



TERMS AND CONDITIONS

NOTICE OF BINDING TERMS AND CONDITIONS: You are legally bound by these “Terms and Conditions” when you visit or use our “Site,” which encompasses (but is not limited to) our primary websites (<https://www.bitharvest.io>, <https://www.bitharvest.tech>), any affiliated subdomains, or other software or internet-based platforms and features as further identified below. You should carefully read these “Terms and Conditions” before using any features or content available through the Site—whether accessed directly or indirectly via web applications, digital wallets, or embedded modules. If you do not understand or do not agree with all these Terms and Conditions, you must discontinue usage of our Site, avoid downloading any Site-related materials, and promptly redirect your browser away from our Site.

NOTICE OF BINDING ARBITRATION: Any claim, dispute, or controversy of any nature arising from or related to these Terms and Conditions must be resolved by final and binding arbitration. Failure to follow the required procedures for arbitration may limit your rights to legal recourse.

AGREEMENT TO TERMS AND CONDITIONS

1. Your Assent to these Terms and Conditions.

These Terms and Conditions (“Terms”) form a legally binding agreement between you—whether acting individually or on behalf of an entity (“you” or “your”)—and BitHarvest Ltd (2160035), registered in the British Virgin Islands (BVI) and recognized as a Money Service Business (MSB: 31000270260594), operating under the BitHarvest brand (collectively and individually referred to as “we,” “us,” “our,” or “BitHarvest”). By accessing or using our Site, you affirm that you have read, understood, and agree to be bound by all provisions within these Terms. If you do not consent to these Terms, you must not access or use any portion of our Site.

2. Entire Agreement.

These Terms, alongside any other terms, policies, guidelines, or notices that you may separately agree to in writing or that are referenced herein, constitute the sole and entire agreement between you and BitHarvest regarding your use of the Site. They supersede any and all prior or contemporaneous understandings—whether oral or written—related to your usage of the Site.

3. Contacting Us.

Via email: support@bitharvest.io

4. Our Site.

These Terms and Conditions govern your usage of our “Site,” which does not include the BitHarvest Chain (sometimes referred to as the “Chain,” as defined in any published notices on or linked from the Site) or other foundational blockchain protocols that we do not directly operate or control. Rather, the “Site” includes, but is not limited to:

- **Primary Websites:**

<http://www.bitharvest.io>, <http://www.bitharvest.tech>, and any associated subdomains, or other official BitHarvest web-based services that we operate or control (collectively, the “Website”).

- **Social Media and External Platforms:**

Any accounts, forums, or channels maintained and moderated by BitHarvest on platforms such as (but not limited to) Twitter, Discord, Telegram, YouTube, Facebook, Medium, or other social and community platforms (collectively, “Social Media”).

- **Embedded Services:**

Features, microservices, or communications we provide within or adjacent to the Site, including announcements, update feeds, or forms hosted by or on behalf of BitHarvest.

- **Your Agreement to Modifications.**

We may, at our sole discretion, amend or supplement these Terms at any time. The most current revision date will be posted at the top of these Terms. Any updated Terms are effective immediately upon publication. By continuing to use the Site after amendments are posted, you confirm your acceptance of the revised Terms.

- **Changes to Our Site.**

We may modify, replace, or discontinue any component of the Site at any time, without prior notice, to reflect evolutions in technology, user feedback, regulatory demands, or business priorities.

- **Access Restrictions.**

The data, features, or services provided on the Site may not be permitted for distribution to or usage by individuals or entities in jurisdictions where such actions would violate local laws, sanctions, or regulatory requirements. You bear the sole responsibility for ensuring that your usage of the Site complies with all applicable legal and regulatory obligations in every relevant jurisdiction.

ACCEPTABLE USE

1. Use Restricted to Site Purposes.

You agree to only use the Site for the express or implied purposes communicated by BitHarvest. Any usage outside the intended scope or contrary to these Terms is strictly prohibited.

2. Your Revocable License.

Subject to your ongoing compliance with these Terms, BitHarvest grants you a limited, revocable, non-transferable, non-exclusive license to access and utilize the Site. No aspect of the Site is being sold or assigned to you; instead, you receive a personal right to use the Site solely under the conditions outlined in these Terms.

3. Prohibited Uses.

Without limiting your obligations or the general scope of these Terms, you agree you will not:

- a) Create or manage accounts under false identities or with the intent to deceive other users or BitHarvest.
- b) Collect users' personal information or contact details (such as email addresses) for the purpose of sending unsolicited messages, spam, or other unauthorized communications.
- c) Attempt to evade security measures, degrade performance, or otherwise disrupt the normal functioning of the Site, including by using automated scripts, bots, scrapers, or other data-extraction tools without prior permission.
- d) Engage in cyberbullying, harassment, intimidation, hate speech, or any other action that threatens or violates the rights and dignity of individuals or communities.
- e) Use the Site to compete with BitHarvest, promote third-party products not authorized by us, or establish a separate commercial product or platform derived from or reliant upon the Site or its content.
- f) Post or disseminate unlawful, obscene, defamatory, or otherwise objectionable content, or content infringing upon intellectual property rights, privacy rights, or other legal rights.
- g) Reverse engineer, decompile, or otherwise attempt to extract the Site's source code unless such activity is expressly permitted under an open-source license or in writing by BitHarvest.

YOUR RESPONSIBILITIES

RESPONSIBILITY FOR YOUR CONDUCT. YOU ACKNOWLEDGE THAT YOU ALONE ARE RESPONSIBLE FOR ALL ACTIVITIES THAT OCCUR UNDER YOUR CREDENTIALS ON THE SITE, INCLUDING INTERACTIONS TIED TO ANY WALLET YOU MAY CONNECT (FOR EXAMPLE, TO STAKE BTH, PROVIDE FEEDBACK ON AI MODEL TRAINING, OR PURCHASE SERVICES VIA THE BITHARVEST ECOSYSTEM). IF UNAUTHORIZED PARTIES GAIN ACCESS TO YOUR CREDENTIALS OR ACCOUNTS, OR IF YOUR PRIVATE KEYS FOR ANY ASSOCIATED CRYPTO WALLET ARE COMPROMISED, YOU ASSUME THE RESULTING RISK AND LIABILITY TO THE FULLEST EXTENT ALLOWED BY LAW.

RESPONSIBILITY FOR YOUR CREDENTIALS. YOU ARE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING ROBUST SECURITY PROCEDURES FOR ANY PRIVATE KEYS, SEED PHRASES, AUTHENTICATION TOKENS, OR ACCOUNT PASSWORDS RELATED TO YOUR USE OF THE SITE. YOU AGREE THAT IF YOU LOSE OR MISPLACE YOUR PRIVATE KEYS OR IF A THIRD PARTY OBTAINS UNAUTHORIZED ACCESS TO THEM, BITHARVEST SHALL NOT BE LIABLE FOR ANY RESULTING LOSS, THEFT, OR DAMAGE AFFECTING YOUR DIGITAL ASSETS, DATA, OR SITE USAGE.

SAFEGUARDING AI FEEDBACK. IF YOU ARE PROVIDING SPECIALIZED OR SENSITIVE DATA (E.G., DOMAIN-SPECIFIC MEDICAL OR FINANCIAL DATA) TO AI MODULES ON THE SITE, YOU MUST ENSURE YOU HAVE THE LAWFUL RIGHT TO DO SO AND MAINTAIN THE APPROPRIATE CONFIDENTIALITY MEASURES. BITHARVEST IS NOT RESPONSIBLE IF YOU INADVERTENTLY DISCLOSE THIRD-PARTY CONFIDENTIAL DATA WHILE INTERACTING WITH AI-DRIVEN FEATURES.

CLIENTS OF BITHARVEST ARE EXPECTED TO ACTIVELY SUPPORT THE PROMOTION AND GROWTH OF BITBOOSTER VOLUME WITHIN THE BITHARVEST ECOSYSTEM. SHOULD THESE CONTRIBUTIONS FALL BELOW EXPECTATIONS, BITHARVEST RESERVES THE RIGHT TO REVIEW THE CLIENT'S ACCOUNT STATUS AND MAY TAKE APPROPRIATE MEASURES, WHICH COULD INCLUDE REASSIGNMENT OR SUSPENSION OF BITBOOSTER ASSETS AND ACCOUNT ACCESS. IN SUCH CASES, BITHARVEST MAY OFFER THE CLIENT THE OPPORTUNITY TO REINSTATE THESE ASSETS AND ACCESS THROUGH A MUTUALLY AGREED FORM OF COMPENSATION OR COLLABORATION, IN ALIGNMENT WITH THE COMPANY'S DEVELOPMENT GOALS.

OUR CONTENT

RIGHTS TO SITE CONTENT. UNLESS OTHERWISE INDICATED, WE RETAIN ALL INTELLECTUAL PROPERTY RIGHTS (INCLUDING BUT NOT LIMITED TO COPYRIGHT, TRADEMARK, DESIGN, AND PATENT RIGHTS) IN THE SITE AND ITS CONTENTS, INCLUDING THE LAYOUT, USER INTERFACE, TEXT, IMAGES, VIDEO, AND ANY OTHER INFORMATION THAT IS PART OF THE SITE (“SITE CONTENT”). INTELLECTUAL PROPERTY LAWS AND INTERNATIONAL TREATIES PROTECT THIS SITE CONTENT WORLDWIDE. COPYING, DISTRIBUTING, OR CREATING DERIVATIVE WORKS OF ANY PORTION OF THE SITE CONTENT WITHOUT PRIOR WRITTEN CONSENT IS PROHIBITED. COPYING OUR SITE OR CONTENT. EXCEPT WHERE YOU HAVE OUR EXPLICIT WRITTEN PERMISSION, YOU MAY NOT REPRODUCE, DUPLICATE, REPUBLISH, FRAME, LINK, UPLOAD, POST, OR MODIFY THE SITE CONTENT IN ANY MANNER. YOU MAY, HOWEVER, DOWNLOAD OR PRINT A SINGLE COPY OF SPECIFIC SITE CONTENT FOR PERSONAL, NON-COMMERCIAL USE, PROVIDED YOU DO NOT REMOVE OR OBSCURE ANY WATERMARK, COPYRIGHT NOTICE, OR TRADEMARK FROM SUCH MATERIALS.

YOUR LIMITED LICENSE. CONDITIONED ON YOUR ONGOING COMPLIANCE WITH THESE TERMS, WE GRANT YOU A PERSONAL, REVOCABLE, NON-EXCLUSIVE LICENSE TO VIEW AND INTERACT WITH THE SITE. THIS LICENSE EXTENDS SOLELY TO VIEWING CONTENT FOR YOUR PERSONAL, INFORMATIONAL PURPOSES AND DOES NOT CONVEY ANY OTHER INTEREST, OWNERSHIP, OR LICENSE IN THE SITE CONTENT.

NOTIFYING US OF IMPROPER COPYRIGHT OR TRADEMARK USE. IF YOU ARE, OR ARE AUTHORIZED TO ACT ON BEHALF OF, A COPYRIGHT OR TRADEMARK OWNER, AND IF YOU BELIEVE IN GOOD FAITH THAT YOUR COPYRIGHTED WORK OR TRADEMARK HAS BEEN COPIED IN A WAY THAT CONSTITUTES INFRINGEMENT OF YOUR INTELLECTUAL PROPERTY RIGHTS, THEN PLEASE PROVIDE US WITH DETAILED WRITTEN NOTICE SPECIFYING THE CONTENT IN QUESTION AND THE BASIS OF YOUR COMPLAINT. WE WILL INVESTIGATE AND, AT OUR SOLE DISCRETION UNDER APPLICABLE LAW, REMOVE OR DISABLE ACCESS TO ANY INFRINGING MATERIALS.

DISCLAIMER OF WARRANTIES. WE STRIVE TO KEEP OUR SITE UPDATED AND ACCURATE; HOWEVER, WE DO NOT GUARANTEE COMPLETENESS OR CORRECTNESS OF THE SITE CONTENT. THE SITE IS FURNISHED “AS IS” AND “AS AVAILABLE”, AND WE DISCLAIM ALL IMPLIED WARRANTIES (INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT). BITHARVEST CANNOT GUARANTEE THE SITE WILL BE SECURE OR FREE FROM MALICIOUS CODE. ALWAYS SEEK PROFESSIONAL ADVICE BEFORE MAKING DECISIONS BASED ON ANY SITE CONTENT.

USER REPRESENTATIONS

1. Your Representations and Warranties.

By accessing or using the Site, you represent, warrant, and undertake that:

- a. All registration information and personal data you provide is accurate and up-to-date.
- b. You will timely update your data if changes occur.
- c. You are at least 18 years old and legally capable of entering into agreements.
- d. You will not engage in unlawful or unauthorized use of the Site.
- e. Your usage will comply with all applicable laws and regulatory requirements.

2. Misrepresentations.

If information you provide is found to be false, incomplete, or misleading, we may suspend or terminate your account and bar you from the Site indefinitely.

- a. Compliance with Token and AI Regulations: You further represent that you will abide by any export controls, tax regulations, or digital asset usage policies in your jurisdiction and not use BitHarvest or BTH tokens for illicit finance, money laundering, or any violations of local statutes.
- b. Multi-Sig or Decentralized Governance: If you engage with multi-signature wallets or other decentralized governance processes in the BitHarvest ecosystem, you acknowledge the risk that quorum failures, lost private keys, or signatory disputes could impede transaction approvals, upgrades, or governance decisions. BitHarvest assumes no liability for delays or losses arising from multi-sig or decentralized governance complexities.

TERM AND TERMINATION

1. Your Right to Not Use the Site.

These Terms remain effective as long as you maintain an account or otherwise use the Site. You may cease usage at any time; if you elect to close your account, it is your responsibility to first remove any stored or staked digital assets. Post-closure, BitHarvest is not obligated to recover or make available any assets or information that remain in a closed account.

2. Our Right to Restrict Access.

We may, at any time and for any valid reason (e.g., security threats, suspected violations of law or these Terms, or instructions from authorities), partially or fully suspend your access to the Site, terminate your account, or delete content posted by you. We bear no liability for any losses resulting from such actions.

3. Our Right to Seek Redress for Your Breach.

In cases where your actions violate these Terms or pose a risk to the BitHarvest ecosystem or its users, we may seek injunctive relief, damages, or other remedies to the extent allowed by law. We may also cooperate with relevant law enforcement agencies in investigating any unlawful acts.

4. Our Right to Act Against Defamation.

If we discover any attempt to defame, spread unfounded rumors about, or otherwise damage the reputation of BitHarvest or its affiliated entities, we reserve the right to take all necessary measures. These may include (but are not limited to) removing the offending content, restricting or terminating the responsible account, and pursuing any administrative, civil, or criminal remedies available under applicable law.

5. Survival.

Any provisions intended by their nature to survive termination (including disclaimers, liability limitations, indemnities, intellectual property clauses, and dispute resolution terms) shall remain in full force and effect after your relationship with BitHarvest ends.

MISCELLANEOUS

1. Your Consent to Electronic Communications.

By using the Site, you consent to receive communications from us in electronic form. You agree that such communications, including legal notices, disclosures, or other messages, fulfill any requirement that they be in writing.

1. No Waiver.

If we do not immediately enforce any provision of these Terms, such inaction shall not be regarded as a future or ongoing waiver of our rights or remedies.

1. Our Right to Assignment.

We reserve the right to assign or delegate any rights or obligations under these Terms to an affiliate or third party, at our discretion and without prior notice.

4. Severability.

Should any portion of these Terms be deemed invalid, unlawful, or unenforceable by a competent authority, that portion shall be severed, and the remaining provisions shall remain in full force and effect.

5. No Partnership.

No agency, partnership, employment, or joint venture is formed between you and BitHarvest by virtue of these Terms or your usage of the Site.

6. Choice of Law.

These Terms, their subject matter, and all non-contractual disputes or claims arising out of or in connection with them are governed by and construed under the laws of the British Virgin Islands. Any legal actions or proceedings (subject to arbitration as stated) must be brought in the relevant courts of the British Virgin Islands.

7. Enforcing Your Rights or Providing Notice.

Unless expressly stated otherwise, no individual or entity that is not a party to these Terms may enforce them. For any further inquiries or dispute notifications, contact us at support@bitharvest.io.

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