assets and can be integrated into NiceHash Mining Software. Third Party Miner Plugin enables the connection between NiceHash Mining Software and Third Party Mining Software and it can be closed, as well as open sourced.

In case the Third Party Mining Software is close-sourced and the software source cannot be inspected, NiceHash diligently implements Third Party Mining Software Guidelines accessible at NiceHash Platform website in order to increase security with regards to the NiceHash Miner integration.

NiceHash Mining Software user interface enables the user to manually select which available Third Party Miners and Plugins will be downloaded and integrated. Users can select or deselect Third Party Miners and Plugins found in the Plugin Manager window. Some of the available Third Party Miners and Plugins which are most common are preselected by NiceHash, but can be deselected, depending on users' needs. The details of the Third Party Miners and Plugins available for NiceHash Mining Software are accessible within the NiceHash Mining Software user interface. The details include, but not limited to, the author of the software and applicable license information, if applicable information about developer fee for Third Party Miners, software version etc. Developer fees may apply to the use of Third Party Miners and Plugins.

NiceHash will not be liable, to the maximum extent permitted by applicable law, for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages, arising out of using Third Party Miners and Plugins. The latter includes, but is not limited to: i) any power outages, maintenance, defects, system failures, mistakes, omissions, errors, defects, viruses, delays in operation or transmission or any failure of performance; ii) any unauthorized access, alteration, deletion, destruction, damage, loss or

failure to store any data, including records, private key or other credentials, associated with usage of Third Party Miners and Plugins and ii) Force Majeure Event, communications failure, theft or other interruptions.

If you choose to allow automatic updates, your device will periodically check with NiceHash for updates and upgrades to the installed Third Party Miners and Plugins, if an update or upgrade is available, the update or upgrade will automatically download and install onto your device and, if applicable, your peripheral devices. You can turn off the automatic updates altogether at any time by changing the automatic updates settings found within the NiceHash Mining Software.

NICEHASH QUICKMINER TRYOUT

Visitors of the NiceHash Quick Miner web page, accessible at <https://www.nicehash.com/quick-miner>, can use NiceHash QuickMiner as a tryout tool to connect their PC or a mining rig to the NiceHash Hashing Power Marketplace.

Visitors of the NiceHash Quick Miner web page can try out and experience Digital Asset mining without having to register on the NiceHash Platform and create a NiceHash Account. Users are encouraged to do so as soon as possible in order to collect the funds earned using NiceHash Quick Miner.

Users can download NiceHash QuickMiner free of charge. In order to operate NiceHash QuickMiner software needs to automatically detect technical information about users' computer hardware. You agree that NiceHash may collect and use technical and related information. For more information please refer to NiceHash Privacy Policy.

Funds arising from the usage of NiceHash QuickMiner are transferred to a dedicated Digital Asset wallet owned and managed by NiceHash. NiceHash QuickMiner Users expressly agree and acknowledge that completing the registration process and creating a NiceHash Account is necessary in order to collect the funds arising from the usage of NiceHash QuickMiner. Users of NiceHash QuickMiner who do not successfully register a NiceHash Account will lose their right to claim funds arising from their usage of NiceHash QuickMiner. Those funds, in addition to the condition that the user has not been active on the NiceHash QuickMiner web page for consecutive 7 days, will be donated to the charity of choice.

NICEHASH EASYMINING

NiceHash EasyMining is a service available for registered NiceHash users which allows them to purchase Hashing power at a fixed price and perform solo mining operations through the NiceHash EasyMining Pool. General provisions for Hashing Power Buying service under this Terms of Service also apply for the NiceHash EasyMining service unless otherwise expressly stated in this section.

Users may access the product via NiceHash Website, NiceHash Mobile App or through the NiceHash API. NiceHash provides users with packages containing information about the availability, the mining algorithm for a specific Digital Asset, the price of the package, the probability of validating a single block and the amount of the Blockchain reward for a validated block.

Users may purchase the packages only using Bitcoin and have to have sufficient funds on their NiceWallet before the purchase. Before completing the purchase of the package users have to specify whether they wish to receive the potential Blockchain reward to their NiceWallet or to an external Digital Asset wallet. A KYC procedure and enabled 2FA security feature are mandatory when choosing an external Digital Asset wallet.

Once the package has been successfully selected and the Hashing Power Order placed, NiceHash provides the user with the information about the exact start of the Hashing Power Order, its lifetime, approximate remaining time, the price of the Hashing power and the amount of committed Hashing power on the Hashing Power Order.

The purchased Hashing power is directed to the NiceHash EasyMining Pool according to the selected package. Users are able to stop the placed Hashing Power Order at any time until its complete fulfillment. Please note that users of NiceHash EasyMining service purchase the Hashing power from Hashing Power Providers who get paid for the provided Hashing power by shares based on the principle “pay-per-valid-share”. In case the order is stopped, the user of NiceHash EasyMining is not entitled to the remuneration for the shares already committed to the pool according to the placed order.

By purchasing the package and placing the Hashing Power Order users participate in mining (committing shares to the NiceHash Mining Pool) according to the selected package. In case the share committed by the user of NiceHash EasyMining validates an individual block on the Blockchain of the selected Digital Asset, the user shall be entitled to the Blockchain Reward as determined by each individual Blockchain, reduced by the applicable NiceHash service fee (NiceHash EasyMining Pool fee). In addition to that, the processing fee for Hashing Power

Order applies. Please refer to the NiceHash Platform Website for more information about the fees which are applicable at the time of provision of services. NiceHash reserves the right to change these fees according to the provisions to change these Terms at any time for any reason. The changed fees will apply only for the NiceHash Services provided after the change of the fees. All orders submitted prior the fee change but not necessarily completed prior the fee change will be charged according to the fees applicable at the time of the submission of the order.

PLEASE NOTE THAT MINING DIGITAL ASSETS IN GENERAL IS A HIGHLY COMPETITIVE ACTIVITY IN WHICH MINERS COMPETE AGAINST EACH OTHER TO VALIDATE A BLOCK ON THE BLOCKCHAIN. NICEHASH DOES NOT AND CANNOT GUARANTEE THAT YOU WILL VALIDATE A BLOCK AND EARN THE REWARD WITH THE PURCHASED PACKAGE. EASYMINING IS A HIGHLY SPECULATIVE ACTIVITY AND SHOULD BE EXERCISED WITH GREAT CAUTION WITH ADEQUATE TECHNICAL RESOURCES AND KNOWLEDGE.

If one of the purchased shares validates a block through the NiceHash EasyMining Pool, the user who committed that particular share is entitled to the Blockchain Reward. Please note that Blockchain Rewards are determined by each Blockchain and are outside of NiceHash's control. Before any reward can be claimed and Digital Assets transferred, the Blockchain needs to confirm the Coinbase transaction according to the Blockchain protocol (block maturation time) which is also out of NiceHash's control. Block maturation time is part of the Blockchain protocol and prevents a doublespend scenario, because there is a chance that the block will get "orphaned" (or "stale"). The user may not be eligible to claim the reward should such a scenario occur.

Please note that a successfully completed KYC procedure is mandatory in order to claim the Blockchain Reward.

NICEHASH TEAMMINING

NiceHash TeamMining is a service available for NiceHash users that allows them to purchase Hashing power jointly with other users in order to enhance the probability to find a block through mining operations on the NiceHash EasyMining Pool. General provisions for Hashing Power Buying service under this Terms of Service also apply for the NiceHash TeamMining service unless otherwise expressly stated in this section.

Users may access the product via NiceHash Website, NiceHash Mobile App or through the NiceHash API, whereas NiceHash may at any time enable or disable any of the functionalities. NiceHash provides users with packages indicating information about the availability, the mining algorithm for a specific Digital Asset, maximum number of possible Package Shares in a certain package and current number of Package Shares within the selected package along with the value of the Package Shares expressed in BTC and the probability of jointly validating a single block, the amount of the Blockchain reward for a validated block and the remaining time until it is possible to join the package. Probability is calculated considering the amount of so far committed Package Shares.

Multiple users may jointly place a Hashing Power Order through the NiceHash TeamMining service by joining an opened NiceHash TeamMining Package (mining lobby) up until the maximum value of Package Shares has been reached (the indicated maximum amount of the

Hashing Power Order has been reached) or until the indicated time on the NiceHash TeamMining Package / mining lobby has elapsed.

In order to join, the user is required to purchase at least one Package Share (commit at least the amount of 0.0001 BTC) of the total available Package Shares of the selected TeamMining Package. Each share is the minimum nominal contribution of the individual user to the joint Hashing Power Order, expressed in BTC. Users may choose to buy at least one Package Share and up to the total number of Package Shares, available in the selected TeamMining Package in order to participate.

Users may buy NiceHash TeamMining Package Shares only using Bitcoin and have to have sufficient funds on their NiceWallet before the purchase. NiceHash may enable payments from third party wallets in the future. Upon selecting the desired number of Package Shares of the selected NiceHash TeamMining Package the user shall be provided with information about the probability of finding a block with the selected NiceHash TeamMining Package, the potential total block reward, number of purchased Package Shares within the selected NiceHash TeamMining Package, potential share of the total block reward, and the total amount in BTC to be paid. Please note that the information provided, especially your potential block reward and the probability of finding a block may change as more users join the lobby or some users leave the lobby up until the lobby closes and the HashinPower Order is placed on the Hashing Power Marketplace. Users may check the current calculation at any time.

Once Package Shares of the selected NiceHash TeamMining Package have been successfully purchased, the user will return to the lobby. The joint Hashing Power Order will be placed as soon

as one of the indicated criteria is met: 1., all the available shares of the selected package are sold or 2., the indicated time to join the selected NiceHash TeamMining Package has elapsed .

Users who purchased shares from the NiceHash wallet may cancel their Package Shares up until the joint Hashing Power Order has been placed, ie. one of the above mentioned criteria has been met. **Users redeeming coupons or making direct payments from external wallets may not cancel their Package Shares, once purchased.** Please note that users of NiceHash TeamMining service purchase the Hashing power from Hashing Power Providers on the Hashing Power Marketplace, who get paid for the provided Hashing power by shares, based on the principle “pay-per-valid-share”.

Once the NiceHash Hashing Power Order is placed, NiceHash provides the user with the information about the exact start of the Hashing Power Order, its lifetime, approximate remaining time, the price of the Hashing power and the amount of committed Hashing power on the Hashing Power Order. NiceHash may provide also further information at its discretion.

The jointly purchased Hashing power is directed to the NiceHash EasyMining Pool according to the selected TeamMining Package.

By participating in the NiceHash TeamMining Package and placing the Hashing Power Order, users jointly participate in mining (committing shares to the NiceHash Mining Pool) according to the selected package. In case the shares committed to the pool by the group of users of a individual NiceHash TeamMining Package validates an individual block on the Blockchain of the selected Digital Asset, the participating users of that specific NiceHash TeamMining Package shall be entitled to the Blockchain Reward as determined by each individual Blockchain, reduced

by the applicable NiceHash service fee (NiceHash EasyMining Pool fee). In addition to that, the processing fee for Hashing Power Order applies. Each individual user/participant of the NiceHash TeamMining Package that finds a block, shall be entitled to the blockchain reward (after the fees are deducted) proportional to their contribution to the total amount of the HashingPower Order placed through the Nicehash TeamMining Package they participated in (proportional to the number of their shares in the specific NiceHash TeamMining Package as to the total number of Shares that were committed by all users participating in this specific NiceHash TeamMining Package) .

Please refer to the NiceHash Platform Website for more information about the fees which are applicable at the time of provision of services. NiceHash reserves the right to change these fees according to the provisions to change these Terms at any time for any reason. The changed fees will apply only for the NiceHash Services provided after the change of the fees. All orders submitted prior the fee change but not necessarily completed prior the fee change will be charged according to the fees applicable at the time of the submission of the order.

PLEASE NOTE THAT MINING DIGITAL ASSETS IN GENERAL IS A HIGHLY COMPETITIVE ACTIVITY IN WHICH MINERS COMPETE AGAINST EACH OTHER TO VALIDATE A BLOCK ON THE BLOCKCHAIN. NICEHASH DOES NOT AND CANNOT GUARANTEE THAT YOU WILL VALIDATE A BLOCK AND EARN THE REWARD BY JOINING THE PURCHASE OF A PACKAGE. TEAMMINING IS A HIGHLY SPECULATIVE ACTIVITY AND SHOULD BE EXERCISED WITH GREAT CAUTION WITH ADEQUATE TECHNICAL RESOURCES AND KNOWLEDGE.

If one of the jointly purchased shares finds a block through the NiceHash EasyMining Pool, the users who participated in the package that committed that particular share are entitled to the appropriate part of the Blockchain Reward. Please note that Blockchain Rewards are determined by each Blockchain and are outside of NiceHash's control. Before any reward can be claimed and Digital Assets transferred, the Blockchain needs to confirm the Coinbase transaction according to the Blockchain protocol (block maturation time) which is also out of NiceHash's control. Block maturation time is part of the Blockchain protocol and prevents a double spend scenario, because there is a chance that the block will get "orphaned" (or "stale"). The users may not be eligible to claim the reward should such a scenario occur.

Please note that a successfully completed KYC procedure is mandatory in order to claim the Blockchain Reward.

NICEHASH PRIVATE ENDPOINT

NiceHash Private Endpoint is a network interface that connects users privately and securely to NiceHash Stratum servers. Private Endpoint uses a private IP address and avoids additional latency caused by DDOS protection. All NiceHash Private Mining Proxy servers are managed by NiceHash and kept up-to-date.

Users can request a dedicated private access endpoint by filling in the form for NiceHash Private Endpoint Solution available at the NiceHash Platform. In the form the user specifies the email address, country, number of connections and locations and algorithms used. Based on the request NiceHash prepares an individualized offer based on the pricing stipulated on the NiceHash Platform, available at <https://www.nicehash.com/private-endpoint-solution>.

NiceHash may request additional information from the users of the Private Endpoint Solution in order to determine whether we are obligated to collect VAT from you, including your VAT identification number.

LIGHTNING NETWORK

Lightning Network uses micropayment channels to scale the Blockchain's capability to conduct transactions more efficiently. Transactions between participants inside the contract are made off the Blockchain. Only the first deposit to contract (creating the contract) and the last withdrawal (closing the contract) is seen on the Blockchain.

A Lightning Network node is a software that connects to the Lightning Network. The entire network is made from these nodes interacting with each other and the network strength is based on the number of nodes in the network.

Using the NiceHash Lightning Network node users can send and receive Bitcoin from the other nodes. Please refer to the NiceHash Website for more information on the maximum channel size allowed and Lightning Network transaction limits.

NiceHash shall not be held responsible and does not accept liability for the Lightning Network. Please note that NiceHash only manages the NiceHash Lightning Network node and has no influence on the overall network and other nodes out of its control. You understand that NiceHash has no influence over the Lightning Network transaction speeds and network fees which might be applicable depending on the transaction route.

You acknowledge that the use of the Lightning Network in general may be connected to risk of network failure and loss of funds, which is completely out of NiceHash's control. Lightning Network transactions might be delayed, rejected or may fail. NiceHash will not be held responsible for any of the above mentioned events and the consequences thereof. You expressly acknowledge and waive any claims against NiceHash or any of its partners or affiliates of direct or indirect loss in connection with the usage of the Lightning Network. The Lightning Network technology is an evolving endeavor and should be used with great caution with adequate knowledge.

INTELLECTUAL PROPERTY

NiceHash retains all copyright and other intellectual property rights, including inventions, discoveries, knowhow, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon over all content and other materials contained on NiceHash Platform or provided in connection with the Services, including, without limitation, the NiceHash logo and all designs, text, graphics, pictures, information, data, software, source code, as well as the compilation thereof, sound files, other files and the selection and arrangement thereof. This material is protected by international copyright laws and other intellectual property right laws, namely trademark. These Terms shall not be understood and interpreted in a way that they would mean assignment of copyright or other intellectual property rights, unless it is explicitly defined so in these Terms.

NiceHash hereby grants you a limited, nonexclusive and non-sublicensable license to access and use NiceHash's copyrighted work and other intellectual property for your personal or

internal business use. Such license is subject to these Terms and does not permit any resale, the distribution, public performance or public display, modifying or otherwise making any derivative uses, use, publishing, transmission, reverse engineering, participation in the transfer or sale, or any way exploit any of the copyrighted work and other intellectual property other than for their intended purposes. This granted license will automatically terminate if NiceHash suspends or terminates your access to the Services, NiceWallet or closes your NiceHash Account.

NiceHash will own exclusive rights, including all intellectual property rights, to any feedback including, but not limited to, suggestions, ideas or other information or materials regarding NiceHash Services or related products that you provide, whether by email, posting through our NiceHash Platform, NiceHash Account or otherwise and you irrevocably assign any and all intellectual property rights on such feedback unlimited in time, scope and territory. Any Feedback you submit is non-confidential and shall become the sole property of NiceHash. NiceHash will be entitled to the unrestricted use, modification or dissemination of such feedback for any purpose, commercial or otherwise, without acknowledgement or compensation to you. You waive any rights you may have to the feedback. We have the right to remove any posting you make on NiceHash Platform if, in our opinion, your post does not comply with the content standards defined by these Terms.

PRIVACY POLICY

Please refer to our NiceHash Platform and Mining Services Privacy Policy published on the NiceHash Platform for information about how we collect, use and share your information, as well as what options do you have with regards to your personal information.

COMMUNICATION AND SUPPORT

You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures that NiceHash provides in connection with your NiceHash Account or use of the NiceHash Platform and Services. You agree that NiceHash may provide these communications to you by posting them via the NiceHash Account or by emailing them to you at the email address you provide. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy.

It is your responsibility to keep your email address updated in the NiceHash Account so that NiceHash can communicate with you electronically. You understand and agree that if NiceHash sends you an electronic communication but you do not receive it because your email address is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, it will be deemed that you have been provided with the communication. You can update your NiceHash Account preferences at any time by logging into your NiceHash Account. If your email address becomes invalid such that electronic communications sent to you by NiceHash are returned, NiceHash may deem your account to be inactive and close it.

You may give NiceHash a notice under these Terms by sending an email to support@nicehash.com or contact NiceHash through support located on the NiceHash Platform. All communication and notices pursuant to these Terms must be given in English language.

FEES

Please refer to the NiceHash Platform for more information about the fees or administrative costs which are applicable at the time of provision of services. NiceHash reserves the right to change these fees according to the provisions to change these Terms at any time for any reason. The changed fees will apply only for the Services provided after the change of the fees.

You authorize us, or our designated payment processor, to charge or deduct your NiceHash Account for any applicable fees in connection with the transactions completed via the Services.

TAX

It is your responsibility to determine what, if any, taxes apply to the transactions you complete or services you provide via the NiceHash Platform, Mining Services and NiceWallet, it is your responsibility to report and remit the correct tax to the appropriate tax authority and all your factual and potential tax obligations are your concern. You agree that NiceHash is not in any case and under no conditions responsible for determining whether taxes apply to your transactions or services or for collecting, reporting, withholding or remitting any taxes arising from any transactions or services. You also agree that NiceHash is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues.

All fees and charges payable by you to NiceHash are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon our request, you will provide to us any information that we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify NiceHash and will pay NiceHash any additional amounts necessary to ensure that the net amount received by NiceHash, after any deduction

and withholding, equals the amount NiceHash would have received if no deduction or withholding had been required. Additionally, you will provide NiceHash with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

FINAL PROVISIONS

Natural persons and legal entities that are not capable of holding legal rights and obligations are not allowed to create NiceHash Account and use NiceHash Platform or other related services. If NiceHash becomes aware that such natural person or legal entity has created the NiceHash Account or has used NiceHash Services, NiceHash will delete such NiceHash Account and disable any Services and block access to NiceHash Account and NiceHash Services to such natural person or legal entity.

If you register to use the NiceHash Services on behalf of a legal entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf.

These Terms do not create any third-party beneficiary rights in any individual or entity.

These Terms forms the entire agreement and understanding relating to the subject matter hereof and supersede any previous and contemporaneous agreements, arrangements or understandings relating to the subject matter hereof to the exclusion of any terms implied by law that may be excluded by contract.

If at any time any provision of these Terms is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of every other provisions will not in any way be impaired. Such illegal, invalid or unenforceable provision of these Terms shall be deemed to be modified and replaced by such legal, valid and enforceable provision or arrangement, which corresponds as closely as possible to our and your will and business purpose pursued and reflected in these Terms.

Headings of sections are for convenience only and shall not be used to limit or construe such sections.

No failure to enforce nor delay in enforcing, on our side to the Terms, any right or legal remedy shall function as a waiver thereof, nor shall any individual or partial exercise of any right or legal remedy prevent any further or other enforcement of these rights or legal remedies or the enforcement of any other rights or legal remedies.

NiceHash reserves the right to make changes, amendments, supplementations or modifications from time to time to these Terms including but not limited to changes of licence agreement for NiceHash Mining Software and of any fees and compensations policies, in its sole discretion and for any reason. We suggest that you review these Terms periodically for changes. If we make changes to these Terms, we will provide you with notice of such changes, such as by sending an email, providing notice on the NiceHash Platform, placing a popup window after login to the NiceHash Account or by posting the amended Terms on the NiceHash Platform and updating the date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting for any new users of the NiceHash Services. In all other cases, the

amended Terms will become effective for preexisting users upon the earlier of either: (i) the date users click or press a button to accept such changes in their NiceHash Account, or (ii) continued use of NiceHash Services 30 days after NiceHash provides notice of such changes. Any amended Terms will apply prospectively to use of the NiceHash Services after such changes become effective.

The notice of change of these Terms is considered as notice of termination of all rights and obligations between you and NiceHash derived from these Terms with notice period of 30 days, if you do not accept the amended Terms. If you do not agree to any amended Terms, (i) the agreement between you and NiceHash is terminated by expiry of 30 days period which starts after NiceHash provides you a notice of change of these Terms, (ii) you must discontinue using NiceHash Services and (iii) you must inform us regarding your disagreement with the changes and request closure of your NiceHash Account. If you do not inform us regarding your disagreement and do not request closure of your NiceHash Account, we will deem that you agree with the changed Terms. You may not assign or transfer your rights or obligations under these Terms without the prior written consent of NiceHash. NiceHash may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

These Terms shall be governed by and construed and enforced in accordance with the Laws of the British Virgin Islands, and shall be interpreted in all respects as a British Virgin Islands contract. Any transaction, dispute, controversy, claim or action arising from or related to your access or use of the NiceHash Platform or these Terms of Service likewise shall be governed by the Laws of the British Virgin Islands, exclusive of choice-of-law principles.

The rights and remedies conferred on NiceHash by, or pursuant to, these Terms are cumulative and are in addition, and without prejudice, to all other rights and remedies otherwise available to NiceHash at law.

NiceHash may transfer its rights and obligations under these Terms to other entities, which includes NICEX Ltd or other parent or sister company, or any other firm or business entity that directly or indirectly acquires all or substantially all of the assets or business of NICEHASH Ltd If you do not consent to any transfer, you may terminate this agreement and close your NiceHash Account.

These Terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms, please contact NiceHash and immediately navigate away from the NiceHash Platform. Do not use the NiceHash Mining Services, NiceWallet or other related services until you and NiceHash have agreed upon new terms of service.

NICEHASH PLATFORM & MINING SERVICES PRIVACY POLICY

This Privacy Policy ("Policy") explains how NICEHASH Ltd., company organized and existing under the laws of the British Virgin Islands, with registered address at Intershore Chambers, Road Town, Tortola, British Virgin Islands, registration number: 2048669 and H-BIT, d.o.o., a limited liability company organized and existing under the laws of Slovenia, with registered address at Radvanjska cesta 128, 2000 Maribor, Slovenia, registration number: 6633994000 ("NiceHash," "we" or "us "), collects, uses, discloses and protects your personal information regarding the use of the NiceHash Platform and Mining Services.

This Policy along with the NiceHash Platform Terms of Use and NiceHash Mining Terms of Service ("Terms") provide the basis for the collection, use, processing and protecting your information. This Policy also explains what options our users have with regards to their personal information. For more information on the definitions of terminology used in this Policy please refer to our Terms.

Personal information means any data relating to an identified or identifiable natural person. This Policy applies to information we collect when you access or use NiceHash Platform, NiceHash Hashing power marketplace, NiceHash API, NiceHash OS, NiceHash Mining Software including licence for NiceHash Miner, NiceHash Private Endpoint, NiceHash Account, NiceHash Mobile applications and all other software products, applications and services associated with these products (collectively, "NiceHash Platform and Services") or otherwise interact with us as described below. We are compliant with applicable laws in the countries in which we operate. By using the NiceHash Platform or Mining Services or interacting with us as described below, you confirm that you are aware of this Privacy Policy.

Users subject to the data migration due to the terms and conditions changes on the NiceHash Platform dated March 1, 2021 must confirm and accept the transfer of the data collected, processed and controlled by H-BIT d.o.o. during the usage of the NiceHash Services prior to the changes, by accepting this Policy and confirming the transfer to NICEHASH Ltd under the provisions of this Policy and Terms.

We may amend this Privacy Policy from time to time. If we make changes, we will notify you by revising the date at the bottom of this Policy, and in some circumstances, we may provide you with additional notice, including, for example, by adding a statement to the homepage of the NiceHash Services or by sending you an email notification. We strongly encourage you to review the Privacy Policy whenever you access or use NiceHash Platform to stay informed about our information practices and your privacy rights and choices.

1. DATA WE COLLECT

We collect information you provide directly to us and we also get some information about you when you interact with NiceHash Services. For example, we collect information about you when you create an online account, complete a transaction, fill out a form, complete a verification (KYC) procedure as a security measure, use our software products and mobile applications, respond to surveys, post messages to our forums or wikis or otherwise communicate with us.

Bitcoin or other Digital Asset address does not in itself allow us to identify an individual person and would as such in certain jurisdictions not be considered Personal Data. In such jurisdictions, if non-personal data is combined with Personal Data, the combined information will be treated as Personal Data for as long as it remains combined.

The types of information we may collect are as follows:

- Account information, such as username, password, two-factor authentication keys, Account settings and preferences;
- Computer or mobile device information, including IP address, operating system, network system, browser type and settings;
- Contact information, namely your email address and phone number;
- Your bitcoin address or other Digital Assets addresses;
- Information about transactions and usage of the NiceHash Platform and NiceHash Mining Services;
- Any information that might be required for the tax purposes, namely your VAT identification number;
- When applicable, your personal information, such as your name, surname, company name, email, address and nationality (registered seat of the legal entity), bank account, ID number and image of the ID document, date and place of birth, personal picture, phone number, utility bill and other data relating to user verification (KYC) procedure (hereinafter "User Data");
- Transaction history data.

2. HOW WE USE YOUR DATA

2.1. SERVICES

We use your data to operate effectively, in a secure manner and to provide the best experience with our services.

We use your data to:

- authorize your access to the NiceHash Platform and usage of Services,
- manage your NiceHash Account,
- to provide customer support and send you technical notices, notices about your transactions, updates, security alerts and support and administrative messages,
- to process transactions,
- to help prevent potentially prohibited or illegal activities and enforce our user agreement.

With the help of the data you provide us and with linking or combining it with information we obtain from others, we personalize, measure and improve the NiceHash Services. Any optional personal data that you choose to disclose within your profile settings will be solely used for identification and communication purposes and will not be processed or shared in any other way.

We may also carry out any other purpose for which the data was collected, to the extent such purpose is necessarily contemplated by the collection of such information or as otherwise notified in the NiceHash Services at the time of collection.

We use third party services to help us provide our services effectively (e.g., maintenance, analysis, audit, transactions, fraud detection, marketing and development). They will have access to your information as reasonably necessary to perform these tasks on our behalf and are obligated not to disclose or use it for other purposes.

2.2. COMMUNICATIONS

We use your email address to get in contact with you, to deliver marketing and promotional offers on behalf of NiceHash and others.

You may opt out of receiving promotional communications from us by following the instructions in those communications. You may also opt out of receiving our newsletter or certain administrative emails by modifying your communications preferences through the settings feature of your online account. If you opt out of receiving promotional communications, we may still send you transactional or relationship messages, such as those about your account or our ongoing business relations.

2.3. ADVERTISING

We target (and measure the performance of) ads to users, visitors and others both on and off our services directly or through a variety of partners. We are using data from advertising technologies on and off NiceHash Services, like web beacons, pixels, ad tags, cookies, and device identifiers.

3. HOW AND WHY WE SHARE YOUR DATA

We will only use and disclose your personal information internally in order to:

- understand and meet your needs and preferences;
- develop new and enhance existing service and product offerings;
- manage and develop our business and operations;
- carry out any purposes for which we have received your consent;
- meet legal and regulatory requirements.

We may disclose any information we collect about you, whether you are a current or former customer, with law enforcement, data protection authorities, government officials, and other authorities, when:

- compelled by subpoena, court order or other legal procedure;
- we believe the disclosure is necessary to prevent physical harm or financial loss;
- disclosure is necessary to report suspected illegal activity;
- disclosure is necessary to investigate violations of this Policy or our Terms;
- we obtain your consent or at your direction.

Other than in connection with a merger, sale of NICEHASH's assets, financing or acquisition, we will not sell or rent any of your information to third parties for their own marketing purposes.

4.1. TRANSFER OF DATA TO COUNTRIES OUTSIDE THE EU/EEA

We do not transfer any personal data to countries outside the EU/EEA. The Processing of Personal Data takes place exclusively in countries in the EU/EEA.

4.2. SHARING DATA WITH THIRD PARTY SERVICE PROVIDERS

3.1.1. EXCHANGE SERVICE

We share some of your data with third party service providers for analytic purposes in order to use your data as described in section 2.

When user enables EUR Exchange Services provided by FintechX OÜ the following data might be shared with FintechX OÜ in order to perform the requested services:

- Contact information, namely your email address;
- Public blockchain addresses;
- Information regarding your usage of the NiceHash Platform or Mining Services;
- When applicable, any information that might be required for the tax purposes;

- When applicable, User Data;

For more information please refer to KRIPTOMAT Privacy Policy, accessible at <https://kriptomat.io/privacy-policy/>.

When applicable, User Data shall be processed by a third party SUM AND SUBSTANCE LTD incorporated and registered in England with company number 09688671, whose registered office is at 80 Wood Ln, Central Working White City, London, United Kingdom, W12 0BZ. (hereinafter “Sum&Sub”). NICEX is the controller of the personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter “GDPR”). Sum&Sub is an experienced identity verification company that will process User Data for the purposes of AML/CTF and security measures and has sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of GDPR and ensure the protection of the rights of the data subject. For more information please refer to Sum&Sub Privacy policy available at <https://sumsub.com/privacy-notice-service/>.

We have data processing agreements in place with its providers, ensuring compliance with GDPR. All hosting is performed in accordance with the highest security regulations. All transfers of data internally are done in accordance with this data processing agreement. All User data, which is collected and processed within the KYC procedure by Sum&Sub and are stored on servers in European data regions. Such personal data is not transmitted to other data regions.

We use Coinfirm Limited services for the usage of blockchain address to conduct investigations, compliance, and risk management checks. We share public blockchain addresses. For more information please refer to Coinfirm Privacy policy available at <https://www.coinfirm.com/privacy-policy/>.

3.2. AUTOMATED DECISION MAKING AND PROFILING

If we make a decision about you based solely on an automated process that affects your ability to access NiceHash Services or has another significant effect on you, you can request not to be subject to such a decision, unless such decision is necessary for entering into, or the performance of a contract between you and us. Even if a decision is necessary for entering into or performing a contract, you may contest the decision and require human intervention. In case you contest such a decision, we may not be able to offer our products or services to you.

4. LEGAL BASIS FOR PROCESSING DATA

We collect, use and share data as described above.

We will only collect, process and use personal data about you where we have lawful bases. Lawful bases include:

- when it is necessary for the performance of our contract with you, to prepare for entering into a contract at your request (e.g. for services provided by one of our partners) or otherwise to protect your vital interests;
- where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests. Legitimate interests mean the interests of our organization to conduct and manage our business to enable us to better serve you and provide you with a secure experience of the Exchange Services;
- as may be required to comply with any legal or regulatory obligations that may apply to us, for instance under anti-money laundering and sanctions regimes;
- consent where you have given your consent.

Where we rely on your consent to process personal data, you have the right to withdraw or decline your consent at any time and where we rely on legitimate interests, you have the right to object. If you have any questions about the lawful bases upon which we collect and use your personal data, please contact our Data Protection Officer at dpo@nicehash.com.

4.1. TRANSFER OF DATA TO COUNTRIES OUTSIDE THE EU/EEA

We do not transfer any personal data to countries outside the EU/EEA. The Processing of Personal Data takes place exclusively in countries in the EU/EEA.

4.2. SHARING DATA WITH THIRD PARTY SERVICE PROVIDERS

We share some of your data with third party service providers for analytic purposes in order to use your data as described in section 3 of this Policy.

When you enable EUR Exchange Services provided by FintechX OÜ the following data might be shared with FintechX OÜ in order to perform the requested services:

- Contact information, namely your email address and phone number;
- Public blockchain addresses;
- Information regarding your usage of the NiceHash Platform or Mining Services;
- When applicable, any information that might be required for the tax purposes;
- When applicable, User Data.

For more information please refer to KRIPTOMAT Privacy Policy, accessible at <https://kriptomat.io/privacy-policy/>.

When applicable, User Data shall be processed by a third party, SUM AND SUBSTANCE LTD., incorporated and registered in England with company number 09688671, whose registered office is at 80 Wood Ln, Central Working White City, London, United Kingdom, W12 0BZ. (hereinafter "Sum&Sub"). NICEX is the controller of the personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). Sum&Sub is an experienced identity verification company that will process User Data for the purposes of AML/CTF and security measures and has sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of GDPR and ensure the protection of the rights of the data subject.

For more information please refer to Sum&Sub Privacy policy available at <https://sumsub.com/privacy-notice-service/>.

We are sharing data gathered from cookies, device identifiers and usage data with:

- Facebook SDK to track and examine the use of NiceHash Miner and NiceHash Platform to prepare reports and analysis;
- Google Analytics to track and examine the use of NiceHash Platform in order to prepare reports and analysis.

4.2.3. ADVERTISING AND ANALYTICS (Non-Personally Identifiable Information Only).

We use third-party analytics and advertising providers to help us analyse and improve our services. We are sharing data gathered from cookies and usage data and do not share information that personally identifies you. We use analytic tool Facebook Pixel to measure the effectiveness of our advertising, to understand your actions on NiceHash Platform and to optimize our advertising. We also use Google AdWords to connect data gathered from Google AdWords advertising network with actions performed on NiceHash Platform.

5. YOUR CHOICES AND OBLIGATIONS

5.1. DATA RETENTION

We retain personal data for as long as necessary to fulfil the purposes described in this Policy, subject to our own legal and regulatory obligations. In accordance with our record keeping

obligations, we will retain basic account information and information about performed transactions for at least 5 years after the account is closed.

5.2. ACCESSING AND CONTROLLING YOUR PERSONAL DATA

Regarding your personal data, you have the following rights:

The right to be informed

- You may ask us whether we are processing your Personal Data and, if so, what data we are Processing and, if requested, provide with a copy of that information within 30 days from the date of the request.

The right of access

- You may ask us to provide you a copy of your Personal Data, and other supplementary information.

The right to rectification

- You may ask us to rectify your Personal Data. The Personal Data can be rectified if they are inaccurate or incomplete. Our Data Protection Officer will make sure that we will rectify any inaccurate Personal Data that relates to the Data Subject without undue delay, and in any event within 30 days.

The right to erasure

- You may ask us to delete the Personal Data that we have about you. We will delete the data that we are not legally obliged to keep, but since some of the data is necessary to provide NiceHash Services to you, you will not be able to use the NiceHash Services after the deletion.

The right to restrict processing

- You may ask us to restrict the Processing of Personal Data. You can request that we stop using all or some of your personal data (e.g. if you feel that we don't have a legal right to keep using it), or to limit the use of it (e.g. if your Personal Data is inaccurate or unlawfully held).

The right to data portability

- You may ask our Data Protection Officer to receive personal Data that you have provided to us, in a structured, commonly used and machine readable format. You may also ask our Data Protection Officer, that we transmit this data to a third party of your choice.

The right to object

- You may object to the Processing of your Personal Data at any time. This effectively allows you to stop or prevent us from Processing your Personal Data. An objection may be in relation to all of the Personal Data we hold about you or only to certain information. It may also only relate to a particular purpose we are Processing the Personal Data for. Some of the data is necessary to provide NiceHash Services to you. Therefore if you object to Processing of such data, you may not be able to use the NiceHash Services anymore.

Rights in relation to automated decision making and profiling

- You have the right to object to decisions based solely on computer processing and to question the decisions made about you by a computer. You can have any decisions explained to you and also ask for a person to be involved in the decision making, particularly if the decision has a significant effect on you. You cannot object to automated decision making, including profiling, if it's required for a contract you have entered into, if it is required by law or if you have given your explicit consent.

You can make a request for any of the above mentioned actions by sending an email to dpo@nicehash.com.

5.3. ACCOUNT INFORMATION AND ACCOUNT CLOSURE

You may access and review or update your NiceHash Account information at any time by logging into your account.

If you choose to close your NiceHash Account, please navigate through the NiceHash Account settings and request to close the NiceHash Account. If for any reason you can not close the account via Account settings, please contact us at dpo@nicehash.com. Your account will be closed within 30 days of receiving your request.

If you made no transactions during the time of use of the NiceHash Platform, your personal data will be deleted within 30 days. However if you made one or more transactions during the time of use of the NiceHash Platform, we will retain your personal data even after you have closed your account if reasonably necessary to comply with our legal obligations, meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse or enforce our Terms of Service. The retained data will be pseudonymised and fully encrypted.

If you have EUR Exchange Services enabled on your account and you decide to close your NiceHash Account, the closure request will be forwarded to FintechX OÜ aswell. The closure of your KRIPTOMAT account will be arranged in accordance with the KRIPTOMAT Privacy Policy. For more information on how to close your KRIPTOMAT account, refer to support@kriptomat.io.

6. SECURITY

We implement reasonable security practices and procedures to help protect the confidentiality and security of your information, including any non-public personal information.

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Policy. All data you provide to us is processed and stored on our secure servers within the EU.

We use a variety of security measures to ensure the confidentiality, integrity, availability and privacy of your Personal information and to protect your data from loss, theft, unauthorised access, misuse, alteration or destruction. These security measures include but are not limited to:

- Password protected directories and databases;
- Preventing any unauthorized physical access, damage and interference to information and information processing areas;
- Vulnerability Scanning and regular penetration testing;
- Encryption of sensitive data during transfer and at rest;
- 2-factor authentication;
- Logging of activities performed on the platform;
- Access controls;
- other measures to mitigate risks identified during the risk assessment process.

We protect your information using reasonable physical, technical and administrative security measures, including by limiting access to your information to employees with a need to know such information. To make sure your personal information is secure, we communicate our privacy and security guidelines to our employees and strictly enforce privacy safeguards within the company.

6.1. SECURITY AUDITS

We regularly implement security audits of our own work with safeguarding of Personal Data from unauthorized or unlawful access, alteration, erasure, damage, loss, or unavailability. Security audits shall include the party's security objectives and security strategy, security organization, guidelines and procedures for security work, established technical, physical and organizational security measures and its sub-contractors work on information security. It also includes routines for notification of joint controllers in the event of security breaches and routines for testing of contingency and continuity plans.

7. COOKIES

Cookies are small text files that are placed on your computer by websites that you visit. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site. They are typically stored on your computer's hard drive.

We use both session and persistent cookies. Session cookies expire when you log out of your account or close your browser. Persistent cookies remain on your computer or mobile device until you erase them or they otherwise expire. Most web browsers are set to accept cookies by default. You are free to decline most of our cookies if your browser or browser add-on permits, but choosing to remove or disable our cookies may interfere with your use and functionality of the Exchange Services. Additionally, we may use certain persistent cookies that are not affected by your browser settings, but will use such cookies solely for identity verification and fraud prevention purposes. You may refuse cookies by turning them off in your browser, however, you should be aware that our site, like most other popular sites, may not work well with cookies disabled. For more information about cookies and how to block, delete or disable them, please refer to your browser instructions, or contact us.

8. COMPETENT SUPERVISORY AUTHORITY

In relation to all procedures relating to the collection, processing and storage of personal data, Data Subjects have the right to appeal to the Information Commissioner of the Republic of Slovenia, who is the lead supervisory authority in the scope of Article 56 of the GDPR.

The contact information is available on the following website: <https://www.ip-rs.si/0-pooblascencu/osebna-izkaznica>.

9. CONTACT US

You may give NiceHash a notice under this Policy by sending an email to dpo@nicehash.com. All communication and notices pursuant to this Policy must be given in English language. You shall receive an answer from our Data Protection Officer within 30 days of receiving the e-mail.