

Terms and Conditions

SYNERGYMINING.CLUB

GENERAL TERMS AND CONDITIONS

August 2017

READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE USING THE SERVICES DESCRIBED HEREIN. BY UTILIZING THE WEBSITE LOCATED AT WWW.SYNERGYMINING.CLUB ("WEBSITE") AND PRODUCTS OFFERED THEREIN, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES AND YOU SHOULD NOT USE THIS WEBSITE NOR ITS PRODUCTS. YOU MAY BE REFERRED TO YOU OR THE ENTITY YOU REPRESENT.

SYNERGYMINING.CLUB RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU ACKNOWLEDGE THAT BY ACCESSING OUR WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO THE MODIFIED TERMS.

THIS DOCUMENT DOES NOT CONSTITUTE INVESTMENT ADVICE OR COUNSEL OR SOLICITATION FOR INVESTMENT IN ANY SECURITY AND SHALL NOT BE CONSTRUED IN THAT WAY. THIS DOCUMENT DOES NOT CONSTITUTE OR FORM PART OF, AND SHOULD NOT BE CONSTRUED AS, ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR SUBSCRIBE FOR, ANY SECURITIES, NOR FOR SMC TOKENS. SYNERGYMINING.CLUB EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM.

Definitions

Crowdfund or Crowdfunding means the crowdfunding process contemplated by the Whitepaper by which the Synergy Mining Club will receive financing for the development of the maining plant.

Crowdfunder means you and the legal or natural person participating in the Crowdfunding.

1. General

1.1 SMC blockchain option is a cryptographic token, issued by synergymining.club, and published in Wavesplatform (Waves) public blockchain.

1.2 Each SMC token is a blockchain option for delivery of mining shares.

1.3 The production of mining shares is carried out by Synergy Mining Club.

1.4 Synergymining.club is not an investment advisor and shall not be understood and interpreted as such. Synergymining.club is not a security.

1.5 Synergymining.club is/are not cryptocurrency, regardless of what legal meaning word "cryptocurrency" has, unless and to the extent the meaning of SMC tokens are described and defined by these terms and conditions.

2. Acquisition of SMC tokens

2.1 You agree to purchase and we agree to sell, on the terms set forth herein, SMC tokens. We can provide a refund of the purchase price according our terms and conditions.

2.2 Tokens will be created and provided to Crowdfunders after completion of the Crowdfunding.

2.3 Tokens distributed in recognition of financing received by Synergymining.club during the Crowdfunding will constitute 100% of the total number of Tokens generated.

2.4 The price of the SMC token is nominated in US dollars (USD)

2.5 The cost of the SMC tokens will increase during Crowdfunding campaign.

2.5.1 On day 1 of the Crowdfunding, 1 SMC token will be provided for the equivalent of 0,75 USD.

2.5.2 On days 2 to 45 (inclusive) of the Crowdfunding, the price of 1 SMC token will increase according to a schedule that published on the website www.synergymining.club

.

2.6 After the end of Crowdfunding, it would be possible to submit a request for purchase of the SMC tokens. However, we cannot guarantee that these requests would be fulfilled.

3. SMC exchange

3.1 Exchange is the process of replacement SCN from Crowdfunders to Shares of mining equipments.

3.2 Exchange of SMC would be carried out by the price 1 SMC = 1 USD

3.3 Exchange would be carried out by Synergy Mining Club.

4. Intellectual Property

4.1 We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.

4.2 In particular, we retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming SMC tokens. This terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in this terms.

4.3 You are being granted a non-exclusive, non-transferable, revocable license to access and use the website and to use the SMC tokens strictly in accordance with these Terms. As a condition of your use of the website and SMC tokens you warrant to synergymining.club that you will not use the website and SMC tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the SMC tokens in any manner that could damage, disable, overburden, or impair the website Site or interfere with any other party's use and enjoyment of the website, SMC tokens or any other products offered thereto. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the website and/or SMC tokens and/or other services provided thereto. Limitation to the transferability of license shall not be understood in a way, that the users are not allowed to transfer SMC tokens to third parties.

4.4 All content included on the website, including the SMC tokens, and associated products and services, such as, but not limited to, text, graphics, logos, images, source code, as well as the compilation thereof, and any software used on the website is the property of Synergy Mining Club and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

5. Security

5.1 You will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with your account, (ii) private keys required to access any relevant Waves address, and (iii) your username, password and any other login or identifying credentials.

5.2 In case you suspect a security breach in any of the above mentioned, you will inform us immediately so we can take all required and possible measures to secure your account, SMC and systems as whole.

5.3 In the event that you are no longer in possession of any device associated with your account or are not able to provide your login or identifying credentials, we may, in our sole discretion, and only if we are able, grant access to your account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

6. Privacy

6.1 As a principle, synergymining.club collects only what we need and will not share your personal information with any third parties other than our identity verification partner. Even within synergymining.club, access to your personal information is limited to a subset of employees who work on compliance and identity verification matters. synergymining.club is the only data controller and processor.

6.2 You will provide to us, immediately upon our notice of request, information that we, in our sole discretion, deem to be required to maintain compliance with any federal, state or local law, regulation or policy. Such documents include, but are not limited to, passports, driver's licenses, utility bills, photographs of you, government identification cards, or sworn statements.

6.3 Synergymining.club reserves its right to request documentation, described in paragraph 8.1, prior to activating your account at any of synergymining.club services, and any services, available through website. Synergymining.club may refuse you access to synergymining.club services and website should it have doubts as to validity, authenticity and genuineness of the documents, provided by you.

6.4 Synergymining.club collects information from running the website and products, provided thereto, and uses information, provided to us by you. When you visit the website or use our products, we collect information sent to us by your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our website. When you use a location-enabled device with our website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from your device that may, for instance, provide data on nearby cell towers and wi-fi access spots. However, we will not release your personally-identifying information to any third party without your consent, except as set forth herein.

6.5 If you create an account at our website and use our products, SMC tokens included, we may collect and store the following types of information: Contact information – your name, address, phone, email and other similar information. Before permitting you to use our website and products, we may require you to provide additional information (such as a date of birth, passport number, numbers that you may use or have registered with your local tax authority, or other data which can be used for personal identification purposes and that may be required to comply with applicable laws) so that we can verify your identity or address.

We may also obtain information about you from third parties such as identity verification services.

6.6 When you use our website, we collect information about your transactions (such as date, time and amount of transaction) and your other activities on our website and we may collect information about your computer or other access device for fraud prevention purposes. We may collect additional information about you through your interactions with our support team.

6.7 When you access the website or use our products or services we (or Google Analytics on our behalf) may place small data files called cookies on your computer or other device. We use these technologies to recognize you as our user; customize our website and advertising; measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.

6.8 Throughout this policy, we use the term “personal information” to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific user.

6.9 We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfil their job responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations.

6.10 We are sometimes required to compare the personal information you provide to third party databases in order to verify its accuracy and confirm your identity. This allows us to comply with state and federal anti-money laundering and “know your customer” regulations. We will not sell or rent your personal information to third parties. We may combine your information with information we collect from other companies and use it to improve and personalize the website and our products, as well as our content and advertising. We may use your name and email address to provide you with information about products or services that may be of interest to you, but we will not use your personal information without complying with applicable laws and, where appropriate, obtaining your consent.

6.11 We reserve our right to share your personal information with:

(a) our banking partners (if you link a bank account, debit card, or credit card to your account);

(b) companies that we plan to merge with or be acquired by (should such a combination occur, we will require that the newly combined entity follow these terms with respect to your personal information, and you would as well receive prior notice of any change in applicable policy);

(c) 3rd party identification services providers for fraud prevention purposes;

(d) law enforcement, government officials, or other third parties when i) we are compelled to do so by a subpoena, court order, or similar legal procedure; or ii) we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our terms;

(e) other third parties only with your prior consent or direction to do so.

Synergymining.club will not provide your personal information to any other synergymining.club users without your consent or direction.

6.12 You may access, review and edit your personal information at any time by logging in to the website using your credentials.

7. Taxes

7.1 All your factual and potential tax obligations are your concern and synergymining.club is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible to etc.

7.2 All fees and charges payable by you are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

8. Access to services

8.1 Synergymining.club reserves the right, in its sole discretion, to terminate your access to the website and its related services or any portion thereof at any time, without notice, in particular due to legal grounds originating in anti-money laundering and know your client regulation and procedures.

9. Users from the United States

9.1 The website and its products are not offered for use to the citizens of the United States of America ("USA") regardless of their location, and are not offered to natural or legal persons, having their seat or habitual residence in the USA.

9.2 All activities of the website and its products are executed out of the USA.

9.3 By participating in the Crowdfunding, making payments, or receiving and holding SMC Tokens you represent and warrant that you are not a US resident or citizen.

9.4 Due to the synergymining.club products being offered on the Internet (meaning both the world wide web and the Waves blockchain) synergymining.club understands that there is a possibility that there might be a certain “flow back” of synergymining.club products into the USA or to the citizens of the USA. Synergymining.club consequently explicitly prohibits persons from paragraph 9.1 from using Synergymining.club products and website. Synergymining.club shall not be held liable for any legal or monetary consequence arising of such use. Such persons using synergymining.club products and website despite the prohibition shall on first request indemnify and hold harmless synergymining.club from any legal or monetary consequence arising of their breach of this terms as described in this paragraph.

10. Notices

10.1 We may provide any notice to you under this Agreement by: (i) posting a notice on the website; or (ii) sending an email to the email address then associated with your account. Notices we provide by posting on the website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.

10.2 To give us notice under this Agreement, you must contact us by email to support@synergymining.club. We may update this email address for notices to us by posting a notice on our website. Notices to us will be effective one business day after they are sent.

10.3 All communications and notices to be made or given pursuant to this Agreement must be in the English language.

11. Risks

11.1 You understand that SMC token, blockchain technology, the Waves protocol, Waves and other associated and related technologies are new and untested and outside of synergymining.club control and adverse changes in market forces or the technology, broadly construed, may affect SMC's performance under this agreement.

11.2 In addition to the above, you also acknowledge that you have been warned of the following risks, associated with the website and products offered thereto and in particular with SMC token.

(a) Legal risks regarding securities regulations

There is a risk that in some jurisdictions SMC might be considered to be a security, or that it might be considered to be a security in the future. Synergymining.club has avoided making SMC tokens available to natural and legal persons from such jurisdictions, however synergymining.club does not give warranties or guarantees that SMC token is not a security also in all jurisdictions, where it was made available. Each user of SMC tokens shall bear its own legal or financial consequences of SMC being considered a security in their respective jurisdiction.

Acquiring cryptographic tokens in possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of synergymining.club to provide SMC tokens could in some jurisdictions be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that SMC tokens are not legal in certain jurisdiction, Synergymining.club will either a) cease operations in that jurisdiction, or b) adjust SMC tokens in a way to comply with the regulation should that be possible and viable.

(b) Risks associated with the Waves protocol

SMC token is based upon the Waves protocol. As such, any malfunction, unintended function or unexpected functioning of the Waves protocol may cause the SMC token to malfunction or function in an unexpected or unintended manner. Waves, the native unit of account of the Waves Protocol may itself lose value in ways similar to SMC token, and also other ways. More information about the Waves protocol is available at <http://www.wavesplatform.com>

(c) Risks associated with users' credentials

Any third party that gains access to the user's login credentials for the website or private keys may be able to dispose of the user's SMC tokens. To minimize this risk, the purchaser should guard against unauthorized access to their electronic devices.

(d) Risk of unfavorable regulatory action in one or more jurisdictions

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Waves network and associated blockchain networks and ZrCoin could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital tokens like ZrCoin, which could impede or limit their existence, permissibility of their use and possession, and their value.

(e) Risk of theft and hacking

Hackers or other groups or organizations may attempt to interfere with your token wallet, the website or the availability of SMC tokens in any number of ways, including without limitation

denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

(f) Risk of security weaknesses in the synergymining.club source code or any associated software and/or infrastructure

There is a risk that the SMC, or other third parties may unintentionally introduce weaknesses or bugs into the synergymining source code interfering with the use of or causing the loss of SMC tokens.

(g) Risk of weaknesses or exploitable breakthroughs in the field of cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the Waves platform and SMC, which could result in the theft or loss of tokens.

(h) Risk of low or no liquidity

Even though there are currently online services available, which enable the possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that SMC tokens will be subject to exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and synergymining.club does not give any warranties in regard to any exchange services providers. Users might be exposed to fraud and failure

(i) Risk of uninsured losses

Unlike bank accounts or accounts at some other financial institutions, funds held using synergymining or Waves network are entirely uninsured.

(j) Risk of malfunction in the Waves network or any other blockchain

It is possible that the Waves network or any other network, to which SMC is interacting with, malfunctions in an unfavorable way, including but not limited to one that results in the loss of SMC.

(k) Unanticipated risks

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that synergymining.club cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

11.3 SMC tokens are provided “as is”. We and our affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the SMC tokens, including any warranty that the SMC tokens will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

12. Liability

12.1 Synergymining.club and its affiliates and their respective officers, employees or agents will not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this website and its products), even if synergymining.club has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of this website and/or its products or another linked website.

12.2 Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the SMC tokens, including without limitation as a result of any termination or suspension of the Waves network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the SMC tokens; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with any SMC token.

12.3 You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third-party claim concerning this Agreement or your use of SMC tokens contrary to these terms. If we or our affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees’ and contractors’ time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.

12.4 The information, software, products, and services included in or available through the website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Synergymining.club and/or its suppliers may make improvements and/or changes in the website at any time. Synergymining.club makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the SMC tokens, the website, information, software, products, services and related graphics contained on the

website for any purpose. To the maximum extent permitted by applicable law, SMC tokens, the website, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Zrcoin.club hereby disclaims all warranties and conditions with regard to the SMC tokens, the website, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

13. Miscellaneous

13.1 The whitepaper of SMC shall be considered part of this General Terms and Conditions and by accepting these General Terms and Conditions users are deemed to have read the SMC whitepaper and are aware of all risks and rules provided thereto.

13.2 We do not permit individuals under the age of 18 to register with our website and use our products. If we become aware that a child under the age of 18 has provided us with personal information, we will delete such information from our files immediately and block its access to our website and products.

13.3 We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Waves or any other blockchain protocols or any other force outside of our control.

13.4 We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's' products or services.

13.5 This Agreement does not create any third-party beneficiary rights in any individual or entity.

13.6 You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer contrary to these terms will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

13.7 The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.

13.8 Except as otherwise set forth herein, if any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

13.9 All disputes or claims arising out of or in connection with this contract including disputes relating to its validity, breach, termination or nullity shall be finally settled under the Rules of Arbitration of the Russian Federation in Moscow.

13.10 This Agreement is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.

13.11 These terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these terms, please contact synergymining.club via e-mail and immediately navigate away from the website. Do not use the website and/or products offered thereto until you and synergymining.club have agreed upon new terms of use.