

GENERAL TERMS AND CONDITIONS

Disclaimer

This agreement governs your relationship with HF Solutions Inc., a company incorporated in Delaware (USA), with registered office c/o Local Agent Services LLC, at 256 Chapman Road, Suite 105-4, Newcastle, Newark, 19702 - USA (hereinafter referred to as "Company") and use of the Company's services (as such term defined below) available on heliosfund.io ("Website") provided by the Company.

You may use the Website and/or the services only on the condition that you accept all of the herein general terms and conditions. Please read these terms carefully before using this Website and services. Using this Website and/or services indicate that you agree to be bound by the following terms and all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on this website and all such terms shall be deemed accepted by you.

We DO NOT provide any kind of exchange or investment service in connection with cryptocurrencies. Cryptocurrencies have specific risks as they are solely backed by technology and trust, hence, You acknowledge to have the technical knowledge and understanding required before entering the crypto mining space.

1. DEFINITIONS

The following definitions apply in this Agreement:

Agreement or **Terms**: the present Agreement between You (user) and the Company;

Company: HF Solutions Inc.;

Account: a set of protected web pages created as a result of the User registration on the Website, using which the User can request Services, manage Services, control fulfillment of Services;

BTC: the virtual currency called Bitcoin, further described at <http://bitcoin.org>;

Cryptocurrency or **Virtual Currency**: digital cryptographic representation of assets, represented by Bitcoin (BTC) and any other type of cryptocurrency.

Fees: rewards paid to the Company by the Users. Amount of the fee is specified on the Website and in the Purchase Order;

Fiat currency: a government-issued currency, that is designated as legal tender in its country of emission on the legislative level;

Force Majeure: any act or event beyond the reasonable control of the Company, including, without limitation, strikes, lockouts or other industrial action by third parties, civil disturbances, riots, invasions, terrorist attacks or threats of terrorist attacks, war (whether declared or not) or threat or preparation for war, fire explosions, storms, floods, earthquakes, subsidence, epidemics or other natural disasters, failure of public or private telecommunications or electricity networks or providers of telecommunications and electricity services, material change in applicable law or change in industry self-regulation relating to Virtual Currencies, Mining or associated services;

Hashing Power: the average daily nominal effective computing power generated by the Miner, used to perform mathematical calculations in order to validate transactions entered in a block of a blockchain protocol and concatenate it with the previous one without there being any change in the data entered;

Hashrate: the measure of the computational power of Mining Equipment per second used for Mining;

Hosting: placing the Mining equipment for storage for special premises ensuring less expensive energy costs; Hosting service is provided by third-party organizations while the Company ensures fulfillment of obligation of both Users and such third-party organizations;

Miner: the hardware and IT equipment that generates the Hashing Power in the Mining Pool;

Mining Pool: the site where the activity of mining the Hashing Power, or third-party as specified in the Purchase Order, takes place;

Mining: the process by which new Cryptocurrencies are created, to the extent determined, upon resolution of the mathematical algorithms necessary to certify the validity and inalterability of the information contained in a block or ledger of the blockchain platform according to a certain consensus algorithm (e.g. Proof of Work algorithm);

Mining Equipment: special computer equipment owned by the Company or User as the case may be, designated for Mining;

Mining Pool: organized association of cryptocurrency miners. The members of these pools work together for the Mining. Cryptocurrencies created through mining in this case are subject to distribution among members of Mining Pool based on the contribution made to the Mining by each such member;

Maintenance: the process of keeping mining machines in functional condition;

Parties: You (User) and the Company (We);

Politically exposed person or “**PEP**” : individuals who are or have been entrusted with prominent public functions by a country, for example, Heads of state or Heads of government, senior politicians, senior government, judicial or military officials, senior executives of state-owned corporations, important political party officials.

Purchase Order: written electronic confirmation of the execution of the purchase transaction performed by User, containing the details of the Services chosen by User among the ones made available by the Company; the Purchase Order is a binding document part of the Agreement;

Services:

- a. Smart Mining;
- b. Agency Services for search for providers of Hosting services;
- c. Agency services for purchasing and maintenance of Mining Equipment from third-parties;
- d. Customer services;
- e. Technical and management services;
- f. Elaboration of enhanced mining strategies;
- g. Other services publicly announced by the Company.

Smart Mining: type of service provided by the Company in the form of a purchase arrangement for acquiring a virtual hashrate, without reference to a specific equipment model, with a set of choosable all-inclusive packages to allow users to participate in Mining by simply delegating the Company the recurring purchase of portions of Mining Equipment, including Hosting and Maintenance, according to the Company’s proprietary strategy;

User: an individual capable under personal law, a natural person or business entity formatted in the appropriate legal form according to local legislation that is eligible to use the Website and has accepted the terms and conditions of the present Agreement with the Company. The Company reserves its right to set forth at any time and upon its own discretion special eligibility conditions or other requirements to certain Users;

User Account Data: Data necessary to access and use the Website. The list of collected personal data is available in Privacy Policy;

Wallet: User's BTC wallet, and its public key, provided by User to the Company by filling out the Account information.

2. ELIGIBLE USERS

2.1 The following restrictions and conditions apply to the use of Services and creating and maintaining the Account (as such term defined below):

- a. You shall not create an account in connection with the Website (an "Account"), or request Services if you are under the age of majority to enter into this Agreement (at least 18 years of age) and meet all other eligibility criteria and residency requirements and fully able and legally capable to use the Website;
- b. You shall use the Website and/or Services if you are a PEP or any member of a PEP's family or any close associate of a PEP, only after the Company, being specifically notified in writing that the User is such a person, conducts further due diligence, and determines that You are eligible for use of the Website and/or Services;
- c. You shall monitor your Account to restrict use by minors, and you shall deny access to children and teenagers under the age of 18. You accept full responsibility for any unauthorized use of the Website by minors in connection with your Account. You are solely responsible for any use of your cryptocurrency wallet or other payment instrument by minors;
- d. You shall not have an Account or use Services if you have previously been removed by the Company from the Website;
- e. You shall not use the Website if you are citizen or resident of countries or territories or individuals under the sanctions of the United Nations, the USA, or the European Union.
- f. You shall not use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spim and spam) to any other user or third party;
- g. You shall not use your Account to engage in any illegal conduct including but not limited to activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. The User represents and warrants that he/she will not use the Website to assist any other party in such illegal activity; and you shall not use your Account to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Website's or the platforms underlying code or technical mechanisms; cause damage to the Website or the Company through any means, including (but not limited to) through the use of malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Website.
- h. You shall not sublicense, rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without the Company's written permission;
- i. You shall not access or use an Account that has been sublicensed, rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the original Account creator without Company's consent.

2.2 Notwithstanding the foregoing, the Company may refuse to provide Website or Services to any person for any reason or no reason whatsoever.

3. USER ACCOUNT

3.1 The use of the Website may require User to create an Account on the Website. You warrant and represent that all information provided when creating such an Account is current, complete, and accurate. You agree to promptly notify the Company of any changes to any information that would cause the information provided upon the Account's creation to no longer be current, complete or accurate.

3.2 By creating an account on Website, User may obtain access to the Services provided by the Company.

3.3 The Company may close a dormant Account at any time with or without notifying User in case there were no possible means to contact the User.

4. ACCOUNT CLOSING

4.1 Unless stated otherwise by the applicable law, either the Company or User may initiate the closing of Account at any time, without explaining the reasons for it. Account shall be closed within 5 (five) business days following the receipt of a respective User's notification. In case the Company has allegations that the User's account is involved in suspicious transactions, the Account shall be closed within 2 (two) calendar days.

4.2 Notwithstanding the closure of Account, User's obligations under this Agreement will continue and all outstanding balances on Account will become payable at once. If the Account is closed by the Company and if User still owes any money to the Company, Agreement shall continue to apply to User until the Company has received and acknowledged receipt of all amounts due and payable to the Company.

4.3 In case Account is being closed by the Company or User has not stated any other account where the balance is to be transferred, the Company shall keep the balance without any interest being accrued on the same and subject to fees for keeping the balance. The balance shall be paid out at User's request pursuant to Agreement and applicable fees. Before paying out the remaining balance, the Company shall identify the User. Any amount owed by User will be obligatorily credited to the wallet in the name of the User.

4.4 The Company is entitled to close Account unilaterally in the following cases:

- a) User has failed to comply with Terms of Use and/or fulfill its obligations before the Company;
- b) User has submitted incorrect and/or false and/or misleading information/documents to the Company;
- c) User has not accessed Account or executed any transactions for more than 1 year, or for other period determined by the Company at its absolute discretion, if the Account balance is zero or negative;
- d) Signatory right of User's representative has expired;
- e) The Company receives information of User's negative reputation or User shows disrespect to the Company.
- f) The Company suspects that User or funds available on Account are related to the laundering of funds derived from criminal activities or terrorism, or funds available on Account are unlawful or operations are made in benefit of PEP.
- g) Once Account is closed for any reason, all electronic services linked to Account will also be terminated automatically.

5. PARTICIPATION IN MINING

5.1 The Company allows Users to participate in Mining by purchasing part of Mining Equipment (hereinafter – "Mining participation right"). By acquiring Mining participation rights, User mandates the Company to choose the Mining Equipment, the Hosting and the related services. The Company is entitled to purchase in the market at its full discretion the Mining Equipment within 30 days from the payment of User. Mining participation right gives User the right to receive the digital representation of the virtual Hashrate reflecting his/her/its purchase as detailed in the Purchase Order. This digital representation of the virtual Hashrate is stored in the User's Account and indicates, in real-time, its counter value in BTC or USD, which reflects the market conditions. Mining participation rights do not represent a claim towards the Company by the User. Users cannot claim direct ownership rights over the

Miner Equipment nor any right, title, or interest in any technology used for the Miner Equipment or in the purchase strategy executed by the Company.

5.2 Cryptocurrencies created by Mining with the Mining Equipment are automatically reallocated by the Company in purchasing other Mining Equipments and, hence, additional Mining participation right, according to the plan chosen by User in the Purchase Order.

5.3 The User acknowledges and agrees that, due to the nature of cryptocurrency, the Company cannot and shall not warrant any revenues from the Mining performed by the Mining equipment, provided however that the Company ensures Hashrate of such Mining equipment in the amount specified in the Website and/or in the Purchase Order.

5.4 The Users are entitled to sell back to the Company, which accepts to buy back, their Mining participation right, partially or totally, at any time. Considerations deriving from the sale of the Mining participation rights are transferred to User`s account in BTC within one working day after the sale order. The User does not have the right to transfer, for any reason or title, the Mining participation right to other Users or other third parties. User cannot reserve any rights over the Mining participation rights sold. The User agrees that the Company has the right, in exceptional cases, to independently make a decision on considering applications for resale of Mining participation rights from Users.

5.5 The Company at its sole discretion is entitled to choose what Mining Equipment shall be used to ensure fulfillment of its obligation to provide Services. The Company solely bears all risks of Mining equipment failures in relation to Mining equipment used to provide Services.

5.6 The Company undertakes to activate and maintain the power supply at its own expense for the duration of the Services. The Company may delegate the provision of the Services to other group companies or to third parties with whom it has collaborative relationships.

5.7 The Company shall act as custodian of the Miner, and undertakes: a) not to use the Miner to pursue illegal goals or commit unlawful activities; b) to use the Miner in accordance with its intended purpose and in compliance with the regulations and technical/operating instructions contained in the manuals; c) to place the Miner in suitable locations free from specific risks concerning safety and accident prevention; d) not to alter the original condition of the Miner; e) to carry out regular cleaning operations of all parts of the Miner by the use of specialized technical personnel of Mining Pool.

6. PURCHASE OF MINING EQUIPMENT

6.1 The User is entitled to choose the purchase option among the ones made available by the Company. Any price displayed on the Website shall not be considered an offer to purchase the Mining equipment. The Company shall order the delivery of the Mining equipment to the Hosting provider; The term of delivery depends on third-party delivery service. The Company undertakes to accept payment for pre-ordered goods and services from the User and promptly transfer it to the supplier organization to pay for the pre-order.

6.2 The delivery time of the equipment is determined by the supplier organization. The Company is not responsible in case of non-fulfillment of the requirements on delivery dates, quality of goods and services by the supplier. In the event of Force Majeure and Force Majeure circumstances related to the Purchase Order, as a result of which it becomes impossible to fulfill the conditions for the purchase of the Mining Equipment, the Company also does not bear responsibility.

7. FEES

You agree to pay the Company the fees for Mining participation rights as specified in the Purchase Order. You authorize us to deduct your User Account for any applicable Fees owed in connection with Services provided by reason of this Agreement.

8. WITHDRAWALS

8.1 Users are only allowed to withdraw funds received as remuneration for selling the Mining participation rights previously acquired. The funds are made available in BTC by default or, as an alternative subject to the availability of third-party providers, in Fiat.

8.2 Remuneration for the Mining may be held by the User in his/her/its Wallet which requires a private key, or a combination of private keys, for access. As the Company cannot have access to the User's private keys, loss of requisite private keys associated with such the User's Wallet storing the remuneration for the Mining will result in loss of such remuneration, access to User's cryptocurrency balance, and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private keys, including by gaining access to login credentials of a hosted wallet or vault service the User uses, may be able to misappropriate the remuneration of the User. The Company has no liability for any failure of the Wallet or unauthorized access to it.

8.3 Users that have not completed the identification procedure (KYC) will not be allowed to execute Withdrawal of fiat currency if available. The transfer of withdrawal in fiat currency is a service provided by third parties, permitted only after completion of identification procedure (KYC), and subject to the availability of the related service by third parties.

8.4 The Company exercises withdrawal transaction within 2 weeks after receipt of User's request. The processing time of the withdrawal request depends on the number of withdrawal requests received on the server. The User agrees that the Company is entitled to deduct any gas commission applicable to such transactions from the amount withdrawn. The User warrants that he/she/it will withdraw the funds to his/her/its controlled accounts only.

8.5 The Company is not liable for the consequences of such withdrawals. Users are solely responsible to seek their own tax advice regarding their participation in Mining, which may result in adverse tax consequences for the User, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes, and similar taxes, levies, duties or other charges and tax reporting requirements.

9. DISCLAIMERS OF WARRANTIES

9.1 Except as expressly provided to the contrary in a writing by us, our Website and/or Services are provided on an "as is" and "as available" basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to our website and/or services, including the information, content and materials contained therein.

9.2 You acknowledge that information you store or transfer through the Website may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, protocol changes by third-party providers, internet outages, Force Majeure events or other disasters including third-party ddos attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through the Website.

10. LIMITATION OF LIABILITY

10.1 Except as otherwise required by law, in no event shall the Company, our directors, members, employees or agents be liable for any special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use our Services or the Company materials, including without limitation any damages caused by or resulting from reliance by any user on any information obtained from the Company, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a Force Majeure event, communications failure, theft, destruction or unauthorized access to company's records, programs or services.

10.2 To the maximum extent permitted by applicable law, in no event shall the aggregate liability of the Company (including our directors, members, employees and agents), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of, or inability to use the Website exceed the fees paid by You to the Company during the 12 months immediately preceding the date of any claim giving rise to such liability.

10.3 The Company is not responsible for any damages caused by delay or failure to perform its obligations under the Agreement in case if the said delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or the state's enemies; lawful acts of public authorities; any and all acts that are regarded as Force Majeure in legal practice.

11. THIRD PARTY MATERIALS

11.1 In order to use this Website and/or Services, you may need to obtain and/or use certain third-party products (i.e. Device), services and/or materials ("Third Party Materials"). Third Party Materials are (i) not licensed hereunder; (ii) not under Company's control or license; and (iii) subject to the applicable licenses and respective terms and conditions of such third parties which you need to enter into prior or subsequent to the installation and/or use of the Third Party Materials and prior to the effective use of this Website and/or Services.

11.2 Notwithstanding any provision to the contrary herein, nothing in these Terms of Use shall be construed as to grant You any rights or licenses with regard to such Third Party Materials or to entitle You to use such Third Party Materials.

12. INTELLECTUAL PROPERTY

12.1 You hereby expressly agree that all rights, title, and interest in and to all intellectual property rights, including, without limitation, patents, copyright, trademark, trade secrets and all other related proprietary rights in this Website are vested in the Company and/or its licensors and the Company and/or its licensors are the sole and exclusive owners thereof.

12.2 All rights in the Website not expressly granted herein are reserved. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Website, its products or Services except as expressly authorized herein. Except as otherwise provided, the Content published on this Website may be reproduced or distributed in unmodified form for personal non-commercial use only. Any other use of the Content, including without limitation distribution, reproduction, modification, display or transmission without the prior written consent of the Company is strictly prohibited. All copyright and other proprietary notices shall be retained on all reproductions.

12.3 The Company hereby disclaims any rights to trademarks, service marks, trade names, logos, copyright, patents, domain names or other intellectual property interests of third parties. All intellectual property interests of third parties listed above are the properties of their respective owners. Third Party Material are the properties of their respective owners. The Company disclaims any proprietary interests in the intellectual property rights other than its own.

13. INDEMNIFICATION

You hereby agree to indemnify and hold harmless the Company, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of your breach of this Agreement, including without limitation infringement by using materials of any third-party intellectual property and/or proprietary right, including, but not limited to, patent, trademark, copyright, trade secret, publicity and/or privacy.

14. ASSIGNMENT

14.1 The Company may assign, transfer or delegate this Agreement or the fulfillment of any of its obligations pursuant to these Terms and/or Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent.

14.2 You may not assign, transfer or delegate any rights or obligations under the Terms or Privacy Policy without Company's prior written consent, which may be withheld in its sole discretion, and any unauthorized assignment and delegation by you is void and ineffective.

15. ENTIRE AGREEMENT

These Terms contain the entire agreement and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with the Company for the Services or for any other Company's product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with the Company, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.

16. AMENDMENTS

These Terms of Use may be amended by the Company upon notice given by one or more of the following means: through the Website at or after you login to your Account, by email communication to the address provided by you when you set up your Account, or by written mail communication to the address on record for your Account. Failure to provide or maintain accurate or current contact information by you will not release you from responsibility to comply with these Terms as amended from time to time. Please check the Terms published on this Website regularly to ensure that you are aware of all terms governing your contractual relationship with the Company. In addition, specific terms and conditions may apply to specific content, products, materials, Services or information contained on or available through this Website or transactions concluded through this Website. Such specific terms may be in addition to these Terms or, where inconsistent with these Terms, only to the

extent the content or intent of such specific terms is inconsistent with these Terms, such specific terms will supersede these Terms.

17. SEVERABILITY

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Agreement, provisions, covenants, and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions of the Agreement without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

18. NOTICES

Any notice or other communication under this Agreement shall be in writing and shall be considered given and received when sent by email. The Users official email for communication shall be deemed the email specified by the User during the creation of Account. The language of communication shall be English.

19. PRIVACY POLICY AND PERSONAL INFORMATION

The Company has a Privacy Policy that governs the use and protection of User's private information according to the applicable laws and good practices. The full text of the Privacy Policy is made available on the Website.

20. TERM AND TERMINATION

20.1 The term of this Terms of Use ("Term") shall begin when you start using this Website and/or Services and shall continue in perpetuity unless otherwise terminated by the Company by written notice or by User according to art.4. The Company expressly reserves the right to change, suspend or discontinue all the Website or portion thereof, at any time, and may terminate your use of the Website at any time. Without prejudice to any other rights, these Terms will terminate automatically if You fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of these Terms of Use, you must immediately cease using the Website including without limitation any use of Company's trademarks, trade names, copyrights and other intellectual property.

20.2 The Company reserves the right to stop offering Services and/or supporting the Website or part of the Website at any time either permanently or temporarily, at which point your license to use the Website or a part thereof will be automatically terminated or suspended. Termination of your Account can include disabling your access to the Website or any part thereof including any content you submitted or others submitted.

21. APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement shall be governed, construed, and enforced under the law of Delaware. The Parties will tend to solve all disputes, differences and claims that can arise out of the execution, termination or cancellation of the Agreement by means of negotiations. The Party that has some claims should send a notification to the other Party describing the arisen claims and/or differences. In case of no agreement during negotiations, the Party shall send

a claim to the other Party. The party receiving the claim is obliged to respond in writing to it within 10 (ten) days from the date of receipt. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Paris International Court of Arbitration based on written documents (written procedure). The number of arbitrators shall be three. The language to be used in the arbitral proceedings shall be English.