

**TERMS OF USE
Gomining Token**

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The sale of the Gomining token does not apply to United States, PRC, Iran, Singapore citizens, legal entities, or companies with US, PRC, Iran, Singapore capital. If an individual or legal entity associated with the United States purchases a Gomining token, that person is personally responsible for the purchase made. Any claim by US, PRC, Iran, Singapore regulators against Gomining will be void. Gomining is not responsible for the actions of US, PRC, Iran, Singapore citizens, but will endeavor to properly verify the citizenship of its customers and, if a link to the US is found, promises to bar the customer from purchasing tokens.

The materials on the website may still contain technical or other inaccuracies, omissions or typographical errors for which Gomining is not responsible. Gomining does not guarantee or make any representations about the use, validity, accuracy, completeness or reliability of any statements or information on the site.

1. Terms of Use (the term "Use" will mean any access, download, reproduction, installation, copying, demonstration and / or other use, as the case may be) of our Gomining token and related services that allow to issue, manage, transfer lease and exchange tokens, as well as exchange other tokens for tokens. Please read these Terms of Use carefully before using Gomining Token. These Terms of Use form a binding Agreement between the Gomining Pte Ltd Company ("Company", "us", "we") and you as a User. The term "You" or "User" refers to any person or entity browsing, accessing, downloading, reproducing tokens. A copy of these Terms of Use may be downloaded, saved and printed for your reference.
2. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE, PLEASE DO NOT ACCESS OUR SITE, USE OR BUY GOMINING TOKEN. THE COMPANY BELIEVES THAT THE INFORMATION PRESENTED IS ACCURATE AND THAT IT

WAS OBTAINED FROM SOURCES THAT THE COMPANY BELIEVES TO BE RELIABLE. HOWEVER, THE COMPANY DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION. SUCH INFORMATION MAY CHANGE WITHOUT PRIOR NOTICE. DECISIONS TO USE, HOLD, TRANSFER, TRADE OR MAKE OTHER TRANSACTIONS WITH CRYPTO-ASSETS INVOLVE HIGH DEGREE OF RISK AND ARE BEST TO BE MADE BASED ON THE ADVICE OF QUALIFIED FINANCIAL PROFESSIONALS. ANY DEALINGS WITH CRYPTOCURRENCIES AND OTHER CRYPTO-ASSETS INVOLVE A RISK OF SUBSTANTIAL LOSSES. BEFORE UNDERTAKING ANY ACTION AND USING GOMINING TOKEN WE STRONGLY ADVISE YOU CONSULT A QUALIFIED FINANCIAL PROFESSIONAL. PLEASE CONSIDER CAREFULLY WHETHER SUCH INVESTING IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION AND ABILITY TO BEAR FINANCIAL RISKS. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR POSSIBLE NEGATIVE CONSEQUENCES THAT YOU OR SOMEONE ELSE WILL INCUR AS A RESULT OF ANY CRYPTO-TRANSFER AND / OR EXCHANGE OR INVESTMENT ACTIVITY.

3. You hereby confirm and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and to abide by and comply with these Terms. By using the GOMINING TOKEN you confirm that:
 - you are at least 18 (eighteen) years old;
 - you are of legal age to accept this Agreement according to your residence country legislation;
 - you comply with the laws and regulations of your country of residence;
 - you have the full capacity and authority to enter into this Agreement;
 - you have the Gominig wallet address;
 - you agree and understand that you are always responsible for your behavior, actions and omissions;
 - you agree and understand that you are always responsible for your behavior, actions and omissions;
 - you agree to indemnify and hold harmless the Company and any of its affiliated persons against all suits, claims, costs, losses, damages or demands (including w/r/t property loss, tax claims, infringements of intellectual or personal rights) in case of your non-compliance with these Terms;
 - it is legal to accept GMT according to your residence country legislation;
 - you agree with our KYC measures.
4. By entering these Terms and using Gominig Token you will warrant and represent that:
 - you have full capacity to contract under applicable law;
 - you will only be transacting via the Gominig Token with legally-obtained funds that belong to you;
 - you will not be performing, undertaking, engaging in, aiding, or abetting any unlawful

activity through your relationship with us;

- you will not use the Gominig Token for illegal purposes, including money laundering of criminal proceeds, transfer or receipt of payment for planning, preparation or commitment of crime, for financing the terrorism and illegal trade;
- you will not use the Gominig Token for any purpose prohibited by these Terms or in any manner that could damage, disable, overburden, or impair the Company;
- you will be complying with and obeying all applicable laws, including but not limited to securities and capital market legislation, anti-money laundering and counterfeiting terrorism, consumer protection laws, financial promotion.

5. Risk of Blockchain Technology Usage.

You understand that blockchain technologies including Gominig Token technology and other associated and related technologies are new, untested and outside of your or the Company's control and adverse changes in market forces or the technology, broadly construed, may cause the nonperformance by the Company under this Agreement. By utilizing the Gominig Token or interacting with the content in any way, you represent that you understand the inherent risks associated with blockchain systems; and warrant that you have an understanding of the usage and intricacies of blockchain-based software systems and crypto tokens.

6. Volatility of Cryptocurrencies.

You understand that crypto-assets and other blockchain technologies and associated currencies or tokens are highly volatile due to many factors including but not limited to adoption, speculation, regulatory changes, technology, and security risks. Changes in relevant networks may result in sudden changes to the value and/or usability of your crypto-assets. You acknowledge these risks and represent that the Company cannot be held liable for such risks and related costs.

7. Sophistication.

The services of Gominig Token are complex and carry a high level of risk and are not appropriate for Users who do not possess the appropriate level of knowledge and experience to deal with crypto-assets. The Company is not obliged to assess the suitability of the services for Users and any comment or statement which may be made by the Company as to the suitability of the Services to User should under no circumstances be considered as investment or legal advice and should not be received or relied upon as such.

8. Unfavorable regulatory environment.

Cryptocurrencies and blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Gominig token could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions of use of crypto-assets. The Company and its third party service providers have implemented and maintained commercially reasonable technical and organizational security measures designed to meet the following objectives: (a) ensure the security and confidentiality of your data; (b) protect against anticipated threats or hazards to the security or integrity of your data; (c) protect against unauthorized access or use of your data. However, we cannot guarantee that unauthorized third parties will never be able to circumvent these measures to access your data for inappropriate purposes. Herewith you acknowledge and agree that you access and

use the Gomining token at your own risk. The risk of losing the value of held and traded crypto assets can be significant.

9. You agree to release and to indemnify, defend and hold harmless. Company and its parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the Gomining Token, your violation of these Terms of Use, and any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy. Company reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Company in the defense of such matter.
10. Your use of the Gomining token is at your own risk. In no event will the Company be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of the Gomining token, the delay or inability to use Gomining token or otherwise arising in connection with the Gomining token whether based on contract, tort, strict liability or otherwise, even if advised of the possibility of any such damages. You expressly understand and agree that your use of the Gomining token is at your sole risk. Gomining token is provided on an "AS IS" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that Company has no control over, and no duty to take any action regarding: which users gain access to or use the GOMINING TOKEN; which third party websites and services you use with the help of or through the Software and the Services; how you may use the Gomining token; or what actions you may take with the help of the Gomining token.
11. Unless the contrary is specifically provided in these Terms, any notice, instruction, requestor other communication to be given to us by the User under these Terms shall be in writing and shall be sent to the email address below (or to any other address which we may from time to time specify to the user for this purpose) and shall be deemed delivered only when actually received by us at: Gomining Pte Ltd, Token@gomining.com.

12. **DISPUTE RESOLUTION, PLACE OF JURISDICTION AND GOVERNING LAW.**

These Terms shall exclusively be governed by and construed in accordance with the substantive laws of Singapore, as amended from time to time. In the event that the parties are unable to resolve a Dispute, then the parties hereby irrevocably submit such Dispute to the exclusive jurisdiction of the courts of Singapore.

13. **FORCE MAJEURE.**

A Force Majeure Event includes without limitation each of the following:

Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international disaster, economic or political crisis, Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster, labour disputes and lock-out, breakdown, failure or malfunction of any electronic network and communication lines (not due to our fault), any event, the circumstances of the entity that we cannot reasonably control, and the consequences of this event (s) are

such that Gomining's support team is unable to take any reasonable action to correct the situation.

14. Entire Agreement/assignment/these terms (and any additional terms, rules and conditions of participation that Company may post with respect to provision of the Gomining Token) constitute the entire Agreement between you and Company with respect to the Gomining Token and supersedes any prior agreements, oral or written, between you and Company. In the event of a conflict between these Terms and the additional terms, rules and conditions of participation, the latter will prevail over the Terms to the extent of the conflict. We may assign these Terms to our parent company, affiliate or subsidiary, or in connection with a merger, consolidation, or sale or other disposition of all or substantially all of its assets.
15. The Company's failure to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. If any provision of the Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.
16. You bear the sole responsibility to determine if your use of the Gomining Token and/or any other action or transaction you made through have tax implications for you and for payment of all applicable taxes. By using the Gomining Token, and to the extent permitted by law, you agree not to hold us liable for any tax liability associated with or arising from the operation of the Company or any other action or transaction related to Gomining Token.
17. YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE GOMINING TOKEN. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF GOMINING TOKEN MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE GOMINING TOKEN IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY NOR ITS AFFILIATED PERSONS OR REPRESENTATIVES WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENT CONNECT, SPECIAL ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER DAMAGES), RESULTING FROM THE SERVICE; THE USE OF THE GOMINING TOKEN; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE GOMINING TOKEN; ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR INTERNET OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE; ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE GOMINING TOKEN OR USE THE GOMINING TOKEN; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPING, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO GOMINING TOKEN.