



TERADYNAMIC

Mining Plan Purchasing Agreement

Agreement to Purchase

You agree to purchase a TeraDynamic Mining Plan (“terahash” or “terahashes”), completing the transaction, when this document is acknowledged and submitted to TeraDynamic, LLC (“We,” “Us” or “Our”). The purchase is subject to the terms and conditions of this Agreement and cannot be adjusted after the execution of this agreement without the explicit, written consent of both parties.

Price, Taxes, and Official Fees

The price of the Mining Plan must be confirmed prior to the final sale in the payment window. Any price provided to you in advance of your payment in the checkout payment window is only offered to you as an estimate and is subject to change. Estimates may not include taxes and official or government fees, which could amount to up to 10% or more of the final price. Because these taxes and fees are constantly changing and will depend on many factors, they will be indicated on the checkout payment window. You are responsible for paying these additional taxes and fees. If you present a check for any payment, we may process the payment as a normal check transaction, or we may use information from your check to make a one-time electronic fund transfer from your account, in which case your bank account will reflect this transaction as an Electronic Fund Transfer.

Order Process; Pre-payment Cancellation; Changes

After you submit your order, we will invite you to complete the full payment of your Mining Plan. The checkout payment window price is based on the base price of the product and the quantity that you select. Until the payment is made, you may cancel your order at any time. Until your payment is made, you may make changes to your order. If you make changes to the configuration of the Mining Plan, you may be subject to potential price increases for any pricing adjustments made since your original quantity selection. Any changes made by you to your Mining Plan will be reflected in a subsequent checkout payment window that will form part of this Agreement.

Privacy Policy can be viewed here: <https://teradynamic.io/resources>

Warranty

TeraDynamic mining plans have a three-year warranty that begins within 24 hours of the initial customer payment. TeraDynamic will cover any repairs including the replacement of the entire miner.



Guaranteed uptime

Mining Plans receive rewards based on the total Kadena mined by the specified miner. If the miner that is specified in your Mining Plan stops mining for unplanned reasons such as facility power outages, facility network issues, internet connectivity issues, damage to the miner, or other issues which we deem to be “within our general control”, you shall be reimbursed, using an average of Kadena mined by the miner in the most recent 30 days, for the length of time that the miner was not receiving rewards. Customers will receive rewards during regularly planned downtime (i.e., for updates) but there may be planned downtime where customers will not receive rewards. One example of this is if TeraDynamic changes facilities and the miners are offline for 24 hours during shipment. Customers will be notified in writing of these types of outages. TeraDynamic is responsible for taking all appropriate and reasonable actions to ensure matters that cause downtime are resolved as quickly and effectively as reasonably possible.

Limitation of Liability

We are not liable for any incidental, special, or consequential damages arising out of this Agreement.

Governing Law; Integration; Assignment.

Prior agreements, oral statements, negotiations, communications, or representations about the Mining Plan sold under this Agreement are superseded by this Agreement. Terms relating to the order not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.