

Terms of Use

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Your use of the Xive Mining Platform website (“**Website**”) is governed by the terms as contained in this agreement (“**Agreement**”) and by our [Privacy Policy](#). Throughout the Website, the terms “**Company**”, “**we**”, “**us**” and “**our**” refer to Xive Mining Platform (hereinafter the “**Company**”, “**we**”, “**us**” or “**our**”).

For the purpose of this Agreement, user and wherever the context so requires, “**you**”, “**your**” means any natural or legal person who is accessing Website, its contents and using the Services (“**Services**”) offered on or through Website (“**User**”, “**Users**”, “**you**”, “**your**”).

By accessing the Website, you agree to this Agreement and are bound by it. The Agreement constitutes a legally binding agreement between you and us. As you may receive modifications to the Agreement at any time, you are advised to read it regularly. In any case, your stay on the Website, whether accompanied using any information provided on it or not, implies the unconditional acceptance of the Agreement.

1. Use of Website

You must be over 18 years old to use or access Website. If we become aware of using a Website by persons under 18 years old, we delete personal data of such Users and completely block them access to the Website. In addition, you agree that you will not:

- use Website in any unlawful way or in any way that promotes any illegal activity that causes unlawful infringement, or in any way damages Company or any third-party rights, or cause unlawful harm to Users’ morals, social values, sexuality, or promote racism; or
- attempt to gain unauthorized access to Website or the networks, servers or computer systems associated therewith; or
- adapt, modify, violate any part of Website or any pages that constitute it; or
- translate Website into other languages or develop derivative versions of it; or
- collect, store, reproduce, or disclose personal data of Users; or
- post or otherwise communicate any false, inaccurate, or misleading material or message of any kind; or
- distribute spam, chain letters, or promote pyramid schemes; or
- use any robot spider, scraper, or other automated means to access Website and collect content for any purpose without our express written permission.

2. License to use Website

2.1 Upon your agreement, Company hereby grants you a non-exclusive, non-transferable limited license to use this Website in strict accordance with the terms and conditions in this Agreement. You agree not to make any false or fraudulent statements as you use this Website. You acknowledge and agree that all content and Services available on this Website are property of Company and are protected by copyrights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws, in the United Arab Emirates and internationally. All rights not expressly granted herein are fully reserved by Company, its advertisers, and licensors. You agree to pay for any purchases and Services through the crypto payments specified on the Website.

3. License Restrictions

3.1 Use. Except as may be explicitly permitted, you agree not to save, download, cut and paste, sell, license, rent, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from materials from this Website. Systematic retrieval of data or other content from this Website to create or compile, directly or indirectly, a collection, database, or directory without written permission from Company is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in

this Agreement is prohibited.

- 3.2 Security.** You agree that if you are issued a username and password by Company, you shall use your best efforts to prevent access to this Website through your username and password by anyone other than yourself, including but not limited to, keeping such information strictly confidential, notifying Company immediately if you discover loss or access to such information by an unauthorized party and by using a secure username and password not easily guessed by a third party. You authorize Company to rely on your username and password to identify you when you use the Company's Services.
- 3.3** You agree that you shall not try to reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter any executable code, contents or materials on or received via this Site. You understand that such actions are likely to subject you to serious civil and criminal legal penalties and that Company shall pursue such penalties to the full extent of the law to protect its rights and the rights of its other licensors.
- 3.4 Errors and Corrections.** While we use reasonable efforts to include accurate and current information on the Website, we do not warrant or represent that Website will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. We reserve the right to correct any inaccuracies or typographical errors on Website, including pricing and availability of products and Services and shall have no liability for such errors. We may also make improvements and/or changes to the Website's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact us and we'll verify it for you.
- 4. Products or Services**
- 4.1** Certain products or Services may be available exclusively online through Website. These products or Services may have limited quantities and are subject to return or exchange only according to this Agreement.
- 4.2** We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or Services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this Website is void where prohibited.
- 4.3** The products and Services provided by Company are not available to the following ("**Restricted Person**"): 1) residents in the following countries or regions: Mainland China, Crimea region, Cuba, Iran, North Korea and Syria; 2) any entities or individuals that are restricted under applicable trade sanctions and export compliance laws; or 3) any entities or individuals that are restricted under Company's compliance obligations and/or internal risk control policies. As to the users who use the Services provided by Company, the Restricted Person shall also include the residents in the United States. The above list is not exhaustive. Before using the services provided by the Company, please confirm that you are not a Restricted Person. In the event that you are a Restricted Person and you use the services provided by Company, all legal risks and liabilities caused by or arising from such usage shall be entirely borne by you, and Company shall have the right to refuse to provide services to you, and you shall not be entitled to ask Company to provide any refund.
- 4.4** We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. If we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- 4.5** We may also, in the future, offer new Services and/or features through Website (including, the release of new tools and resources). Such new features and/or Services shall also be subject to this Agreement.

4.6 The product is provided for an indefinite period as long as the deposit specified in Clause 5.2 of the Agreement is paid. The provision of the product and Services stops immediately after the end of the deposit amount.

4.7 The product will be located in a Company's data center, which may be either the Company's own data center or a third-party data center. Company may, at its sole discretion, elect to change the location of the product at any time without notifying the User.

5. Pricing of the Services

5.1 Price of group mining shares, which is the value of the share numbers purchased by the User.

5.2 Deposit equal to the sum of 2 (two) months of the projected electricity consumption attributed to your share in a group mining. The group mining's profitability may be affected by fluctuations in bitcoin price, bitcoin network's mining difficulty, and other factors that are beyond the Company's control. The deposit is used as a reserve fund to cover electricity costs during periods when the group mining's operations do not result in any profits.

5.3 Value Added Tax (VAT), which is applicable to the sales value of the Services. You might be charged a standard, one-time VAT upon the purchase of your share of a group mining.

5.4 You must be responsible for all costs related to the electricity consumption and maintenance of the mining equipment, which shall be allocated in proportion to your share in a group mining. You must pay for electricity consumption at the same rate as Company during the mining operations. If a group mining generates profits, Company is entitled to receive 20% of the profits. In case the mining activity generates losses, you must bear the risk of losses in proportion to your share in a group mining.

5.5 If a group mining does not generate profits for a period of 30 (thirty) consecutive days, Company has the right to sell the mining equipment and retain at least 5% of the proceeds to cover the expenses incurred by Company in connection with the sale, including but not limited to costs of dismantling, packaging, shipping. The remaining proceeds (approximately 90% of the sale amount) shall be distributed among all Users in proportion to their respective shares in a group mining.

5.6 **Repair fee.** As with any equipment, miners in group mining may be subject to repair and maintenance. The repair fee is calculated on a cost-by-cost basis. Incurred repair fees are divided between the group mining owners in proportion to your share of a farm and charged to your account by the Company platform. The number of miners within a group mining may fluctuate or decrease as some miners break and/or deem unusable.

5.7 Company reserves the right to adjust the prices of the Services from time to time in accordance with the changes in the total hashrate of the network, mining difficulty, and cryptocurrency prices.

5.8 Company reserves the right to adjust the prices of the Services and change the quantity of your shares of a farm from time to time in accordance with operating costs, including without limitation, power rates, leasing rates, tax rates and/or increased regulatory compliance costs.

5.9 Company does not provide any guarantees that you will earn mining revenue or a certain fixed hashrate. Mining proceeds are dependent on several factors, including mining difficulty, the pool's luck, cryptocurrency market conditions and prices, Services fees charged by the pool, etc. Therefore, any information on potential yields and rewards published on Website must be considered as an estimate. Company is not liable for providing you with a certain amount of revenue. Company will not be liable for any losses, damage, costs, or missed gains sustained in case the actual mining revenue differs from the projections on Website.

5.10 Company has the right to maintain or upgrade the system periodically. You hereby confirm that you do not expect that your use of the Services provided by Company is continuous, without any interruption. Unless otherwise expressly prescribed, Company is not responsible for any and all losses caused by the suspension and interruption due to Company's maintenance, upgrading and migration of its system.

6. Payment Conditions and Placing Orders

6.1 The payment is made during the purchase process of the Services. All payment options are displayed at the checkout with their respective equivalents in U.S. dollars.

6.2 Company does not provide the purchased miners' serial numbers, purchase agreements and/or invoices. Upon the receipt of your payment, the Company's customer service team will send a confirmation email stating that the payment was received.

- 6.3** You bear full responsibility for the accuracy of the payment. Company will not be liable for any losses, damage, or costs that may result if you enter incomplete or incorrect data when making a payment, such as a wrong wallet address or amount.
- 6.4** If you transfer a smaller amount of payment than what is required by the terms of the Services, Company may refuse to start and activate the Services until you have transferred the remainder of the payment. Conversely, if you transfer a larger amount of payment than what is required by the terms of the Services, Company may add the excess to your account balance to correspond to the payment already made.
- 6.5** If you decide not to complete your order, you can do so as long as you have not yet transferred the payment. After a certain period of time (as determined by Company) your order will be classified as "timeout" and will not be processed. You will not suffer any penalty for not completing the order.
- 6.6** It can take a significant amount of time (sometimes more than 24 hours) for your payment to be confirmed on the system. Company reserves the right to delay the start and the activation of the Services until your payment has been confirmed.
- 6.7** In case of any disputes regarding payments, you must contact the Company customer service team within 14 (fourteen) calendar days after submitting the payment and provide proof of payment. Such proof can consist of the Company order number, transaction ID, amount, payment system addresses of the sender and the recipient, and/or an account statement, depending on the payment option used. Company reserves the right to refuse to process any payment-related complaints submitted later than 14 (fourteen) calendar days after executing the payment.
- 6.8** The prices of the Services (including the share price of a group mining, deposit, corresponding VAT, repair fee) are final and non-refundable.
- 6.9** Company reserves the right to adjust the prices of the Services at any moment and at its sole discretion. If the price of the Services you have purchased is lowered, you are not entitled to any compensation for the difference.
- 6.10** Upon successful receipt of the payment for the Services, the Services are expected to start within 10 (ten) calendar days from the date of the payment or within the time specified on Website.

7. Refund

- 7.1** Company has the right to limit, change, suspend or even terminate all or part of the Services at any time.
- 7.2** Termination of the Agreement and cancellation of the Services by Company also can happen in the following cases:
- 7.2.1** Due to force majeure or other triggering events that are beyond Company's control, Company can decide that the Services need to be stopped and the Agreement needs to be terminated. In this case, Company shall not be liable for any loss and damages incurred by the User. Company shall not be held liable for partial or complete default on the obligations hereunder, if proper performance of its obligations was impossible due to the events of Force Majeure as war, flood, fire, typhoon, pandemic, earthquake, acts and actions of government, state policies or other events that could not be prevented by Company.
- 7.2.2** Company reserves the right to suspend or terminate your account and your active Services if you violate any of the terms of this Agreement, or if we have reasonable grounds to believe that you have used the Services to conduct illegal activity or commit fraud. In this case, Company shall not be liable for any loss and damages of the User. Company will not be held liable for any damage, loss, costs, lost profits, loss or damage of information etc. that can result from you breaching any of the terms of this Agreement.
- 7.2.3** If your actions lead to damage or additional costs for Company (including its employees and management, partners, associates, subsidiaries, affiliates, or successors), including, but not limited to, fines, claims, losses, reputational damage, attorney fees, court fees etc., you will be obliged to reimburse Company for these losses or costs.
- 7.3** If you decide to terminate the Agreement and stop using the Services:

- 7.3.1 You will not be refunded any of the following: purchase price of group mining shares, corresponding VAT, deposit, or repair fee. The ownership of group mining in shares will be returned to Company.
- 7.3.2 To terminate the Services, you must send a notification email to Company's customer service team and expressly state your wish to terminate the Services.
- 7.3.3 You do not have the right to resell the Services to other people or request Company to move the group mining or the miners within a group mining to other locations.

8. No Warranty

8.1 Website, Services, content, User content and any third-party content are provided by Company on an "as is" basis without warranty of any kind, express, implied, statutory, or otherwise, including the implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose without limiting the foregoing.

8.2 Company makes no warranty that:

- Website or the Services will meet your requirements or your use of Website or the Services will be uninterrupted, timely, secure, or error-free; or
- the results that may be obtained from the use of Website or Services will be effective, accurate or reliable; or
- the quality of Website or Services will meet your expectations; or
- any errors or defects on Website or Services will be corrected. No advice or information, whether oral or written, obtained by you from Company or through Website / content or from use of the Services will create any warranty not expressly stated in the Agreement.

8.3 You expressly understand and agree that, to the maximum extent permitted by the applicable law, Company will not be liable for any loss that you may incur because of unauthorized use of your account or account information in connection with Website or any Services, either with or without your knowledge. Company has endeavored to ensure that all the information on Website is correct, but Company neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product, or service.

8.4 Company is not responsible for the delay or inability to use Website or related functionalities, the provision of or failure to provide functionalities, or for any information, software, products, functionalities, and related graphics obtained through Website, or otherwise arising out of the use of Website, whether based on contract, tort, negligence, strict liability or otherwise. Company must not be held responsible for non-availability of Website during periodic maintenance operations or any unplanned suspension of access to Website that may occur due to technical reasons or for any reason beyond Company's control.

9. Optional tools

9.1 Company may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

9.2 You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

9.3 Any use by you of optional tools offered through Website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

9.4 Company may also, in the future, offer new Services and/or features through Website (including, the release of new tools and resources). Such new features and/or Services shall also be subject to this Agreement.

10. Confidentiality

Your submission of personal information through Website is governed by our [Privacy Policy](#).

11. Legal Compliance

- 11.1** Company may suspend or terminate this Agreement or User's use immediately upon receipt of any notice which alleges that User has used this Website for any purpose that violates any local, state, federal law or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault other, that may violate hacking or other criminal regulations of its agent, officers, directors, contractors or employees. In such event, Company may disclose the User's identity and a subpoena or other legal action, and Company shall not be liable for damages or results thereof and User agrees not to bring any action or claim against Company for such disclosure.

12. Indemnification

You agree to indemnify, defend, and hold harmless Company from and against any and all claims, losses, liabilities, and damages of any kind, including reasonable attorneys' fees, resulting from (i) your breach of this Agreement; or (ii) your use or misuse of Website or Services. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Company in asserting any available defenses.

13. Dispute Resolution

- 13.1** It is important that before a User raises a dispute, User and Company should attempt to resolve the issue amicably between each other via e-mail support@xive.io within 15 calendar days.
- 13.2** After attempting to resolve a dispute amicably, a relevant court in Dubai has exclusive jurisdiction over any matter, dispute, controversy, or claim connected therewith or arising therefrom.

14. Governing Law

The Agreement is governed by and construed in accordance with the laws of the United Arab Emirates.

15. Severability

If any clause of the Agreement is deemed invalid, void or for any reason unenforceable, such clause is deemed severable and does not affect the validity and enforceability of the remaining clauses of the Agreement.

16. Electronic Executions and Communications

When you use Website or send emails or other data, information, or communication to Company, you agree and understand that you are communicating with Company through electronic records. You consent to receive communications from us electronically. For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages), from us with respect to your use of Website or your order placed on Website. We will communicate with you via email, via WhatsApp or by posting notices on Website or through any other our Services. You agree that all the agreements, notices, disclosures, and other communications that we provide to you electronically are deemed to be an adequate service of notice/electronic record and satisfy any legal requirement that such communications be in writing.