

## TERMS AND CONDITIONS

These terms and conditions (the "Agreement") constitute a legal agreement between the User and a company registered in Estonia under registration number 14559573 with respect to the use of the cloud mining service available on the website: [astra-mining.com](http://astra-mining.com) ("Website").

These terms of use describe how Astra International (cloud hosted cryptocurrency mining service) operates and any related rights and obligations. 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.

The company reserves the right, in its sole discretion, to change, modify, add or remove portions of these terms of service at first 3 (three) months from the beginning of operating the business. It is your responsibility to check these terms periodically for changes. The current version of these terms is available at <https://astra-mining.com>

Your use of the website and/or the service after the published updates to the terms will mean that you accept and agree to the changes. As long as you agree to and comply with these terms, the Company grants you personal, non-exclusive, non-transferable, limited rights to enter and use the website and the service.

By clicking the "I accept" button, you acknowledge that you have read, accepted and agree to be bound by the terms of this Agreement, our privacy policy and all other instructions provided with respect to the service and the services available on the Website (the "Services").

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

1.1. This is an Agreement between Astra International (also referred to in terms such as "Astra", "Company", "We", "Us" or "Our") and you (also referred to in terms such as "User", "Customer", "You", "Your"), the person who has access to the Astra cloud mining service.

1.2. In these terms:

1.2.1. a reference to "cryptocurrencies", "Cryptocurrencies" is a reference to distributed, decentralized peer-to-peer digital currencies:

1.2.1.1. "Bitcoin" is a reference to a cryptocurrency known as bitcoin;

1.2.1.2. "Altcoins" is a reference to all cryptocurrencies except bitcoin;

1.2.2. "Miners" are people who register for bitcoin and/or altcoins mining with the cloud machine. If you successfully apply for cloud machine administration, you will become a miner;

1.2.3. "Mining pool" is an organized Association of cryptocurrency miners. Members of these associations work together to mine cryptocurrencies and these cryptocurrencies are distributed among members based on the contribution made to mining by each member;

1.2.4. "Mining equipment" is a computer equipment owned by the Company, which is used for the provision of services and production of cryptocurrencies;

1.2.5. "Hashrate" or "Hash rate" is the power of mining equipment used to mine cryptocurrencies;

1.2.6. "Service" is a cloud service of the company for mining, which allows individuals and legal entities to remotely mine cryptocurrencies for themselves, using mining equipment and a Website;

1.2.7. "Support" or "customer support" is a technical support service of the Company, which is provided by e-mail/through the personal account, which is opened to each Client/FAQ at <http://astra-mining.com>, where customers can find answers to common questions and request help by sending a request;

1.2.8. "Website" is [astra-mining.com](http://astra-mining.com) and any applications, software, emails or other websites that we use to provide the services;

1.2.9. "Payout" is a periodic deposit credited to your account, depending on the size of your contribution to cloud mining.;

1.2.10. "Fee" means the service fee and electricity charged daily from the Customer's account;

1.2.11. "Account" means your personal access to the service described further in clause 6;

1.2.12. "Balance" - the balance of your personal account;

1.2.13. "Contract" is access to a cloud machine at a specific hashing rate;

1.2.14. "Contract term" is the period of time for which a miner has agreed to pay for the administration of a cloud machine;

1.2.15. "Hold" is a condition in which may be placed, prevents a withdrawal of funds used as security measures;

1.2.16. "Pre-order" is a contract with a start date in the future. The start date is approximate and can be changed;

1.2.17. "Referral program" or "Affiliate program" is a functionality that allows a customer to receive financial rewards for contracts purchased by other customers;

1.2.18. "Referral code" is an alphanumeric sequence (at least 6 characters long) that is associated with a customer account;

1.2.19. "Referral link" is a URL with a referral code that allows a new customer to register on the Website;

1.2.20. "Referral" is a client registered via a referral link of another client;

1.2.21. "Referrer" is a customer who has registered another customer through their referral link;

1.2.22. "Referral purchases" are purchases made by a referral;

1.2.23. "Referral bonus" is a reward that a referrer receives for the purchase of a referral;

1.2.24. "Liate network" is a third - party website that allows any person (with or without an Astra account) to receive financial rewards for Astra contracts purchased by referred customers.

1.3. These terms apply to any mining that you conduct through the service and the website, and they form a legal agreement between you and the Company.

1.4. In the event of a conflict between these terms of use and the instructions, manuals or other similar information on the Website, these terms will prevail.

1.5. We cannot definitively determine how many bitcoins and/or altcoins will be mined by any miner and/or specific cloud machine.

1.6. By applying to register as a miner, you confirm 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, directions and similar information contained on the website.

1.7. You can apply for registration as a miner only if:

1.7.1. you are 18 years of age or older; and

1.7.2. you have full legal capacity; and

1.7.3. this activity is not prohibited in your jurisdiction;

1.8. To register as a miner, we may require you to provide us with identification or other documentation to help us prevent fraud or money laundering. This may include photo identification and proof of address. We may also conduct our own identity checks for you on sanctions lists, your credit history and other checks.

1.9. Miners are prohibited from visiting the site or using the service through anonymous proxy services (such as Tor) and other services or technologies that hide the user's actual Internet connection.

## **2. RISK WARNING**

2.1. Actions with cryptocurrencies carry inherent risks. Due to the fact that cryptocurrencies are unregulated and decentralized, their value cannot be insured. The cost of any contract, any amount of any cryptocurrency can be changed by the Company due to a

number of factors that are beyond the control of the Company. These factors include, but are not limited to, changes due to mining difficulties, cryptocurrency price fluctuations, equipment obsolescence and equipment depreciation. You understand and agree that the cost of any contact and any amount of mined cryptocurrency carries the risk of 100% loss of invested funds at any time due to the nature of cryptocurrency. You understand that you are solely responsible for managing the cryptocurrencies on your balance sheet and for any losses or expenses incurred by any third party.

2.2. Any information related to cryptocurrency and cryptocurrency mining that is posted, published and/or provided by the Company through any communication channel may be changed.

### **3. DIGITAL CURRENCY**

3.1. You must not mine, buy, sell, exchange, own or otherwise use or exploit cryptocurrencies in any manner that is prohibited by laws or regulations that apply to you.

3.2. Cryptocurrencies may not be suitable for everyone. Before mining any cryptocurrencies you should learn about them to make sure they are suitable for you. Like all currencies, the use of cryptocurrencies has its drawbacks. Some of the risks inherent in cryptocurrencies include:

3.2.1. bitcoin/altcoin fluctuation rates may drop sharply and even drop to zero;

3.2.2. transactions with cryptocurrencies can be broken for some time. There is a risk that some cryptocurrency transactions may never be confirmed, that is, not completed;

3.2.3. transactions with cryptocurrencies are irreversible - if you send any amount of cryptocurrency to the wrong person, you will not be able to return these funds;

3.2.4. Cryptocurrencies may be lost if you lose or forget any access codes/passwords needed to access and use these cryptocurrencies;

3.2.5. unknown technical defects inherent in cryptocurrencies; and

3.2.6. new regulation that affects the use of cryptocurrencies.

3.3. By agreeing to these terms of service or mining cryptocurrencies through the service, you indicate that you understand, are able to understand and accept the risks associated with cryptocurrencies.

### **4. REGISTRATION**

4.1. By applying for registration, you make an offer to enter into an agreement under these terms. Once submitted, you cannot withdraw your offer.

4.2. Only we can decide whether applications will be accepted. If your application is accepted, an agreement will be made between you and us. Subject to any of your legal rights, you may not withdraw from the agreement provided in these terms of service and you will not be entitled to a refund.

### **5. CONTRACT**

5.1. These terms of service by the Company are valid for the entire period of the Company's existence and remain in force regardless of the existence of the User account.

5.2. The agreement remains in force as long as mining generates income (see section 5.5.), either before expiration or termination (see section 13).

5.3. Contracts with a specified expiration date will expire on the expiration date and the services will be terminated by the Company.

5.4. Pre-order contracts that are not activated immediately upon purchase are activated on the specified date.

5.5. The company reserves the right to change the launch date, the duration of any contract with the Client.

### **6. ACCOUNT AND PERSONAL INFORMATION**

6.1. To register, you must provide personal information, a valid email address (which will be used as a username and to identify you) for your account on the site ("Account"), a password ("Password"). You must select your country of residence for the appropriate calculation of the tax base. To be able to withdraw funds, you will need to enter at least one wallet for the cryptocurrency you are mining. The account can allow you to add more than one cryptocurrency wallet.

6.2. The company may request to provide personal data (personal identification information) and/or financial information of the account holder for KYC (Know Your Customer) and/or AML (Anti-Money Laundering) procedures. The company reserves the right to impose restrictions on the account depending on the information provided.

6.3. The client assures that all information about the Client is true, complete, reliable and up-to-date.

6.4. A username and password will be provided to you if you successfully apply for registration as a miner.

6.5. You will need your login and password to access your personal account on the Website. Your username and password are personal to you and should not be disclosed to any third party.

6.6. The client can access only 1 (one) account/personal account.

6.7. When you register, you can submit an order for cloud machine administration. This order allows you to specify the processing power of the cloud machine.

6.8. The client's application is an intention to conclude a contract with the Company and is not a formed contract. If we accept your order, we will link your contract to your account. Until the order is confirmed the payment is considered pending and the Company reserves the right to reject your payment.

6.9. Confirmation of your order will be made by e-mail, which will also indicate the expected date of commencement of the contract. The effective date of the contract will be indicated in a subsequent e-mail. We cannot say how long it will take to verify the User's personal data.

6.10. Subject to payment of any fees that may be applied, miners will be able to receive cryptocurrencies based on the computing power of the cloud machine and the period of time during which the cloud machine mines the cryptocurrency. Miners will only be able to administer the cloud machine for the duration of the contract. These cryptocurrencies will be transferred to The client's wallet upon request, if such request is confirmed by the Client.

6.11. If you lose access to your account, the Company may ask you to provide certain types of information, including personal identification information, to identify the account holder. This may include, but is not limited to: proof of identity; proof of residence; proof of ownership of phone number/email and any identifying activity on the website, such as transaction IDs, order numbers, withdrawal amounts and others.

## **7. THE USE OF YOUR ACCOUNT**

7.1. You can mine cryptocurrencies only for your own benefit. By using the website and/or the service, you confirm that you are not acting in the interests of any other person or entity.

7.2. We may assume that any use of your account is made by you. You are solely responsible for any use of the website or service under your account or any other use of your username and password.

7.3. You can only have one account. If you have forgotten your Username or password, you can use the password recovery option or contact support.

7.4. **DON'T SHARE YOUR PASSWORD WITH OTHERS OR ALLOW OTHERS TO USE YOUR ACCOUNT. WE ARE NOT RESPONSIBLE FOR ANY MISUSE OF YOUR PASSWORD OR ACCOUNT BY YOU OR ANY OTHER PERSON. IF YOU HAVE REASON TO BELIEVE THAT ANY OTHER PERSON KNOWS YOUR PASSWORD OR**

THAT YOUR ACCOUNT WAS USED BY ANY OTHER PERSON, YOU SHOULD IMMEDIATELY NOTIFY US.

## **8. LIMITATIONS AND LIABILITY**

8.1. You agree to comply with all applicable laws and regulations, statutes and all rules applicable to your use of the site and the service.

8.2. You may not abuse the promotions, discounts, referral bonuses and/or referral systems provided from time to time by the Company and/or its partners.

8.3. You are not allowed to use any means to mask your Internet traffic and IP address (e.g. proxy service, Tor, VPN, etc.).

8.4. Multilevel marketing systems (MLM) and/or high-yield investment projects (HYIP) are prohibited from providing any services to their users or partners on the basis of Astra cloud mining.

8.5. The customer is prohibited from using or exploiting errors in the design of the website, service and/or all and any of their parts, functions that have not been documented and/or "software errors" for commercial/personal benefit or as a means of disrupting and/or destabilizing the service and/or the website. If you accidentally encounter such an error, you need to report your findings to support.

## **9. ADMINISTRATION OF THE MINING**

9.1. During the term of the contract you can use the website for:

9.1.1. changes or updates to registration and contact information;

9.1.2. with support, deactivate or activate your account, as well as terminate the current agreement;

9.1.3. use support to change your sign-in email address;

9.1.4. change some of your cloud machine's mining settings;

9.1.5. change the addresses of your cryptocurrency wallets.

9.2. Subject to pre-payment and additional fees, you can use the site to:

9.2.1. add a new cloud machine; and

9.2.2. increase the computing power of the cloud machine.

## **10. BALANCE**

10.1. Your balance in your personal account is your personal amount of funds available for use.

10.2. A service can have multiple balances. Currently, there are types of balances:

10.2.1. BTC balance is measured in BTC (bitcoins), accurate to 0.00000001 BTC (1 satoshi, minimum indivisible amount of BTC);

10.2.2. ETH balance is measured in ETH (Ethereum), with an accuracy of 0.00000001 ETH (10 GWei).

10.3. Other types of cryptocurrency balances can be entered and/or deleted at any time.

10.4. The funds extracted during the mining process will be transferred directly to your balance. This can take up to 24 (twenty four) hours from the time the coins are created.

10.5. You can use the balance in the following ways:

10.5.1. You can withdraw your balance at any time if it meets the minimum requirements, unless otherwise stated (subject to change).

10.5.2. You can purchase additional contracts for cloud machines to increase the overall hash rate/capacity.

10.6. The company reserves the right to recalculate the balance of cloud machines, hashing speed and logs, including, but not limited to, in case of any errors in the service, to correct any errors or inconsistencies.

10.7. The balance may be negative. In such a case, the balance must become positive above the minimum requirement before any withdrawals and/or purchases of new contracts can be made with it.

## **11. FEES**

11.1. We provide a platform that allows people to mine cryptocurrency using mining equipment. In turn, we charge periodic maintenance and electricity fees ("Fees"), which are designed based on the use of electricity, as well as the cost of maintenance of said equipment. Equipment maintenance costs include, but are not limited to: setting up the equipment, renting a data center, testing the mining pool, staff salaries, future planning and software development, sharing used and failed parts, and other costs. Some types of contracts are not subject to periodic charges. On the website you can always find the availability and specification of fees for each type of contract.

11.2. Monthly payments for electricity are fixed and calculated by the Company.

11.3. Fees are deducted from your balance once a day immediately after payment for all active cloud machines (if more than one is active).

11.4. The Company reserves the right to change the rates at any time without prior notice.

11.5. Fees are non-refundable.

## **12. LIABILITY**

12.1. We provide and maintain the website and services with reasonable care and care.

12.2. We make no other warranties in connection with the website or the service, and we are not responsible for:

12.2.1. any change in bitcoin or any other cryptocurrency;

12.2.2. any changes in the mining process;

12.2.3. any changes to existing laws or regulations, or to the acts of any legislator or regulatory body in any part of the world;

12.2.4. any interrupts or errors to the site or service or network;

12.2.5. violation 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 service;

12.2.6. availability, quality, content or nature of third party websites;

12.2.7. any loss or damage caused by viruses or other harmful 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, service or any user content; and

12.2.8. all representations, warranties, conditions and other terms and conditions which, except for this notice, will be effective.

12.3. We shall not be liable for any failure to perform any obligation under these terms of service if such failure is caused by an event beyond our reasonable control.

12.4. Except as provided above, there are no other warranties, conditions or other terms and conditions, Express or implied, statutory or otherwise, and all of these terms and conditions are hereby excluded to the maximum extent permitted by law.

12.5. To the maximum extent permitted by law, our aggregate liability for any claim arising out of or in connection with your use of the Site or the service (whether in contract, tort, breach of statutory duty or otherwise) for direct damages is limited to the Fees provided in section 11 of the Agreement.

12.6. You agree not to use the website or the service in any way that is unlawful, may give rise to civil or criminal liability of the Company, and may harm The company's business reputation.

12.7. The client is obliged to compensate losses incurred by the Company and arising as a result of: fraud or intentional misrepresentation; violations of the current legislation; the use of Customer account of any other person; the breach of the Customer of these Terms of service.

12.8. The client undertakes to cooperate with the Company in all legal proceedings.

### **13. BREACH, SUSPENSION AND TERMINATION**

13.1. The Company may suspend or terminate access to your account, the website and/or the service, cancel your account balance and/or not provide an opportunity to withdraw funds mined in the mining process if the Client violates any of the terms of service.

13.2. If the Company has reason to believe that the Customer use the website or service fraudulently or improperly, the Company suspends the account to the Customer until the Customer confirm their personal data and does not prove that it occurred through no fault of the Client.

13.3. The company undertakes to provide the Client with notice of any proposed termination of the website or service.

13.4. If the Customer becomes aware of or suspects another user or miner of violating these terms of service, or any fraud or inappropriate behavior of another user, the Customer must contact customer support.

13.5. In case of payment by credit card the Company has the right to block the client's account (block the possibility of withdrawal of any extracted funds from the balance of the client's account) for up to 30 (thirty) calendar days as a security measure in accordance with the rules and policy of protection against fraud.

13.6. The company has the right to deactivate the Client's account in one of the following cases:

13.6.1. there are no active contracts on the Client's account;

13.6.2. no balance on Client's account;

13.6.3. the Customer's account has no balance changes for the last 6 (six) months; and

13.6.4. the Customer's account has not been logged in for the last 6 (six) months.

13.7. If the Client does not log into his/her account within 12 (twelve) months, the Company has the right to close it. In this case, the Company notifies the Client of the planned closure of the account. If the Company can contact the Client or the Client does not take any action to prevent the termination of the account, the Client's balance will be canceled.

### **14. PAYMENT TERMS, CANCELLATIONS, CHANGES AND REFUND OF THE ORDER**

14.1. By default, all invoices are billed in US dollars. Payments made in any other currency are calculated based on the exchange rate against the us dollar at the time the account is created.

14.2. The customer can purchase the contract using various payment methods.

14.3. To confirm the purchase and activate the agreement, the Customer must transfer the amount specified on the account page (for non-cash transfers) or on the payment page by a third party.

14.4. The customer is solely responsible for the accuracy of the payment, including, but not limited to: the destination account, the amount transferred and the payment details.

14.5. If the amount transferred is lower than the requested amount, the Company reserves the right to adjust the contract in accordance with the funds received or to request payment of the missing amount prior to the activation of the contract.

14.6. If the transferred amount is higher than the requested amount, the Company reserves the right, at its discretion, to adjust the agreement in accordance with the received funds, to add the excess amount to the balance of the client's account or to return the excess amount through the payment system that the client used to pay for the order initially.

14.7. If the client initiates a payment with incorrect/unreliable details and/or to the wrong account of the recipient, the Company will try, if possible, to process the order in a timely manner. If the destination address is not owned by the Company and/or is in no way associated with the Company, the Company is not responsible.

14.8. If you have any questions related to the payment, the Customer must submit a claim:

14.8.1. The client has the right to submit a claim / dispute related to the payment by contacting the support service within 14 (fourteen) calendar days from the date of payment with payment confirmation. Requests submitted after 14 days cannot be processed.

14.8.2. The company reserves the right to request confirmation of payment if there are suspicions or facts that the payment has not been received, but the contract has been activated. The client is obliged to provide confirmation of payment within 14 (fourteen) calendar days from the date of receipt of the request.

14.9.3. Payment confirmation includes, but is not limited to: order number, unique transaction ID or number, target account, transferred amount, account statement from the payment system used.

14.9. If the proof of payment is not provided within 14 (fourteen) calendar days or the provided proof is considered invalid, The company may reject the claim.

14.10. The company reserves the right to switch and/or change the hashrate type and amount of any contract purchased at any time. The change in the contract hashrate type will take into account the current market price, and the Company will try, if possible, not to reduce the total value of the contract being changed. This means that in the event of a forced change in the hashrate type, the Company will attempt, if possible, to provide a replacement contract of equal or greater total value than the original contract, in accordance with the market price at the time of the change.

14.11. Unless otherwise provided by law or by agreement with the Customer, all purchases are final and non-refundable. The company reserves the right to a refund at its sole discretion.

14.12. In case of return:

14.12.1. The client will receive a refund for the purchase of the service, if any funds have not been withdrawn from the balance of the client's account. If any amount has been successfully withdrawn from the account balance, no refund requests will be processed on the specified account.

14.12.2. The company has the right to cancel or subtract any hashrate and/or funds received from the returned purchase from the client's account balance and any funds provided as a referral bonus for the returned purchase from the referrer's account balance.

14.12.3. The company is not obliged to reimburse any funds spent on maintenance and payment of electricity.

## **15. REFERRAL PROGRAM**

15.1. Referral program allows registered customers to receive financial rewards for purchases made by other customers, which they sent (invited) to the Company.

15.2. Each client receives a non-editable referral code by default during registration. The client can create an unlimited number of additional referral codes. Search, creation and management of referral codes and referral links are available in the referrals menu on the panel in my account.

15.3. Customers have the right to advertise, post and/or publish materials with their referral links on third-party sites or resources in order to purchase new referrals.

15.4. The company is not responsible for the accuracy and/or reliability of information in any advertisements, Messages and/or publications about the Company created by customers on any third-party sites or resources, with or without a referral link.

15.5. The percentage of the referral bonus by default for any referral code is created by manually or automatically, is 10%, except for reinvestment and the balance of the purchases. The company reserves the right to change the amount of the referral bonus percentage.

15.6. It is strictly forbidden to create additional accounts for the purpose of abuse of the referral program, i.e. to register new accounts on the client's own referral link and to make purchases for receiving a referral bonus for the specified purchases. If the Company has any suspicions of violation of this obligation, the Company reserves the right to request confirmation of identity and/or absence of violations for both the referrer's account and the referral's account.

If the proof is not provided within 7 (seven) calendar days or the proof is deemed invalid, the Company may terminate all related accounts, terminate any contracts and/or cancel account balances without the right of redemption or reinstatement.

15.7. The company reserves the right to terminate any account's access to the referral program or the ability of any account to participate in the referral program at any time and for any reason.

## **16. MISCELLANEOUS**

16.1. These terms of service are governed by your statutory and General consumer rights and do not limit your rights, which cannot be excluded under applicable law.

16.2. The company has the right to deduct the money that the Client owes the Company in connection with the agreement.

16.3. These terms, together with the terms of use, privacy policy and any instructions, manuals and similar information on the website (from time to time), constitute the entire agreement between the Client and the Company.

16.4. If any provision of these Terms is illegal, invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect

16.5. No representation or warranty is given as to whether the site or the service complies with the laws of any jurisdiction other than the Republic of Estonia.

16.6. The parties submit to the exclusive jurisdiction of the courts of Estonia. These terms of service shall be governed by and construed in accordance with the laws of the Republic of Estonia.

16.7. The user interface is presented in several languages. In case of conflict between translations, the English version shall prevail.

16.8. The company has the right to assign and otherwise transfer the rights and obligations under this agreement under these terms of service by giving notice to the Client.

16.9. All questions, comments or complaints should be directed by the Customer through the support service. The company undertakes to respond within 7 (seven) calendar days.