TERMS OF USE FOR BIXBIT PRODUCTS

Effective Date: 11.03.2022

Company: ICS ENGINEERING Sp. z o.o., registered in Poland, with its registered office at ul. Ogrodowa 38, 16-100 Sokółka, Polska.
NIP: 5451824817, **REGON:** 521456573, **KRS:** 0000959890

Website: https://bixbit.io/en

1. GENERAL PROVISIONS

1.1. This Agreement (the "Agreement") constitutes a legally binding contract between ICS ENGINEERING Sp. z o.o. (the "Company") and any individual or legal entity (the "User") who downloads, installs, or otherwise uses the software products BiXBiT Firmware or BiXBiT AMS (the "Software").

1.2. By downloading, installing, or using the Software, the User acknowledges that they have read, understood, and agreed to be bound by the terms and conditions set forth in this Agreement. If the User does not agree to these terms, they must not download, install, or use the Software.

1.3. The Software is subject to certain terms and conditions as outlined in this Agreement. The Agreement applies to Users worldwide, regardless of jurisdiction, unless prohibited by local laws or regulations.

1.4. **Language Versions:** This Agreement is provided in English and other languages for convenience. In the event of any discrepancies between the language versions, the English version shall prevail.

2. PRODUCT DESCRIPTIONS

2.1. **BiXBiT Firmware:** Firmware that controls and monitors the operation of ASIC devices (mining hardware). It contains the operating system and necessary software components required for the efficient and proper functioning of the hardware. The Firmware is compatible with various ASIC models.

2.2. **BiXBiT AMS:** A cloud-based Automated Monitoring System that enables Users to track and manage their mining equipment remotely. The system provides real-time data on power consumption, chip and board temperatures, error statuses, chip performance,

and more. Users can remotely adjust settings, including changing mining pools, restarting devices, and starting/stopping mining operations.

2.3. Both products are intended solely for use with mining hardware and related activities. Any use outside the intended purpose may result in the termination of this Agreement.

3. SCOPE OF LICENSE

3.1. The Company grants the User a non-exclusive, worldwide, perpetual or fixed-term license to use the Software for personal or commercial purposes as outlined in this Agreement.

3.2. **Unlimited Installations:** Users are permitted to install and use the Software on an unlimited number of devices owned or operated by the User. There are no restrictions on the number of installations.

3.3. **Developers Fee (DevFee):** The User acknowledges that BiXBiT Firmware includes a Developers Fee (DevFee) mechanism, whereby percentage of the total hashrate is automatically deducted during device operation to support ongoing development and maintenance of the Software.

3.4. **Transfer of License:** The User may transfer the license to third parties, provided that the third party agrees to be bound by the terms of this Agreement. The Company does not place any restrictions on the number of transfers but assumes no liability for any issues that may arise from such transfers.

3.5. **Term and Termination:** The license granted under this Agreement remains in effect until terminated by the User or the Company. The User may terminate the license by discontinuing use of the Software and uninstalling it from all devices. The Company reserves the right to terminate the license at any time if the User breaches any terms of this Agreement, and the Company will not be liable for any damages or losses caused by such termination.

4. USER RESPONSIBILITIES

4.1. **Compliance with Local Laws:** The User agrees to comply with all applicable local, national, and international laws and regulations in connection with the use of the Software. This includes compliance with laws governing the operation of mining equipment, cryptocurrency, data protection, and software licensing in the User's jurisdiction.

4.2. **Proper Use of Software:** The User must:

- Ensure that the Software is used exclusively for its intended purpose, i.e., monitoring and controlling mining hardware.
- Refrain from engaging in activities that could harm, disrupt, or interfere with the proper functioning of the Software or related systems (e.g., reverse engineering, bypassing security measures, or unauthorized access).
- Not use the Software to mine cryptocurrencies in countries where such activity is illegal.

4.3. **Security and Data Protection:** The User is responsible for the security of their hardware and Software installation. This includes:

- Ensuring that their mining hardware is protected from cybersecurity threats, including malware, viruses, and unauthorized access.
- Safeguarding their login credentials and account information for BiXBiT AMS.
- Notifying the Company immediately in the event of any unauthorized access or breach.

5. PROHIBITED USES

5.1. The User agrees not to:

- Use the Software in a manner that violates the rights of others, including intellectual property rights or privacy rights.
- Use the Software to engage in illegal activities, including but not limited to money laundering, fraud, or the unauthorized creation of cryptocurrencies.
- Modify, decompile, reverse-engineer, or create derivative works based on the Software, except as expressly permitted by law, such as under **Directive 2009/24/EC** on the legal protection of computer programs.

6. DISCLAIMER OF WARRANTIES

6.1. The Software is provided "as is" and "as available," without any express or implied warranties. To the fullest extent permitted by law, the Company disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

6.2. The Company does not guarantee that the Software is compatible with all hardware configurations, operating systems, or specific ASIC models.

7. LIMITATION OF LIABILITY

7.1. To the fullest extent permitted by applicable law, the Company shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages, including but not limited to:

- Loss of profits, revenue, or business opportunities.
- Loss of data, including any mining data or cryptocurrency holdings.
- Damage to hardware or software caused by the installation or use of the Software.

7.2. The User acknowledges and agrees that the Company's total aggregate liability for any claims related to the Software or this Agreement shall not exceed the amount paid by the User for the Software (if any). For free Software, the Company's liability is limited to the extent permitted by applicable law.

7.3. The Company shall not be liable for any damages arising from force majeure events, including but not limited to acts of God, natural disasters, cyber-attacks, labor strikes, or other circumstances beyond its reasonable control.

7.4. If the Company transfers the Software or its elements to other persons by license, assignment or other means, the Company shall not bear any responsibility for the quality, functionality or any consequences associated with the use of the Software by third parties. The Company does not guarantee and shall not be liable for the compliance of the Software with the requirements of the User or other persons, its uninterrupted operation, as well as for any direct, indirect, incidental or consequential damages arising from the transfer, use or inability to use the Software for its intended purpose. The User assumes full responsibility for any risks associated with the transfer and use of the Software by third parties.

8. DATA COLLECTION AND PRIVACY

8.1. **BiXBiT Firmware** does not collect or transmit any personal data or device usage data from the User.

8.2 **BiXBiT AMS** requires User registration, which includes providing e-mail, equipment operation log files and network data, IP addresses, equipment metadata. The Company will process and store this information in accordance with its Privacy Policy.

8.3. The Company may collect **telemetry data** from devices using the Software, such as performance metrics, error reports, and usage statistics, solely for the purpose of improving the Software's functionality and reliability. No personal information is collected through cookies or similar tracking technologies.

8.4. **GDPR Compliance:** The Company complies with the **General Data Protection Regulation (GDPR)**, as well as any other applicable data protection laws. Users have the right to access, correct, delete, or object to the processing of their personal data. Detailed information on these rights and how to exercise them is provided in the Privacy Policy.

9. SOFTWARE UPDATES AND MODIFICATIONS

9.1. The Company may periodically release updates, patches, or new versions of the Software to address bugs, enhance security, or introduce new features. The User is encouraged to install such updates to ensure optimal performance and security of the Software.

9.2. The Company reserves the right to modify or discontinue any part of the Software at any time without prior notice. If the User does not agree with any changes made to the Software or this Agreement, they must cease using the Software and uninstall it.

9.3. Continued use of the Software after any modification of this Agreement constitutes acceptance of the modified terms.

10. SUPPORT AND COMMUNICATION

10.1. **Support Channels:** The Company offers technical support via Telegram chat or other communication channels specified on the Company's website. Support is provided for issues related to installation, configuration, and basic troubleshooting of the Software.

10.2. The Company reserves the right to limit or discontinue support services at its discretion, particularly in cases where the User is found to be in breach of this Agreement or is misusing the Software.

10.3. The Company may communicate with Users via email or other means (including through the Telegram chat) for purposes related to product updates, critical security information, or technical issues.

11. GOVERNING LAW AND JURISDICTION

11.1. This Agreement is governed by and construed in accordance with the laws of Poland and the European Union, without regard to conflict of law principles.

11.2. Any disputes arising out of or related to this Agreement shall be resolved by the competent courts in Poland, unless mandatory law requires otherwise. The User agrees to the exclusive jurisdiction of the courts in Poland for any legal proceedings related to this Agreement.

11.3. If any provision of this Agreement is found to be unenforceable or invalid by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remainder of the Agreement shall remain in full force and effect.

12. MISCELLANEOUS PROVISIONS

12.1. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue to be fully valid and enforceable.

12.2. **No Waiver:** The Company's failure to enforce any provision of this Agreement does not constitute a waiver of its rights to enforce the provision later.

12.3. **Entire Agreement:** This Agreement constitutes the entire understanding between the User and the Company regarding the Software, superseding any prior agreements, communications, or representations.

12.4. **Assignment:** The User may not assign this Agreement or any rights or obligations under it without the prior written consent of the Company. The Company may assign this Agreement without restriction, including to its successors or acquirers.

12.5. **Force Majeure:** The Company shall not be liable for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, labor disputes, or supply chain disruptions.

CONTACT INFORMATION:

If you have any questions regarding this Agreement or the Software, you may contact us at:

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