

## INTRODUCTION

THESE TERMS OF SERVICE (ToS) APPLY TO THE USE OF THE XPro TRADING AND SERVICE FZE MINING SERVICES (HEREINAFTER "XPro") AND XPro WEBSITES AND SUBDOMAINS. THE WEBSITE AND THE SERVICES ARE THE PROPERTY OF XPro TRADING AND SERVICE FZE.

THE ToS SET OUT HOW THE XPro CRYPTOCURRENCY MINING SERVICE WORKS AND DESCRIBE ANY ASSOCIATED RIGHTS AND RESPONSIBILITIES. THE XPro ToS AND ANY OTHER INSTRUCTIONS, GUIDANCES AND PRIVACY POLICY FOUND ON THE WEBSITES (ALL SUBJECT TO FREQUENT, NOT PRE-ANNOUNCED CHANGES FROM TIME TO TIME) ALSO APPLY TO HOW YOU USE THE XPro MINING BEST AND HOW WE PROTECT YOUR PERSONAL DATA (TOGETHER THE "AGREEMENT"). BY USING THE WEBSITE AND/OR THE SERVICE, YOU AGREE TO THESE TERMS OF SERVICE; IF YOU DO NOT AGREE, DO NOT USE THE SITE AND/OR THE SERVICE.

XPro RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO AMEND, CHANGE, MODIFY, ADD OR REMOVE PARTS OF THESE TERMS OF SERVICE, AT ANY TIME. IT IS YOUR RESPONSIBILITY TO CHECK THESE TERMS PERIODICALLY FOR CHANGES. THE CURRENT VERSION OF THESE TERMS IS AVAILABLE AT <http://www.xpro-service.com>. YOUR CONTINUED USE OF THE WEBSITE AND/OR THE SERVICE FOLLOWING THE PUBLISHED UPDATES TO THE TERMS WILL MEAN, THAT YOU ACCEPT AND AGREE TO THE CHANGES. AS LONG AS YOU AGREE AND COMPLY WITH THESE TERMS, XPro GRANTS YOU A PERSONAL, NON-EXCLUSIVE, NON-TRANSFERABLE, LIMITED PRIVILEGE TO ENTER AND USE THE WEBSITE AND THE SERVICE.

### 1. ABOUT THE SERVICE, THE WEBSITE AND THESE TERMS OF SERVICE

- 1.1. This is an agreement between XPro (herein also referred as "we", "us" or "our") and you (also referred to herein as "Customer", "you", "your"), the person who is accessing and using the XPro Trading and Service FZE mining service and accepting these ToS.
- 1.2. References in these ToS are:
  - 1.2.1. "Cryptocurrency", "Cryptocurrencies" is a reference to the distributed, decentralized peer-to-peer digital currencies of the following sorts:
    - 1.2.1.1. "Bitcoins" is a reference to a Cryptocurrency known as Bitcoin/BTC;
    - 1.2.1.2. "X12" is a reference to a new Cryptocurrency known as X12;
    - 1.2.1.3. "Altcoins" is a reference to all Cryptocurrencies other than Bitcoin and X12, such as Ethereum, Ripple, Nem, Ethclassic, Litecoin, Dash, Monero, Bytecoin, Stellar, Golem, zcash, Augur, Stasis, Steem, Gnosis, Waves, Bitshares, Siacoin, Maidsafe, Game, Digix, Ardor, Lisk and more
  - 1.2.2. "Miners" are individuals who register to mine Altcoins and/or Bitcoins with the XPro Service offers. If you successfully apply to administer a dedicated service agreement, you will be a Miner;
  - 1.2.3. "XMP" is an XPro-Mining-Package which represents a pre-defined but variable Hashrate that conducts the mining process over a certain amount of time for the miner. XMPs have different prices and contain significant rebates depending on their value. For details consult the price list.
  - 1.2.4. "Bids" or "Bid Packs" are terminable vouchers of an external company that might be granted to XPro customers on certain occasions or under certain circumstances provided by the emitting party on a voluntary basis. XPro customers are free to use them or let them forfeit. Additional Terms of Service will apply upon usage. XPro does not take any responsibility nor can be held liable for any usage.

- 1.2.5. "Ad-Packs" are terminable vouchers of an external company that might be granted to XPro customers on certain occasions or under certain circumstances provided by the emitting party on a voluntary basis. XPro customers are free to use them or let them forfeit. Additional Terms of Service will apply upon usage. XPro does not take any responsibility nor can be held liable for any usage.
- 1.2.6. the "Mining Hardware" is the computer hardware used by XPro to provide the Service to mine Cryptocurrencies;
- 1.2.7. "Hashrate" or "Hash rate" is the mining power of the Mining Hardware used to mine Cryptocurrencies. Hashrate is mining algorithm specific (SHA-256, Scrypt, Curl etc);
- 1.2.8. "Virtual Machine" or "VM" is the virtual part of the mining hardware, delivering the mining power of the chosen XMP purchased by a Miner and administered by XPro technicians;
- 1.2.9. "Service" is XPro's hosted mining service, which enables individuals to remotely mine Cryptocurrencies for themselves using our Mining Hardware and the Website;
- 1.2.10. the "Support" or "Customer Support" or "Helpdesk" is the technical support service of XPro that is provided via email/ticket system, available in the XPro knowledge base/FAQ at <http://www.xpro-service.com> where Customers can find answers to general questions and request assistance by submitting a request;
- 1.2.11. the "Cockpit" is the graphical user interface (GUI) of the Service, with which the Miner interacts to perform all actions related to the Service;
- 1.2.12. the "Website" means XPro Trading and Service FZE and any apps, software, emails or other websites which we use to provide the services of XPro;
- 1.2.13. a "Payout" is the periodic dropout to your personal, external blockchain wallet, dependent on your XMP settings. Coins of different -but even the same- sort may change their periodicity of Payouts at any time depending on global mining success and quantity;
- 1.2.14. "Fees" are the price of our service and represent only electricity fees, charged periodically from the Balance of your purchases;
- 1.2.15. "Account" is your personal access to the Service, described further in section 6;
- 1.2.16. "Balance" is your personal Account balance; we distinguish between:
  - 1.2.16.1. "**fiat-balance**", representing the amount in EUR of XMPs you have purchased
  - 1.2.16.2. "**coin-balance**", representing the amount of coins mined successfully
  - 1.2.16.3. "**Top-up-balance**", representing the amount in EUR of fiat funds and received incentives, that can be used for internal purchases.
  - 1.2.16.4. "**Available-balance**", representing the amount in EUR that can be reimbursed to the KYC-compliant Bank account of the miner or his personal Credit Card.
  - 1.2.16.5. "**Bids-balance**", representing the amount of time-limited Bid Packs (Bids)
- 1.2.17. a "Contract" is the legal basis between the parties that grants the usage of a virtual Machine for mining;
- 1.2.18. a "Contract Term" is the period of time for which a Miner has agreed to pay for using a virtual Machine for mining;
- 1.2.19. "Hold" is the state an Account can be set into by XPro, that prevents the said account to make any withdrawals, Payouts or mining. This is used as a security measure;
- 1.2.20. the "Partner Program" is the optional internal commission /affiliate program, that allows a participant to receive remunerations for mediated sales of XMP;
- 1.2.21. "Referrer ID" is the unique identification number of a customer issued by XPro, who successfully registered himself to participate in the Partner Program and was accepted for participation
- 1.2.22. a "Referral" is a Customer who registered by using another Customer's Referrer ID;
- 1.2.23. a "Referrer" is a Customer who had another Customer register using their Referral Link;
- 1.2.24. a "Referral Purchase" or "Referred Purchase" is a purchase made by a Referral;

- 1.2.25. a "Referral Bonus" or "incentive" is the reward a Referrer receives for a Referral Purchase;
- 1.2.26. an "Affiliate Network" is a third-party website that allows any person (with or without a XPro Account) to receive financial rewards for XPro Contracts purchased by referred Customers.
- 1.2.27. a "Wallet" is a digital purse that contains cryptocurrencies. They are developed by various companies and come as a Software or App which must be installed locally by the customer or as a hosted solution. In any case, external terms and conditions will apply and XPro will not be responsible or liable for any losses, damages or other that might occur from using these 3<sup>rd</sup> party solutions.
- 1.2.28. an "exchange" is the place where people can buy or sell cryptocurrencies. In some countries, it is required for operators of an exchange to be regulated by financial authorities. Customers are obliged to assure that they only work according to their local legal requirements. Using the services of an exchange external terms and conditions will apply. XPro will not be responsible or liable for any losses, damages or other that might occur from using these 3<sup>rd</sup> party solutions.
- 1.3. These ToS apply to any mining you undertake by using the Service and Website. They form a legal agreement between you and XPro on the acceptance of your application for an Account (as set out below).
- 1.4. If there is ever a conflict between these terms of service and the XPro terms of use or the instructions, guidance and similar information found on the Website, these terms of service will take priority.
- 1.5. IT IS NOT POSSIBLE FOR US TO STATE DEFINITELY HOW MANY X12, BITCOINS AND/OR ANY OTHER CRYPTOCURRENCY UNITS WILL BE MINED BY ANY MINER AND/OR SPECIFIC VM.
- 1.6. By applying to register as a Miner you are confirming that you understand and accept (and are able to understand and accept) these terms of service and that you agree that you will be bound by them. You should regularly check the Website for changes to the terms of service, instructions, guidance and similar information found on the Website.
- 1.7. You may only apply to register as a Miner if:
  - 1.7.1. you are 18 years old or over; and
  - 1.7.2. it is lawful for you to do so.
- 1.8. To register as a Miner, we may require you to provide us with identification or other documentation in order to help us prevent fraud or money laundering. This may include photographic identification and a recent proof of address. We may also undertake our own identity, fraud and credit checks.
- 1.9. It is strictly forbidden for Miners to visit the Website or use the Service through anonymous proxies (such as Tor) and other services or technologies that hide the real internet connection of the user.

### **RISK INSTRUCTION**

- 1.10. Actions with Cryptocurrencies carry inherent risks. Due to the fact that Cryptocurrencies are unregulated and decentralized, their value is not insured by any legal entities. The value of any Contract, any amount of any Cryptocurrency is subject to change by XPro due to a number of factors out of XPros' control. These factors include -but are not limited to- changes of mining difficulty and/or other mining parameters/properties, fluctuating price (in fiat currency to Cryptocurrency exchange rate, such as EUR/BTC) of Cryptocurrencies, obsolescence of hardware and amortization of hardware. You understand and agree that the worth of any Contact and any amount of mined Cryptocurrency may lose all worth at any moment of time due to the nature of Cryptocurrencies. You understand that you are solely responsible for management and protection against loss, misuse or transfer of the Cryptocurrencies in your wallet as well as any losses or charges incurred by any third-party entity.

- 1.11. Any information related to Cryptocurrency and Cryptocurrency mining that is/was posted, published and/or provided by XPro via any channel of communication (including but not limited to: on the Website, in the Cockpit, via the Support Service, via Email newsletter, in social media) is subject to change.

## **2. CRYPTOCURRENCIES**

- 2.1. You must not mine, buy, sell, exchange, hold, own or otherwise use or exploit Cryptocurrencies in any way which is prohibited by the laws or regulations which apply to you.
- 2.2. Cryptocurrencies may not be appropriate for everyone. Before mining any Cryptocurrencies, you should learn about them to ensure that they are appropriate for you. Like all private currencies, there are disadvantages to using Cryptocurrencies. Some of the risks particular to Cryptocurrencies include:
  - 2.2.1. currency fluctuation - the price of Bitcoin and/or any other Cryptocurrency may fall sharply and may even fall to zero;
  - 2.2.2. transactions with Cryptocurrencies may be unconfirmed for a period of time. Although very unlikely, some Cryptocurrency transactions may never be confirmed - Cryptocurrency transactions which are unconfirmed are not completed;
  - 2.2.3. transactions with Cryptocurrencies are irreversible - if you send any amount of any Cryptocurrency to the wrong person, you may be unable to recover those funds;
  - 2.2.4. Cryptocurrencies may be lost if you lose or forget any PINs or passwords necessary to access and spend those Cryptocurrencies;
  - 2.2.5. unknown technical defects inherent in Cryptocurrencies; and
  - 2.2.6. new regulation which impacts the use of Cryptocurrencies.
- 2.3. By agreeing to these terms of service or by mining Cryptocurrencies by using the Service, you are assuring that you understand, are capable of understanding and accept the risks associated with Cryptocurrencies.

### **REGISTRATION**

- 2.4. By applying to register, you are making an offer to enter into an agreement on these terms of service. Once submitted, you may not withdraw your offer.
- 2.5. Only we can decide whether applications will be accepted or not. If your application is accepted, a legal and enforceable agreement will be entered between you and us. Subject to any statutory rights you may have, you may not cancel the agreement covered by these terms of service and you will not be eligible for any refund except we grant it to you.

## **3. CONTRACT TERM AND MINING TERM**

- 3.1. These ToS are valid indefinitely/permanent, even after Account termination.
- 3.2. The Contract Term for XPro Trading and Service FZE virtual Machines is limited by default. The Contract is valid until expired or until terminated (refer to section 13), whichever comes first.
- 3.3. Contracts with a stated expiry date will end on the date of expiry and the virtual Machine is stopped.
- 3.4. The Mining process continues even if mining is unprofitable. This means the Mining process will NOT stop if the Electricity Fees will become larger than the Payout.
- 3.5. XPro reserves the right to change the launch date, Contract Term and/or Mining Term of any Contract.

## **4. ACCOUNT**

- 4.1. To register you will need to submit some personal information, a valid email address (that might be used as Username and for user identification) for your Website account ("Account") and a

password ("Password") that complies with our password requirements. You are required to select your country of residence for appropriate VAT calculation. Indian residents are NOT subject to GST, as our entire service is represented through electricity cost compensation. To be able to receive the mined coins, you will need to enter at least one compliant wallet for the Cryptocurrency you are mining. The Account may allow you to add more than one Cryptocurrency wallet.

- 4.2. You must ensure that all information about you that is held by us is true, complete, not misleading and at all times at current state.
- 4.3. The Username and Password will be allocated to you if you successfully apply for registration as a Miner.
- 4.4. You will need your Username and Password to access some parts of the Website. Your Username and Password are personal to you and must not be disclosed to any other person.
- 4.5. The number of accounts is limited to 1 for each ultimate beneficiary owner (UBO).
- 4.6. When you register, you may submit a personalized order to administer a virtual Machine. This order will allow you to specify the processing power of the VM. Only XPro can decide whether orders will be accepted and our acceptance is subject to hardware availability, amongst other things.
- 4.7. Your order is a request to acquire a Contract from us and does not represent a formed contract. If we accept your order, we will associate your Contract with your Account. Until then, an order is considered pending and XPro reserves the right to decline your purchase.
- 4.8. Confirmation of your order will be made by email, which will also contain an estimated commencement date for the Contract. The confirmed commencement date of the Contract will be notified to you in a subsequent email. We cannot say how long it will take to confirm the commencement date of the Contract.
- 4.9. Subject to the payment of any fees which may be applied, Miners will be able to receive Cryptocurrencies on the basis of the processing power of the virtual Machine and the determined period of time for which the VM is mining. Miners will NOT be able to administer the virtual Machine during the Contract Term. Coins will be transferred automatically to the wallet of the customer unless he has provided his valid and correct public key before the mining process has begun.
- 4.10. If you lose access to your Account, XPro may ask you to provide certain types of data, including personally identifiable information, to determine ownership of the Account. This may include, but is not limited to:
  - 4.10.1. proof of identity;
  - 4.10.2. proof of residence;
  - 4.10.3. proof of telephone number and email ownership and
  - 4.10.4. any identifiable activity on the Website, such as
    - 4.10.4.1. transaction IDs,
    - 4.10.4.2. order numbers,
    - 4.10.4.3. withdrawal amounts and
    - 4.10.4.4. others.

## **USE OF YOUR ACCOUNT**

- 4.11. You may only mine Cryptocurrencies for your own usage and personal ownership. By using the Website and/or the Service you confirm that you are not acting for the benefit of any other person or entity.
- 4.12. We are entitled to assume that any use of your Account is made by you. You are solely responsible and liable for any use of the Website or the Service under your Account or any other use of your Username and Password.

- 4.13. You may only hold one Account. If you forget your Username or Password, you can use the password recovery option or contact Support.
- 4.14. DO NOT SHARE YOUR PASSWORD WITH ANY OTHER PERSON OR ALLOW ANY OTHER PERSON TO USE YOUR ACCOUNT. WE ARE NOT LIABLE FOR ANY IMPROPER USE OF YOUR PASSWORD OR ACCOUNT BY YOU OR ANY OTHER PERSON. IF YOU HAVE REASONS TO ASSUME THAT ANY OTHER PERSON KNOWS YOUR PASSWORD, OR THAT YOUR ACCOUNT HAS BEEN USED BY ANY OTHER PERSON, YOU MUST INFORM US IMMEDIATELY.
- 4.15. If you do not log into your Account for 12 months, we may terminate the Account. You will be, if possible, notified in advance. If we are unable to contact you, or you do not take any action to prevent account termination, your Balance will be nullified.

## 5. RESTRICTIONS AND OBLIGATIONS

- 5.1. You agree to comply with all applicable laws and regulations, these terms of service and all rules applicable to the use of the Website and the Service.
- 5.2. You agree not to falsely describe or otherwise misrepresent yourself in any dealings with XPro and its affiliate partners or SETIMO group enterprises.
- 5.3. You are not allowed to abuse any campaigns, discounts, referral bonuses and/or referral systems, provided by XPro from time to time and/or its partners.
- 5.4. You are not allowed to use any means to mask your internet traffic and IP address (such as Proxy, Tor, VPN and others).
- 5.5. High-Yield Investment Projects (HYIP), revenue share (RevShare) and any other doubtful or pyramidal schemes are forbidden from providing or referring any of our services to their users or partners. Customers identified will be immediately excluded from our services and the account will be deleted. Current fiat balance shall be returned but coins in the process of mining or already mined will be drawn-in.
- 5.6. You are strictly forbidden to use or exploit errors in design of the Website, the Service and/or all and any of their parts, features which have not been documented, and/or "program bugs" for commercial/personal gain or as means to disrupt and/or destabilize the Service and/or the Website. If you encounter such an error by accident, you are required to report your findings to [helpdesk@xpro-service.com](mailto:helpdesk@xpro-service.com).

## 6. ADMINISTRATION OF MINING

- 6.1. During the Contract Term, you can use the Website to:
  - 6.1.1. amend or update your registration and contact details;
  - 6.1.2. with the help of customer support deactivate or reactivate your Account as well as terminate an active Contract;
  - 6.1.3. with the help of customer support change the login email address;
  - 6.1.4. change your cryptocurrency-specific wallet addresses.
- 6.2. Subject to payment and additional Fees in advance, you can use the Website to:
  - 6.2.1. add XPro-Packs (XMP)

## 7. BALANCE

- 7.1. Your Balance in the Cockpit is your personal amount of funds available to use.
- 7.2. The Service has multiple Balances. Currently available balances are:
  - 7.2.1. "**coin-balance(s)**", representing the amount(s) of any sort of coins that have been mined successfully. Every balance will indicate the ISO Name of the coin and the associated metrics.

Examples:

- 7.2.1.1. X12 Balance is measured in X12 (X12 Coins), accurate to 0.000000000001 X12, (1 LEX, the minimum indivisible amount of X12)
- 7.2.1.2. BTC Balance is measured in BTC (Bitcoins), accurate to 0.00000001 BTC (1 Satoshi, the minimum indivisible amount of BTC);
- 7.2.1.3. ETH Balance is measured in ETH (Ethereum), accurate to 0.00000001 ETH (10 GWei).
- 7.2.2. "**Fiat-Balance**" is measured in EUR and represents the money you have spent for buying electricity (measured in XMP) to mine the coins of your choice.
- 7.2.3. "**Top-up-balance**", represents the amount in EUR of your fiat funds plus all received incentives and commissions from XPro and/or associated partner Companies. These funds can be used for internal purchases only.
- 7.2.4. "**Available-balance**", represents all funds in EUR that can be remitted to your KYC compliant Bank account or your personal Credit / Debit Card linked to your account.
- 7.2.5. "**Bids-balance**", representing the amount of a provision in EUR that is given to you voluntarily from a partner company as an additional incentive. You are free to use them on their website; additional Terms of Service will apply.
- 7.3. Other Cryptocurrency Balances may be introduced and/or removed at any time.
- 7.4. Coins mined will be indicated directly to your Balance after mining was completed. This may take up to 24 hours from the date the coins are generated due to the specific nature of the coin mined.
- 7.5. Balance can be used in the following ways:
  - 7.5.1. You are able to withdraw your available balance at any time if it meets the minimum funds requirement of currently 50 € (subject to change).
  - 7.5.2. You are able to purchase additional XMP for the mining to increase your total Hashrate from the available and the top-up balances.
- 7.6. XPro reserves the right to make retroactive recalculations to Balance(s), virtual Machines, Hash rate and logs, including but not limited to, in the case of any error occurring in the Service, to correct any mistakes or discrepancies.
- 7.7. Fiat-Balance must NOT be negative. In such case (mostly through chargebacks), the account will be set to halt and fiat- Balance must become positive again above the minimum requirement before any further withdrawals and/or purchases can be made using it.

## 8. FEES / PRICING

- 8.1. We provide a platform which enables individuals to mine cryptocurrencies using the Mining Hardware. In return, we charge periodic electricity fees ("Fees") that are devised from the usage of electricity. Cost of maintenance of the said hardware and other provided services are free.
- 8.2. The Fees are deducted from your fiat Balance.
- 8.3. XPro reserves the right to change the fees at any time without prior notice.
- 8.4. Fees are non-refundable.

## LIABILITY

- 8.5. We provide and maintain the Website and the Service on an "AS IS" and "AS AVAILABLE" basis and we are liable only to provide our services with reasonable skill and care.
- 8.6. We give no other warranty in connection with the Website or the Service and we disclaim all liability for:
  - 8.6.1. to the extent allowed by these ToS and without affecting any other clauses within Section 12, that may apply, accuracy, currency or validity of information and material contained within and/or provided by the Website, the Cockpit, the Support Service, in email newsletters and social media.

- You hereby agree, that no radio, computer and internet communication equipment is completely free of fault, occasional technical disruptions may affect the service and so can human error, which may result in misrepresentation of content or miscommunication;
- 8.6.2. any change in the exchange rate of any mined Cryptocurrency with our systems;
  - 8.6.3. any change in the difficulty of mining;
  - 8.6.4. any changes in applicable law or regulation, or the acts of any legislator or regulator in any part of the world;
  - 8.6.5. any interruptions to or error of the Website or the Service or other communications network;
  - 8.6.6. the infringement by any other person of any copyright or other intellectual property rights of any third party through any User Content or use of the Website or the Service;
  - 8.6.7. the availability, quality, content or nature of External Sites;
  - 8.6.8. any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by any other person accessing, using or downloading the Website, the Service or any User Content; and
  - 8.6.9. all representations, warranties, conditions and other terms and conditions which, but for this notice, would have effect.
- 8.7. We will not be liable in any amount for failure to perform any obligation under these terms of service if that failure is caused by the occurrence of an event beyond our reasonable control.
  - 8.8. Except as provided above there are no other warranties, conditions or other terms and conditions, express or implied, statutory or otherwise, and all of those terms and conditions are hereby excluded to the maximum extent permitted by law.
  - 8.9. To the maximum extent permitted by law, we exclude liability for any losses or damages which you may suffer, whether the same are suffered directly or indirectly or are immediate or consequential, which fall within any of the following categories:
    - 8.9.1. special damage even though that party was aware of the circumstances in which such special damage could arise;
    - 8.9.2. loss of anticipated savings;
    - 8.9.3. loss of business opportunity and management time;
    - 8.9.4. loss of goodwill;
    - 8.9.5. loss of Cryptocurrency arising as a result of any of your acts or omissions of those of any third party;
    - 8.9.6. loss arising out of or in connection with:
      - 8.9.6.1. any defect or insecurity in any systems you use to store or transmit Cryptocurrency or to access or use the Website or the Service;
      - 8.9.6.2. any inaccurate or incomplete information you provide, including Cryptocurrency wallet addresses;
      - 8.9.6.3. any changes to the amount of Cryptocurrency awarded to Miners;
      - 8.9.6.4. any changes to the regulatory, legislative or technical environment applicable to Cryptocurrencies;
      - 8.9.6.5. the acts or omissions of any bank or provider of banking services; or
      - 8.9.6.6. any change in the value of Cryptocurrency howsoever arising (including as a result of the acts or omissions of XPro).
  - 8.10. To the maximum extent permitted by law, our aggregate liability in respect of any claims made in connection with or arising out of the use of the Website or the Service (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) for direct losses will be limited to the Fees.
  - 8.11. You agree not to use the Website or the Service in any way which:
    - 8.11.1. is unlawful;
    - 8.11.2. may give rise to civil or criminal liability for XPro; or



- 8.11.3. may bring XPro into disrepute.
- 8.12. You hereby agree to indemnify, defend and hold us and our officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs (including reasonable legal fees) incurred by the Indemnified Parties in connection with any claim arising out of:
  - 8.12.1. any fraud or fraudulent misrepresentation you commit;
  - 8.12.2. any inaccuracy or defect of any of the information you have provided to us;
  - 8.12.3. any breach of applicable law or regulation you commit;
  - 8.12.4. any other person's use of your Account;
  - 8.12.5. any breach by you of these terms of service; and
  - 8.12.6. third party claims arising from your use of the Website or the Service, any of Your Content or any use of your Account (whether or not such use was by you).
- 8.13. You shall cooperate with us in the defence of any claim. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

## 9. 13. BREACH, SUSPENSION AND TERMINATION

- 9.1. Without limiting any other rights we have, we may suspend or terminate access to your Account, the Website and/or the Service, nullify your Account Balance and/or hold the ability to withdraw mined coins if you breach any of these Terms of Service.
- 9.2. If we have reasons to suspect that you are using the Website or the Service fraudulently or improperly, we will suspend your Account until you are able to demonstrate to our satisfaction:
  - 9.2.1. your identity; and
  - 9.2.2. that no fraud or impropriety has occurred or been attempted.
- 9.3. We will try to give you reasonable notice of any anticipated termination of the Website or the Service.
- 9.4. If you become aware of or suspect another user or Miner's breach of these terms of service, or any fraud or impropriety by another user, you must contact us immediately.
- 9.5. In case of any Credit Card purchase (refer to section 10.2.4) XPro has the right to place the Customer's Account on Hold (hold the ability to withdraw any mined funds from the Customer's Account Balance) for a period of up to 181 days as a security measure of anti-fraud related regulations and policies.

## 10. PAYMENT TERMS, ORDER CANCELLATION, ORDER CHANGES AND ORDER REFUNDS

- 10.1. All invoices are issued in EUR (EURO) by default. Payments performed in any other currency must account for the exchange rate of said currency to EUR at the moment of invoice generation and any commissions for currency exchange.
- 10.2. A Customer is able to purchase an XMP using a variety of payment methods:
  - 10.2.1. in Altcoins via a **Balance Purchase**: using the Account Balance directly, automatic version of Balance purchase is also referred to as "Re-buy" or "Re-purchase";
  - 10.2.2. in Bitcoin via a **Bitcoin Transfer**: transfer of BTC to XPro's BTC account / wallet or via another coin payment system, the amount to pay depends on: sum of the order in EUR, the EUR/BTC exchange rate at the moment of the purchase and the transfer fee of the Bitcoin network (third-party terms and payment commission may apply);
  - 10.2.3. in fiat currencies via a **Bank Transfer**: transfer of fiat funds to XPro bank account via a Bank/Wire Transfer;
  - 10.2.4. in fiat currencies via a **Credit Card Transfer**: transfer of fiat funds to XPro via VISA or MasterCard (third-party terms and payment commission may apply).
  - 10.2.5. **Other payment schemes** made available on the website or a dedicated App.

- 10.3. A Customer has the right not to pay for the order in case the order has been created but not yet accepted by XPro, if the Customer decides not to complete the order. The order will change status to "Timeout" after a given period of time (dependent on the payment method) and the Customer will not be obliged to proceed with the order. XPro will not process requests to cancel unpaid orders, as it is intended the unpaid orders stay in "Timeout" status.
- 10.4. XPro provides the destination account for all payment methods (except Balance and Re-buy purchases). In order to confirm the purchase and activate the Contract, the Customer is required to transfer the amount stated on the XPro invoice page (for Wire transfers) or on the third-party payment page (all payment methods with third-party processing systems).
- 10.5. A Customer is solely responsible for the accuracy of payment, including but not limited to the destination account, transferable amount and payment details:
  - 10.5.1. If the transferred amount is below requested, XPro reserves the right, at its sole discretion, to adjust the Contract accordingly to received funds or request the missing amount to be paid, before activating the Contract.
  - 10.5.2. If the transferred amount is above requested, XPro reserves the right, at its sole discretion, to adjust the Contract accordingly to received funds, add the excessive amount to Customer's Account Balance or return the excessive amount through the payment system the Customer has used to pay for the order initially.
  - 10.5.3. If the Customer initiates the payment with incorrect/insufficient details and/or to the wrong destination account, XPro will attempt, if possible, to process the order in a timely matter. If the destination address does not belong to XPro (directly or via a third-party service) and/or is not related to XPro in any way, XPro will not be held responsible and will decline any claims.
  - 10.5.4. XPro is not obliged to proactively resolve payment related issues without a claim submitted by the Customer.
- 10.6. In case of payment related issues, a claim must be raised:
  - 10.6.1. A Customer has the right to raise a payment related claim/dispute by contacting support within 14 days from the creation of payment with proof of payment. Requests submitted after 14 days may not be processed.
  - 10.6.2. XPro reserves the right to request proof of payment, if there are suspicions or facts the payment was not received but the Contract was activated. The Customer is obliged to provide proof of payment within 10 days of reception of such request.
  - 10.6.3. Proof of payment includes but is not limited to: XPro order number, unique transaction ID or number, destination account, transferred amount, account statement from the payment system used.
  - 10.6.4. Credit Card purchases may require proof of ownership of the payment method and an identification request.
  - 10.6.5. If proof of payment is not provided within 10 days or provided proof is deemed insufficient and/or invalid:
    - 10.6.5.1. if the claim was initiated by a Customer: XPro reserves the right to decline Customer's claim(s);
    - 10.6.5.2. if the claim was initiated by XPro: XPro reserves the right to adjust/cancel related Contracts and adjust Customer's Account Balance by amounts mined by related Contract.
- 10.7. XPro reserves the right to switch and/or change any purchased Contract's Hashrate type and amount at any time. The change of Contract Hashrate type will account for the current market price and XPro will attempt, if possible, not to reduce the total value of the Contract being changed. This means, in the event of forced Hashrate type change (such as SHA-256 to Scrypt) XPro will attempt, if possible, to provide the substitution Contract of equal or greater total value than that of the initial Contract, according to the market price at the moment of change.

- 10.8. Unless otherwise provided by law or by a particular offer, all purchases are final and non-refundable. XPro reserves the right to issue refunds at XPro's sole discretion. If we issue a refund, we are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply.
- 10.9. In the case of a refund:
  - 10.9.1. Customer will receive a reimbursement of spent funds to start the service, unless any funds were withdrawn from Customer's Account Balance. If any amount was successfully withdrawn from the Account Balance, no refund requests will be processed on said Account.
  - 10.9.2. XPro has the right to nullify or deduct any Hashrate and/or funds mined by the Hashrate of the refunded purchase from the Customer's Account Balance as well as any funds provided as a Referral Bonus for the refunded purchase from the Referrer's Account Balance.
  - 10.9.3. XPro is not obliged to reimburse any funds spent for the Maintenance and Electricity Fees.
- 10.10. In the case of any return of overpaid funds or refund, XPro may charge a processing fee, dependent on the payment system used. The amount of the processing fee is subject to change:
  - 10.10.1. **X12 transfer:** according pricelist on website
  - 10.10.2. **Bitcoin transfer:** according pricelist on website
  - 10.10.3. **Bank Transfer:** according pricelist on website
  - 10.10.4. **Credit Card:** according pricelist on website

## 11. TERMS OF EXECUTION AND FULFILMENT

- 11.1. Given by the nature of the cryptocurrency mining process, XPro has to distinguish between "mining time" (fulfilment) and "lead-time" (execution) which is the time required to prepare the necessary infrastructure and to allocate resources.
  - 11.1.1. Counted from the moment XPro accepts the customer's order request until starting to mine coins, XPro reserves a term of 4 weeks.
  - 11.1.2. For new customers, this term is the minimum period which can be increased up to 8 weeks at the most in order to perform the necessary security checks and KYC obligations.
  - 11.1.3. Recurrent orders from existing customers will, -in most occasions- be performed in less than 4 weeks.
  - 11.1.4. The customer herewith accepts and explicitly acknowledges, that XPro has the right to take advantage of this time frame top provide the service.
  - 11.1.5. In the unexpected case XPro fails to comply with these terms, we will terminate the order immediately, inform you and refund the purchase price to source they came from.
- 11.2. The mining time is determined by the XMP that has been purchased.
  - 11.2.1. Depending on XPro's sole discretion and announcement, the mining terms might be subject to change.
  - 11.2.2. The current "mining terms" range from 14 to 25 weeks. Larger terms are upon request and special agreement.

## 12. PARTNER PROGRAMS

- 12.1. XPro supports and provides not just one Partner and/or "Affiliate", "Promotion", "Bonus", "Referral" Program but several; even from external companies.
- 12.2. A Partner Program allows in general the registered and acknowledged Customer to receive financial or other rewards for purchases made by other Customers, that they have been referred (invited) to XPro. The information about any Partner Program is available at <https://partner.xpro-service.com>.
- 12.3. A Partner Program is **NOT MANDATORY** for any XPro customer, nor does participation have any impact to these ToS or services XPro provides to its customers.

- 12.4. Any offered Partner Program, may it be of XPro or other external companies, is subject to different, dedicated Terms that will, under no circumstance, be or become part of these ToS. In case of any conflict between these ToS and the Terms of a Partner Program, these ToS will have supremacy.

### **13. COMMUNICATIONS**

- 13.1. The Website may enable the display of third party content ("User Content") in blog, forums or other forms of display.
- 13.2. Although we are not obliged to do so, we may remove or reject any User Content.
- 13.3. You agree that we may process and store any content you submit to the Website ("Your Content").
- 13.4. You may be able to send your Content to other Miners of the Website, and other Miners of the Website may be able to send User Content to you.
- 13.5. You agree to the distribution of your Content by us both internally and externally. Therefore, you should ensure that your Content does not contain information, which you intend to keep confidential or private.
- 13.6. By making available, posting or transmitting your Content to the Website, you are granting us a non-exclusive, transferable, sublicensable, royalty-free, irrevocable, perpetual worldwide license to use and exploit your Content for any purpose.
- 13.7. You agree that you are entitled to make available, post or transmit your Content to the Website.
- 13.8. You will not make available, post or transmit to the Website any statement, material or other content, nor use the Website in any way, that:
  - 13.8.1. is unlawful or may give rise to civil or criminal liability;
  - 13.8.2. infringes any copyright or other intellectual property rights of any third party;
  - 13.8.3. infringes any third party's rights of privacy or rights of publicity;
  - 13.8.4. includes any computer virus or other malicious software;
  - 13.8.5. is abusive, pornographic, defamatory, discriminatory or obscene;
  - 13.8.6. harasses any other person;
  - 13.8.7. interferes with another user's use and enjoyment of the Website;
  - 13.8.8. impersonates any moderator, administrator or any staff or any other person connected with XPro;
  - 13.8.9. contains the confidential information of any other person;
  - 13.8.10. solicits passwords or personal information;
  - 13.8.11. contains video, photographs, or images of any other person without his or her permission (or in the case of a minor, the minor's legal guardian);
  - 13.8.12. exploits any other person;
  - 13.8.13. we consider inappropriate; or
  - 13.8.14. encourages or provokes any other person to do any of the acts listed above.
- 13.9. The Website may provide means by which you can communicate with us. We will communicate with you at the email address you have provided or through other means of communication that may be provided by the Website. Notices that are applicable to all our Miners shall be made available on the Website publicly. You will be deemed to have received a notice at the time the email is sent or the time the notice is posted on the Website. We will be deemed to have received a notice when we issue a confirmation to you.
- 13.10. All emails (or other messages) we send are intended for the addressee only.

### **14. GENERAL**

- 14.1. These terms of service are subject to your statutory and common law consumer rights and will not limit any rights you might have that cannot be excluded under applicable law.

These terms of service will not exclude or limit our liability for death or personal injury resulting from our negligence nor any fraudulent acts or representations or for any statutory liability not capable of limitation.

- 14.2. We may deduct any monies you owe us from any monies we owe you.
- 14.3. These terms of service, together with the terms of use, privacy policy and any instructions, guidance and similar information found on the Website (changed from time to time), constitute the entire agreement between you and XPro relating to your use of the Website and the Service and mining through the Website or the Service, to the exclusion of any other terms.
- 14.4. Our failure to enforce any term does not constitute our waiver of that term.
- 14.5. If any part of these ToS is found to be unenforceable, it will be amended to the minimum extent necessary to make it enforceable and the remainder of the provisions will remain in full force and effect.
- 14.6. No representation or warranty is made as to whether the Website or the Service complies with the laws of any jurisdiction other than the laws of the UAE and the special legislation of the Dubai free trade zone.
- 14.7. The parties submit to the exclusive jurisdiction of the Dubai court. These terms of service are subject to and interpreted in accordance with the laws of the UAE, provided that these terms of service shall not be interpreted as conferring any statutory EU consumer protection laws, including any rights of withdrawal or cancellation under implementations of Directive 2011/83/EU on consumer rights, on any individual not ordinarily a resident of an EU Member State.
- 14.8. This Website the Cockpit are presented in multiple languages. In the case of a conflict between translations, the English version will prevail.
- 14.9. XPro will be entitled to assign and otherwise transfer the agreement covered by these terms of service by giving you reasonable notice, which may include notice given via the Website.
- 14.10. All questions, comments or complaints should be directed to us via Customer Support and we will try to respond to within 48 hours.

XPro

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