



The Mine Co. 2023-2024

Terms and Conditions:

MINING/HOSTING AGREEMENT 2023-2024

The purpose of this Agreement (hereafter referred to as the “Agreement”) is to precede a longer- term contract arrangement under which The Mine Co. will provide Mining Hosting services on behalf of Client.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Client hereby agree as follows:

1. Terms.

Subject to the terms and conditions of this Agreement, Company will provide Miner Hosting services for Client subject to the following terms:

- a) **Length of Service.** Client agrees to a minimum six (6) month contractual term of service (“Term”). The length of contract required is based on the type of service desired by Client and shall be determined solely by Company.
- b) **Service Start Date.** The first month payment plus one month’s security deposit is required, if any, shall be due in advance of any service provided. Service shall begin upon Company receipt of payment for such first Term of service or upon a mutually agreed upon alternate date.
- c) **Renewal by Client.** This Agreement will automatically renew for successive month-to-month Terms unless canceled in writing by Client at least 14 days prior to the end of Term renewal date. Renewal prices are subject to change. Renewal of services by Client indicates agreement to any Contract revisions and price changes.

2. End User Pricing and Miner Hosting Compensation.

Deep in the Mine does not provide compensation for mining losses. In the event that hardware partially fails and is unrecoverable, we do not compensate for losses of customers supplied equipment.

3. Terms of Payment.

Terms of payment are via Crypto, Certified Check, Bank Transfer, and Paypal. Payments are due by the 5th of day of each month. In the event that payment has not been made by the 5th of each month, the mining equipment may be shut down unless prior arrangements have been made. A 25.00 reinstatement fee (per miner) will be charged to turn any delinquent equipment back on.

4. Proprietary Information.

Proprietary information exchanged here under shall be treated as such by Client. This information shall include, but not be limited to, the provisions of this Agreement, product and services information and pricing. Client further agrees to not decompose, disassemble, decode, or reverse engineer any Company program, code or technology delivered to Client or any portion thereof.

5. Censorship.

Company will exercise no control whatsoever over the content of the information passing through the network.

6. Warranties.

Company makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Company also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of Client. Use of any information obtained by way of Company is at Client's own risk, and Company specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. Company does not represent guarantees of speed or availability of end-to-end connections. Company expressly limits its damages to Client for any non-accessibility time or other down time to the pro-rated monthly charge during the system unavailability. Company specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

7. Trademarks and Copyrighted Material.

The Mine Co.
211 S. Main Ave.
PO Box 125
Hills, MN 56138

Kris 605.359.7829

8. Transfer of Agreement.

Client may not assign or transfer this Agreement, in whole or in part without the prior written consent of Company. In the event that Client contemplates whole or partial sale of its business, ownership change, or change in jurisdiction, Client shall notify Company by mail, facsimile or email no less than 30 days prior to the effective date of the event.

9. Termination.

Company may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) failure to comply with any provisions of the Agreement upon receipt of written notice from Company of said failure, 2) appointment of Receiver or upon the filing of any application by Client seeking relief from creditors, 3) upon mutual agreement in writing of Company and Client.

10. Disputes.

If legal proceedings are commenced to resolve a dispute arising out of, or relating to, this Agreement, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals.

11. Indemnification.

Client shall indemnify and hold Company harmless from and against any and all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted or imposed against Company directly or indirectly arising from or in connection with Client's marketing or support services of the product or services or the unauthorized representation of the product and services or any breach of this Agreement by Client.

12. General.

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Exclusive jurisdiction and venue shall be in the Rock County, Minnesota Superior Court. A failure by any party to exercise or delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

Each party represents and warrants that, on the date first written above, they are authorized to enter into this Agreement in entirety and duly bind their respective principals by their signature below:

13. Monthly Mining Hosting Fees.

1. Electric costs are figured at .085 kwh. For Asic machines, electric costs are based at factory settings. Any over clocked machines will have a price adjustment accordingly.
2. Correct power cords must be supplied by the customer. In the event that there are no power cords supplied, a power cord can be purchased at our facility.

- A onetime pool change included
- Monitoring included
- Maintenance included
- Monthly cleaning included

Upon notice to our clients, pricing may increase or decrease over time due to operating expenses and electrical costs.

Client _____ Date _____

Email _____

Phone _____

Address _____
