

FLEXPOOL.IO

TERMS OF USE

Effective Date: 1 August, 2021

1. ACCEPTANCE OF THE WEBSITE AND MINING POOL PLATFORM TERMS AND CONDITIONS OF USE

Flexpool.io Technologies Inc. (“**Flexpool**”) is an incorporated company under the Business Corporations Act (British Columbia) with its registered office at 400 – 725 Granville Street, Vancouver, British Columbia, V7Y 1G5, Canada. Flexpool.io is a website and cryptocurrency mining platform operated by Flexpool that allows individual miners to pool their computing power to mine cryptocurrencies more effectively.

You means any person, whether an individual or a legal person, who uses Flexpool’s website and/or platform to mine cryptocurrencies with Flexpool.

This terms of use agreement (the “**Terms of Use**”) describes the terms and conditions applicable to your access and use of this website (the “**Website**”) and your participating in Flexpool’s cryptocurrency mining platform (the “**Platform**”) by mining/farming the cryptocurrency (“**Cryptocurrency Mining**”). This Website is owned and operated by Flexpool. You accept these Terms of Use by using the Website. If you do not agree to these Terms of Use, you must not use the Website or the platform. Flexpool may revise these Terms of Use at any time by posting the revised Terms of Use on the Website, and you agree that your use of the Website after such changes will constitute your acceptance of such changes. These Terms of Use apply to all users and visitors of the Website.

By using this Website and/or participating in Flexpool’s mining platform, you confirm that you are the legal age of majority under your jurisdiction’s applicable law and have capacity to form a binding contract with Flexpool. You understand and confirm that when using this Website, you must abide by and comply with these Terms of Use and any applicable local laws of your jurisdiction. Flexpool bears no responsibility or liability for your use.

2. HOW DOES CRYPTOCURRENCY MINING/FARMING AND THE PLATFORM WORK?

*Cryptocurrency Mining and Cryptocurrency Farming are referenced as “**Cryptocurrency Mining**” below.*

Mining of cryptocurrencies is a process, in which miners perform mathematical operations to verify and add transactions in a form of blocks to the public cryptocurrency ledger (the blockchain).

When someone sends cryptocurrency anywhere, it’s called a transaction. When a miner successfully verifies a block of transactions, the miner is rewarded with a block reward and the transaction fees from the transactions included in such a block.

Transaction fees are the fees that other users of the cryptocurrency network pay to have their transaction verified by miners.

The mining pool allows miners to pool their computing power and then share the received rewards and transaction fees proportionally, so that the miners are rewarded on a more consistent basis.

You can find more information about the mining process and the Platform (including how to get started) on Flexpool's FAQ's page here: <https://www.flexpool.io/faq>

3. MINING WITH FLEXPOOL

When you connect your device to the Platform and let Flexpool know that you would like to start mining, Flexpool will then assign you a particular computing power intensive task and you will then use your hardware to perform the assigned task and to communicate the solution to Flexpool.

Flexpool may at any time decide not to use your computing power (to refuse it) without having to give a reason.

You may at any time choose to stop mining with Flexpool by replacing Flexpool's Pool URL with another URL in your miner config. You agree that you are responsible for obtaining any necessary information on tax and other similar obligations that you have in relation with mining cryptocurrencies. Flexpool is not responsible neither for obtaining such information for you, nor for compliance with such obligations.

You agree not to abuse, hack, attempt to hack, or take any other hostile action on (for example, block withholding attack, botnet attack, etc.) any of Flexpool's mechanisms, processes, mistakes, bugs or imperfections in programming or errors in the respective cryptocurrency network to take advantage of or disadvantage any miners, or to disrupt the operation or the availability of the Platform.

The cryptocurrency mining process is very demanding on the computing power of your hardware, which can cause an increase in electricity consumption and accelerate wear on some of the hardware components. You agree that Flexpool is not responsible for any of these costs.

For information about Flexpool's reward scheme, Flexpool's commission, and the payout threshold limit, please see Flexpool's FAQ's page here: <https://www.flexpool.io/faq> and Get Started page here: <https://www.flexpool.io/get-started>. Flexpool may amend or change Flexpool's reward scheme, fees/commission rates, and payout threshold limits at any time. Flexpool will try to give you reasonable notice of any amendment or change before it becomes effective.

Flexpool is not a cryptocurrency wallet intended to be used to store your cryptocurrency coins for extended periods of time. All cryptocurrency mining platforms are subject to some level of risk of being hacked or attacked, which may lead to the loss of certain amounts (or even all) of mined cryptocurrency coins. You agree to minimize the risk by requesting regular pay outs of the confirmed reward and you agree to provide any cooperation necessary to achieve this. Flexpool is not responsible for any rewards that have not been paid out.

Flexpool may charge a fee or interest on unpaid rewards over three months old. Flexpool may invest unpaid rewards.

4. FLEXPOOL MAY MAKE CHANGES TO THE WEBSITE AND PLATFORM

Flexpool may update or change the Website and Platform from time to time without notice to reflect changes to Flexpool's products or services, Flexpool's users' needs and Flexpool's priorities.

Flexpool is under no obligation to update the Website, its content, or the Platform.

5. FLEXPOOL MAY SUSPEND OR WITHDRAW THE WEBSITE OR PLATFORM

Flexpool does not guarantee that the Website or Platform will always be available or be uninterrupted. Flexpool may suspend or withdraw or restrict the availability of all or any part of the Website or Platform for any reason. Flexpool will try to give you reasonable notice of any suspension or withdrawal.

6. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

You understand and agree that the Website and its entire contents, features, and functionality, including, but not limited to, all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by Flexpool, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

The Flexpool name and all related names, logos, product and service names, designs, images, and slogans are trademarks of Flexpool or its affiliates or licensors. You must not use such marks without the prior written permission of Flexpool. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

You may only use the Website for your personal and non-commercial use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website, in any form or medium whatsoever except:

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- (b) a reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever.

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7. THIRD PARTY WEBSITES

For your convenience, this Website may provide links or pointers to third-party sites. Flexpool makes no representations about any other websites that may be accessed from this Website. If you choose to access any such sites, you do so at your own risk. Flexpool has no control over the contents of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

You may link to Flexpool's homepage, provided you do so in a way that is fair and legal and does not damage Flexpool's reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on Flexpool's part where none exists. The Website must not be framed on any other site. Flexpool reserves the right to withdraw linking permission without notice. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

8. PRIVACY

You may access Flexpool's Website as a regular user or subscribe to receive Flexpool's newsletter and become a subscriber (the "**Subscriber**"). You may choose to unsubscribe from Flexpool's newsletter by contacting Flexpool at privacy@flexpool.io or following the opt-out links on any Subscriber content sent to you by Flexpool.

By using this Website you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze website use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the Website may not function adequately. For more information on this automated information gathering practices, see [Privacy Policy](#).

9. BREACH OF THESE TERMS OF USE

If you fail to comply with these Terms of Use, Flexpool may, in its sole discretion, consider you in breach of the Terms of Use and may take all or any of the following actions without notice to you:

- (a) immediate, temporary or permanent withdrawal of your right to use the Website;
- (b) issue a warning to you;
- (c) commence legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from a breach;
- (d) take further legal action against you; and
- (e) provide disclosure of such information to law enforcement authorities as Flexpool reasonably considers necessary or as required by law.

Flexpool excludes any liability for all actions Flexpool may take in response to breaches of these Terms of Use. The actions Flexpool may take are not limited to those described above, and Flexpool may take any other action Flexpool reasonably deems appropriate.

10. DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT, ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE, AND THE PLATFORM IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE, AND THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

FLEXPOOL NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY CONTENT OR SERVICES AVAILABLE THROUGH THIS WEBSITE AND THE PLATFORM.

FLEXPOOL CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, FLEXPOOL WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

FLEXPOOL DOES NOT GUARANTEE THAT THIS WEBSITE OR PLATFORM WILL HAVE UNINTERRUPTED SERVICE, BE ERROR-FREE, BE TYPOGRAPHICALLY ACCURATE, BE DATA REPORTING ACCURATE, THAT DEFECTS WILL BE CORRECTED, THAT NEW FUNCTIONALITY WILL BE ADDED, THAT YOU WILL RECEIVE ANY REWARDS FOR THE COMPUTING POWER YOU'VE PROVIDED, OR THAT THE WEBSITE OR PLATFORM IS FREE FROM VIRUSES, MALWARE, OR OTHER HARMFUL SERVICES. YOU ARE RESPONSIBLE FOR VERIFYING THE INFORMATION BEFORE RELYING ON IT. YOU ARE RESPONSIBLE FOR PROVIDING YOUR OWN ANTI-VIRUS, FIREWALLS, SECURITY AND/OR VPN SERVICES, TO PROTECT YOUR OWN INFORMATION, DEVICES, NETWORK, APPLICATIONS AND SERVICES. USE OF THIS WEBSITE, THE CONTENT ON THIS WEBSITE, AND THE PLATFORM IS SOLELY AT YOUR OWN RISK.

11. LIMITATION OF LIABILITY

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL,

CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE WEBSITE OR THE PLATFORM, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY WEBSITE CONTENT, MATERIALS, POSTING, OR INFORMATION THEREON EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

12. INDEMNITY

You agree to indemnify, defend and hold Flexpool, its affiliates, and their respective officers, agents and employees, harmless from any loss, liability, claim, or demand, including reasonable legal fees, due to or arising out of your use of the Website, the content or the resources available through the Website, the Platform and/or breach of these Terms of Use.

13. GOVERNING LAW

If there is a dispute, you agree to submit to the exclusive jurisdiction of the courts located in the Province of British Columbia, Canada. These Terms of Use are governed by the laws of the Province of British Columbia, and the laws of Canada applicable therein. Prior to this escalation it is highly recommended that you contact Flexpool directly, to help resolve any issues or queries that you may have. Both parties agree to communicate and negotiate first and foremost, attempt mediation services next, and at last attempt to use legal counsel and the Canadian court system.

You may not assign these Terms of Use, transfer rights, or delegate any obligations under these Terms of Use, in whole or in part, whether voluntary or by law, without Flexpool's prior written consent.

These Terms of Use constitute the entire agreement between you and Flexpool, supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter, and are legally binding. If for any reason a court of the competent jurisdiction finds any provision or portion of these Terms of Use to be invalid, illegal, or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

14. WAIVER

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms of Use operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. REPORTING AND CONTACT

You may contact Flexpool by writing to hq@flexpool.io for general inquiries and to privacy@flexpool.io with respect to all privacy related matters.