



MaraPool Pool Services Agreement

- **Service is net of all taxes, users are responsible for any tax liabilities in their jurisdiction of operation(s)**
- **Entered into and agreed to terms on the opening of an account with MaraPool**
- **Any products related to mining will be under MaraPool software.**

This MaraPool Services User Agreement (this “**Agreement**”) is made and entered into as of the acceptance date (the “**Effective Date**”), by **MARATHON DIGITAL HOLDINGS, INC**, a corporation located in Nevada, USA, and the accepting party (“**Pool User**”). Pool users and Marathon Digital Holdings, Inc are collectively referred to as the “**Parties**”, and each individually as a “**Party.**”

These terms outline user’s rights and responsibilities when using MaraPool products and services whether via the application programming interfaces (“**API**”) or online at MaraPool’s website or the MaraPool web interface at www.dashboard.marapool.com (the “**MaraPool**”), so read them carefully. Additional terms may apply to the use of the MaraPool, including additional terms of service, terms within the accompanying products documentation, and any applicable policies or guidelines. If there is a conflict between these terms and the additional terms, the additional terms apply for that conflict. If User uses the MaraPool as an interface to, or in conjunction with other MaraPool products and services, then the terms for such products and services also apply.

I. **Definitions**

- A.** "MaraPool" or "Pool" stands for the cryptocurrencies mining platform called "MaraPool", which is a joint group of cryptocurrency miners who combine their computational resources over a network.
- B.** "User" or "Miner" stands for legal entities or individuals, who provide their computing power and hashrate to the MaraPool platform.
- C.** "Terms of Use" stands for these General Terms and Conditions and any other terms and conditions of use of the MaraPool platform, which can be accessed through the MaraPool website or application platforms.
- D.** "Website" stands for the website and interface which users can access the MaraPool or other products.
- E.** "Account" stands for User’s personal access to the MaraPool platform, details are under Section II Account and Registration.



- F. "Cryptocurrency" stands for a digital asset designed to work as a medium of exchange wherein individual coin ownership records are stored in a ledger existing in a form of computerized database using strong cryptography to secure transaction records, to control the creation of additional coins, and to verify the transfer of coin ownership; an example is Bitcoin.
- G. "Mining" or "crypto mining" stands for cryptocurrency mining, which is the process in which transactions between users are verified and added into the blockchain public ledger. The process of mining is also responsible for introducing new coins into the existing circulating supply and is one of the key elements that allow cryptocurrencies to work as a peer-to-peer decentralized network, without the need for a third party central authority.
- H. "Wallet" stands for an external virtual wallet, in which any individual user can manage and secure their obtained cryptocurrencies.
- I. "hashrate" stands for a unit of computing power of the mining hardware.

II. Account and Registration

A. Accepting the Terms

User may not use the MaraPool and may not accept the Terms if (a) User is not of legal age to form a binding contract with MaraPool, or (b) User is an entity barred from using or receiving the MaraPool under the applicable laws of Canada, the United States, Europe or other countries including the country in which User is a resident or from which User uses the MaraPool.

B. MaraPool Account

User may need to create a MaraPool account in order to use MaraPool or a MaraPool account may be assigned by an administrator, such as a MaraPool employer. It is User's responsibility to keep its password, account credentials, and accounts secure. If User learns of any unauthorized use of its account, contact MaraPool immediately.

C. Account Registration

In order to obtain a MaraPool Account, Users will need to go through MaraPool's KYC process, which requires User to provide certain information (such as identification or contact details) as part of the registration process for the MaraPool Account, or as part of continued use of the MaraPool. Users agrees that any registration information it gives to MaraPool will always be accurate and up to date.

III. Using MaraPool

A. Compliance with Law

User will use the MaraPool only as permitted by law (including without limitation laws regarding the import or export of data or software, privacy, or local laws). Users will not use the MaraPool to encourage or promote illegal activity.



B. Permitted Access

Users will only access (or attempt to access) MaraPool by the means described in the documentation of that MaraPool.

C. Communication with MaraPool

User agrees that MaraPool may send it certain communications in connection with its use of the MaraPool.

D. Feedback

If User provides feedback or suggestions about the MaraPool, then MaraPool may use such information without obligation to User.

E. Fees

MaraPool shall have the right to charge fees for specific Services in accordance with applicable fee schedule ("Exhibit A").

F. Tax or Similar Obligations

The User hereby acknowledges that they are responsible for obtaining necessary information about tax or similar obligations arising in relation to the provision of crypto mining on the MaraPool. The User hereby further acknowledges that the MaraPool is responsible neither for obtaining the above-mentioned information nor for fulfillment of such tax (or similar) obligations.

G. Mining

1. MaraPool declares that it provides the operation of the Pool and is therefore the User's partner in solving all issues, legal and factual, which may occur during the operation of the Pool, and the User acknowledges it.
2. MaraPool is entitled not to accept computing power offered by the User without having to provide a reason. This clause is applicable temporarily to all users (for example due to platform maintenance or technical problems) or to certain users (for example due to account suspension).
3. The User acknowledges that the result of the mining is dependent partially on luck, the result of the mining cannot be foreseen and the amount of the User's remuneration is therefore variable, there may even be no remuneration at all under some circumstances, and the remuneration is in no case fully or partially guaranteed by MaraPool
4. The User is responsible for providing the correct payment information (in particular the correct address of their wallet) to MaraPool. The User acknowledges that once sent, the remuneration payment is irreversible and cannot be repeated, even if it was sent to an incorrect address of the User. MaraPool is not liable for any damage incurred by the User by sending the remuneration to the address of a wallet the owner of which refuses to pass the remuneration to the User or to which the User has no longer access.



IV. Prohibitions

When using the MaraPool, the following prohibitions apply:

1. User will not sublicense MaraPool for use by a third party. Consequently, User will not create a MaraPool Client that functions substantially the same as the MaraPool and offer it for use by third parties. The User will not copy or reverse engineer the MaraPool.
2. User will not perform an action with the intent of introducing to MaraPool products and services any viruses, worms, defects, Trojan horses, malware or any items of a destructive nature.
3. User will not abuse any of the MaraPool mining mechanisms, system setups, malfunctions, bugs or imperfections in programming or errors in the respective cryptocurrency network to advantage or disadvantage some Users in the Pool mining, or to disrupt the operation or the availability of the Pool. The term "abuse" includes but is not limited to any attempted hacking or other factual offensive attack.
4. User will not interfere with or disrupt the MaraPool or the servers or networks providing the MaraPool.
5. User will not promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
6. User will not reverse engineer or attempt to extract the source code from any MaraPool or any related software, except to the extent that this restriction is expressly prohibited by applicable law.
7. Certain developer credentials are, by their nature, considered confidential. User will not disclose such confidential credentials to any third party except its agent(s) using such information solely on its behalf in accordance with these terms and under a written duty of confidentiality.
8. MaraPool's communications to User may contain MaraPool confidential information. If User receives any materials or communications that are clearly confidential or marked confidential, then it will not disclose the MaraPool confidential information to any third party without MaraPool's prior written consent.

V. Content

A. Content Accessible Through MaraPool

Content accessible through our MaraPool may be subject to intellectual property rights, and, if so, User may not use it unless licensed to do so by the owner of that content or otherwise permitted by law. User's access to the content provided by the MaraPool may be restricted, limited, or filtered in accordance with local laws, regulations, and policies.



B. Advertising

MaraPool reserves the right in its discretion to include advertising in the content returned through the MaraPool. If any advertisements are returned, User may not modify such advertisements and User must show them in accordance with the relevant MaraPool documentation.

C. Prohibitions on Content

Unless expressly permitted by the content owner or by applicable law, User agrees that it will not, and will not permit its end users to, do the following with content returned from the MaraPool:

1. Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display or sublicense to any third party.
2. Misrepresent the source or ownership; or remove, obscure, or alter any copyright, trademark or other proprietary rights notices, falsify or delete any author attributions, legal notices or other labels of the origin or source of material.

VI. Brand Features; Attribution

A. Brand Features

“Brand Features” is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, these terms do not grant either party any right, title, or interest in or to the other party’s Brand Features. All use by User of MaraPool’s Brand Features (including any goodwill associated therewith) will inure to the benefit of MaraPool.

B. Attribution

User agrees to display any attribution(s) required by MaraPool. MaraPool hereby grants to User a non-transferable, non-sublicensable, nonexclusive license during the term to display MaraPool’s Brand Features for the purpose of promoting or advertising that User uses the MaraPool. User must use the MaraPool Brand Features in only accordance with these terms and for the purpose of fulfilling User's obligations under this Section. User understands and agrees that MaraPool has the sole discretion to determine whether User's attribution(s) and use of MaraPool’s Brand Features are in accordance with the above requirements and guidelines.

VII. Privacy & Security

1. MaraPool represents that the collection of User’s personal information will be limited as much as possible.
2. User acknowledges that although MaraPool constantly attempts to improve the security of the Pool against hacking and other similar attacks, these attacks regularly occur and possible successful attack may lead to the loss of certain amount (or even all) of mined cryptocurrency means gathered in the Pool wallet, which will be irreversible. In such case



neither the Operator nor any other person responsible for the operation of Pool shall be held liable to the User for the loss or theft of these means or for the related inability to pay the full remuneration pursuant to this Article 4 of General Terms and Conditions or for a reduction of such remuneration.

VIII. Termination

A. Termination from User

User may stop using the MaraPool and close his account at any time, following the settlement of any pending transactions.

B. Termination from MaraPool

If any of the following situations occurred, MaraPool have the right of cutting off or terminating the services:

1. According to the laws and regulations, User should submit the real information, but the personal information that User provide is not true, or it is inconsistent with the information while registration and without providing any reasonable proofs.
2. You violate the relevant laws and regulations or this Terms.
3. In accordance with the provisions of the laws or the requirements of the competent authority.
4. For security reasons or other necessary situations.
MaraPool may also terminate User's MaraPool account at any time at our sole discretion after informing User by email or other methods. MaraPool may shut down User's access to services if User are failing to comply with this Term, constitute unacceptable fraud or administrative risk to MaraPool, or if User provides false, incomplete, inaccurate or misleading information. MaraPool will not be liable for any losses caused by User' termination or the suspension of User's MaraPool account.

C. Post-termination

User can shut down MaraPool account at any time, but User is still obligated to perform obligations to any pending transaction. Besides, you will be responsible to us for any costs incurred prior to shutting down.

IX. Liability for MaraPool

A. Third-Party Software



If a third-party software is used to perform User's the mining operations. MaraPool is not liable for any collection of User's personal data by this their party, for the activities performed by such software, or for the direct and indirect effects on User's hardware components.

B. Unplanned Shutdown or Outage

Neither MaraPool nor any other person providing the operation of MaraPool are liable for any damage incurred by the User as a consequence of planned or unplanned shutdown or outage of the Pool. The User is solely responsible for setting up its hardware in a way that allows the hardware to reconnect to MaraPool automatically when MaraPool becomes available after the shutdown or outage.

C. Miner Setup

User acknowledges that they are solely responsible for setting up mining hardware devices used for providing the computing power for the Mining on MaraPool. The User also acknowledges that the mining process is very demanding on the computing power of the hardware, which can cause an increase in electricity consumption and accelerate wear on some of the hardware components. Therefore, MaraPool is not liable for any such costs, wear and tear or damages incurred thereby.

D. Others

User hereby waives to the fullest extent permitted by applicable law the right to claim damages incurred in relation to computing power provision (services provision) as well as damages incurred in relation to any other Pool activity or in relation to information published on the Pool website and also any other related damages, in particular the damages (loss of earnings) incurred as a result of non-fulfillment of User's expectations regarding the amount of remuneration for the provided services, a complete failure to provide a remuneration, damages to software or hardware of the User and also damages incurred in relation to any loss of data on the hardware and software components of the User.

Nothing in the Terms of Service excludes or limits the liability of the User for fraud, death or personal injury caused by its negligence, breach of terms implied by operation of law, or any other liability which may not by law be limited or excluded.

X. General Provisions

A. Modification

MaraPool may modify these terms or any additional terms that apply to MaraPool occasionally, for example, to reflect changes to the law or changes to our MaraPool. MaraPool will post notice of modifications to these terms or the additional terms within the documentation of each applicable MaraPool. Changes are effective seven (7) days after they are posted. However, changes specific to new functionality for MaraPool or changes made for legal reasons will be effective immediately. User agrees that its continued use of the MaraPool constitutes an acceptance of the modified terms.



Exhibit A

Fees Paid by the User

Hashrate Contribution	Fee
Less than 0.50 EH	2.00%
Greater than or equal to 0.50 and less than 1 EH	1.00%
Greater than or equal to 1.0 and less than 2.5 EH	0.75%
Greater than 2.5 EH	0.50%
Payment Method	PPLNS

Fee adjustments based on hashrate contribution are reset on the 1st of each month and are assessed using the Pool Users running 30-day average hashrate.

