

Mining machine rental agreement

Dear ekbit users:

ekbit (hereinafter referred to as "we") is committed to the mining-as-a-service philosophy, delivering cloud mining services with multiple algorithms and currencies through cutting-edge technology. By providing mining hardware/solutionary power for sale or lease to clients, while offering entrusted management and maintenance services, we deliver a one-stop solution that delivers cryptocurrency mining capabilities of varying scales tailored to client needs.

The following constitutes our Terms of Service. Through your use of our website platform, both parties are bound by these terms to establish legally binding rights and obligations. Please carefully review this agreement, paying particular attention to the bolded sections, to fully understand all terms and conditions. If you have any questions about this contract, do not proceed with further actions.

By using the Platform Services, confirming this Agreement through web pages or otherwise accepting this Agreement, you shall be deemed to have fully understood all terms of this Agreement and agree to enter into this Agreement with us.

If you have any doubts or objections to the contents of this Agreement before you agree to enter into this Agreement, please contact us so that we can explain and explain them to you so that you can fully understand and help you decide whether to accept this Agreement and use our services.

In accordance with relevant laws and regulations, through equal and voluntary negotiation, both parties hereby reach the following agreed terms for the leasing (purchase) of mining machines/computing power by Party A from ekbit and entrusting ekbit to provide hosting services, which shall be jointly observed and implemented by both parties:

I. Mining machine leasing (purchase)

1.1 The information of mining machines/computing power that ekbit provides you with leasing (purchase) entrusted management services is shown in the relevant order.

1.2 Rent or buy mining machines/computing power: ekbit provides users with specified models and quantities of mining machines/computing power, and users can choose

(1) The user may obtain the right to use or ownership of mining machines/computing power through leasing or (2) purchase during the term of this agreement. However, regardless of the method chosen, the user agrees to simultaneously entrust ekbit with the management of the mining machines to maximize computing power utilization and safeguard user rights to the greatest extent possible. If the user entrusts ekbit with managing the mining machines through purchase for over 24 months, the user has the right to terminate the entrusted management service by giving ekbit written notice in advance (typically 30 days prior to ensure ekbit has sufficient preparation time), and may arrange for the mining machines to be transported to a pre-designated address.

II. Content of entrusted management services for mining machines

2.1 Site supporting services: ekbit provides hosting services for users who rent or buy mining machines, including main site, power supply, broadband network, security monitoring, host management and troubleshooting, and assists Party A or manufacturers to carry out maintenance.

2.2 Daily monitoring service: ekbit conducts daily monitoring to ensure the smooth operation of mining machines leased or purchased by users and entrusted for management.

2.3 Network and information security: ekbit has the obligation to cooperate with relevant state departments in handling Internet and information security work as required.

2.4 Safety of mining machines and compensation: ekbit shall guarantee the safety of the equipment entrusted by Party A for management, and ensure that the equipment is not lost or damaged. If the equipment is lost or damaged, Party B shall compensate Party A for the equipment according to the price.

2.5 Transportation of Mining Equipment: For mining equipment purchased by users, ekbit is responsible for domestic-to-overseas transportation, logistics, and insurance coverage during transit. Freight charges are calculated based on actual expenses incurred. However, ekbit must notify users in advance to confirm the chosen transportation method, insurance type, and other relevant details before finalizing arrangements. This ensures that users' aforementioned costs remain within reasonable market price ranges (Note: These transportation terms do not apply to self-purchased mining equipment).

III. Duration of lease and management by commission

3.1 No matter whether it is leased or purchased, the operation period of the mining machine entrusted by the user is: the agreed lease duration or 12 Months (starting from the date when the user pays the rental or purchase fee, and the website will notify the user in writing of the starting date).

3.2 If a user purchases mining equipment and entrusts management for over one year, they may terminate ekbit's custody authorization by giving 30 days' written notice before the second management cycle ends. ekbit may negotiate with the user to cease operations at an appropriate time and assist Party A in equipment transportation. However, ekbit shall no longer bear any management responsibilities for the mining equipment after delivery to the designated first carrier, particularly regarding equipment safety, damage compensation, or liability for third-party damages.

3.3 If the user fails to pick up the goods after the expiration of the entrusted management period under Clause 3.2 of this Agreement, ekbit shall have the right to collect a certain storage fee.

IV. COSTS

4.1 The fees payable to ekbit include annual mining equipment rental fees, permanent mining equipment purchase fees, entrusted management fees, and basic electricity charges. Please note that once an order is placed and payment is completed, it cannot be canceled or refunded. Specific product categories will display fee items and payment methods on the purchase page. Please carefully review the product details on the purchase page to fully understand the cost structure.

4.2 The electricity prices for cloud computing contract packages in operation shall be based on real-time market rates. Ekbit will automatically deduct electricity fees from mining income according to the daily exchange rate of the output currency. If mining income is insufficient to cover electricity costs, Ekbit will temporarily suspend affected cloud computing contract packages and notify users via reserved channels, halting income distribution until expenses are offset. In cases where force majeure events cause electricity price increases, users will be charged under the new tariff rates.

V. Rights and obligations between users and ekbit

5.1 Users need to know that ekbit is not a seller of mining machines. If users purchase mining machines, the ownership of mining machines will be transferred through possession modification, but users must use ekbit's entrusted management service for more than one year at the same time to have the right of possession and disposal of mining machines.

5.2 When installing software on the host, the required software copyrights, licenses, or usage rights shall be provided by ekbit. Unless otherwise expressly agreed in writing between both parties, Party A acknowledges that ekbit grants no rights to copy, distribute, transfer, license, or provide access to any materials, software, or data provided by ekbit to Party A. Failure to comply with this provision shall result in Party A assuming corresponding liability.

5.3 ekbit shall provide warranty services for the purchase of mining machines to users. The warranty period and scope shall be governed by the manufacturer's three guarantees service. The warranty period for purchased products starts from the date of product acceptance and qualification. If Party A fails to inspect or raise objections within the contractually agreed timeframe, the warranty period shall be calculated as 180 days starting from the 25th hour after the product arrives at Party A's designated delivery location.

5.4 Both users and ekbit shall strictly comply with all provisions of this Agreement. In the event of a breach by either party, the non-breaching party shall have the right to issue a written notice to the breaching party. The breaching party shall provide written justification to the non-breaching party within seven working days after receiving such notice. If the breaching party fails to provide justification or make corrections within the agreed period, the non-breaching party (acting as Party A) shall have the right to take remedial measures including reporting, litigation, or arbitration. Ekbit reserves the right to implement other lawful technical measures for self-help remedies while retaining the option to pursue legal proceedings through litigation or arbitration to protect its rights and interests.

VI. Legal Statement on Maximizing User Computing Power

Ekbit is dedicated to providing users with a one-stop digital currency computing power solution. However, the returns from such computing power are influenced by multiple unpredictable factors including the current supply-demand dynamics of the cryptocurrency market, short-term mining allocation schemes, and currency value fluctuations. Each client must independently evaluate the potential returns from purchasing or leasing mining equipment/computing power, while carefully considering risks and their specific circumstances when making such decisions. Ekbit does not guarantee returns and assumes no liability for clients' mining profits.

VII. Modification, rescission, termination and assignment of rights and obligations

7.1 protocol variation

ekbit reserves the right to modify the transaction method, custody duration and other agreement contents from time to time according to the needs of the market, if it is considered reasonable or necessary according to the principle of good faith.

7.2 Agreement termination and termination

7.2.1 We may unilaterally terminate this Agreement if any of the following circumstances occurs during your use of the Platform Services:

7.2.2 Your account is cancelled for any reason;

7.2.3 Using the name of another person or stealing another person's account to use the platform services;

7.2.4 Using the platform services for illegal purposes;

7.2.5 Engage in any act that may infringe the platform system or materials;

7.2.6 Violating any laws and regulations or the provisions of this Agreement;

7.2.7 The regulatory authority considers that the services provided by the platform no longer comply with relevant regulatory provisions;

7.2.8 In addition to the aforementioned reasons, we may terminate certain services provided to you based on risk assessment and operational needs. We will announce or notify you accordingly when such termination occurs. As this constitutes a normal business decision, we regret that it may result in your inability to use Ping...

If the desktop service or service is limited, you understand that we are not responsible for it.

7.3 Transfer of Rights and Obligations We may change or add the performance subject based on the needs of the Platform Services. If you continue to use the Platform Services, you shall be deemed to agree that the changed or added subject shall act as the counterparty to perform the contract with you.

VIII. Dispute settlement

The conclusion, validity, interpretation, performance, and dispute resolution of this Agreement shall be governed by the laws of the People's Republic of China. During the term of this Agreement, any disputes or controversies arising from or in connection with this Agreement shall first be resolved through negotiation between the parties. If no agreement is reached through negotiation, the parties hereby agree to submit such matters to the People's Court at the defendant's domicile for judicial resolution through litigation proceedings.

IX. Notification

During the performance of this Agreement, we will send written notices to you by means of mailing paper notices, ekbit website announcements, email, SMS and fax.

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10.1 If either party is unable to perform this Contract in whole or in part or delays in performing this Contract due to force majeure, it shall notify the other party of the event in writing within five days from the date of occurrence of the force majeure event and submit to the other party the evidence of the event that causes its inability to perform or delay in performing the contract in whole or in part within twenty days from the date of occurrence of the event.

10.2 In the event of a force majeure event, the affected party may terminate its obligations under this Agreement during the delay period caused by such event without being deemed in breach. The affected party shall take all necessary measures to mitigate losses and resume performance of this Contract immediately upon the event's resolution, unless performance has become impossible or unnecessary.

10.3 The term "Force Majeure" as used in this clause refers to objective events that are unforeseeable, unavoidable, or insurmountable. These include natural disasters such as floods, volcanic eruptions, earthquakes, landslides, fires, storms, and power outages caused by severe weather conditions; social disturbances including wars, strikes, and civil unrest; government interventions, restrictions, prohibitions, and routine power inspections; as well as temporary outages during the power station's high-voltage testing program.

10.4 If the network and power supply are cut off due to force majeure factors in ekbit's computer room, resulting in loss of users' interests, ekbit shall promptly notify users and avoid further expansion of losses. Users shall not hold ekbit liable. Both parties shall be exempt from liability in the above situation.

10.5. When ekbit needs to interrupt service for a short time during network adjustment and maintenance, or when the server access speed decreases due to the blocking of Internet access path, users agree that this is normal and does not constitute a breach of ekbit.

10.6 Both parties shall be exempt from liability due to the communication line accident, maintenance, damage or interruption of the telecommunications department, as well as signal interruption caused by the postal and telecommunications departments, power departments, international optical cable lines, international Internet backbone network and international partner network.

XI. Other

11.1 The annexes and any supplements, amendments or changes to this Agreement shall form an integral part of this Agreement and shall be in addition to the original

The text has the same legal effect.

11.2 Each party hereto shall bear the taxes and fees related to this Agreement in accordance with laws, regulations and relevant provisions.

11.3 Matters Not Covered Herein Shall Be Settled by Both Parties Through Negotiation or in Accordance With Relevant National Laws and Regulations.