

# TERMS OF USE

The following Terms of Use and any terms incorporated herein ("Terms") constitute a legally binding agreement made between you ("User", "You") and Lazur.pro ("We", "Lazur"), concerning your access to and use of our "Platform" including <https://lazur.pro/> ("Website"), the technology and the platform integrated therein, any applications associated therewith and any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected to the Platform. The website and all services are the property of LAZUR DESIGN LTD.

You agree that by accessing the Platform, you have read, understood, and agreed to be bound by all of these Terms of Use. If you do not agree to the Terms, then you are prohibited from using the Platform and you must discontinue your use of it immediately.

## 1. DEFINITIONS

1.1 "Account" is a User account, accessible after the registration process, where crypto assets may be stored after the mining process and withdrawn by the user to the third-party service.

1.2 "Crypto Assets" shall mean for the purposes herein such type of assets which can only and exclusively be transmitted by means of block-chain technology, including but not limited to digital coins and digital tokens and any other type of digital mediums of exchange, such as Bitcoin, Dogecoin, Litecoin.

1.3 "Force Majeure Event" shall be understood as any event beyond Lazur's reasonable control, including but not limited to a flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, suspension of bank accounts of any kind, extraordinary leaps in value of crypto assets; communications, network, or power failure; or equipment or software malfunction or any other cause beyond Lazur's reasonable control.

1.4 "Mining" shall mean for the purposes herein a process in which transactions for various types of crypto assets are verified and added to the block-chain digital ledger resulting in some amount of crypto assets being distributed between the owners of processing power who participate in such a process.

1.5 "Withdrawal" for the purposes herein shall mean a transaction of crypto assets out from a User's Account, which is technically executed by Lazur in accordance with the User's request.

## 2. POSSIBILITIES AND SERVICES OF OUR PLATFORM

2.1 Lazur is a Platform, which allows you to mine different types of currency: Bitcoin, Dogecoin, Litecoin, Dollar.

2.2 On our Website you can find additional information about the mining of crypto assets, namely:

- step-by-step guides about how to work with the Platform.
- instructions on how to start mining different types of crypto assets.
- if you have more questions about the process of mining crypto assets you can contact us online support.

2.3 Registration

2.3.1 It is necessary to go through the registration process and create an account with Lazur to use some features of our Website as it may be prescribed herein.

2.3.2 Lazur reserves the right, in its sole discretion, to limit the number of Accounts that you may hold, maintain or create. Accounts cannot be assigned to any third party.

2.3.3 When you create an Account, you undertake to:

- create a strong password that you do not use for any other websites, online or off-line services;

- provide accurate and truthful information. Please check our Privacy Policy regarding how we collect, use and share your personal information;

- maintain and promptly update your Account information;

- promptly notify Us if you discover or otherwise suspect any security breaches related to your Account;

- take responsibility for all activities that occur under your Account and accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law.

## 2.4 Withdrawal

2.4.1 Withdrawal of crypto assets is only possible for users, who pass the registration process as prescribed in cl. 2.3 of the Terms, create an Account on our Platform.

2.4.2 Ownership verification. In case you are required to verify that you possess a wallet, address or any other crypto assets' storage that you use to withdraw crypto asset from your Account, you undertake to provide such verification by following Lazur instructions.

2.4.3 Irreversibility. Withdrawals cannot be canceled by Lazur.pro. Therefore, check the details of your withdrawal very carefully before making a withdrawal. We are not responsible for your crypto assets once they have been sent to a third-party service.

2.4.4 No control over third-party services. You may be charged fees by the third-party service you use to withdraw crypto assets from your Account. Lazur is not responsible for any third-party services' fees. You are solely responsible for your use of the third-party services, and you agree to comply with all terms and conditions applicable to any third-party service.

2.4.5 Delays. Subject to the terms and conditions of these Terms, We will use commercially reasonable efforts to execute all withdrawals on a spot basis as soon as practicable. However the timing associated with withdrawal of crypto assets depends upon, inter alia, the performance of third-parties services, and We make no guarantee that crypto assets will be withdrawn in any specific timeframe.

## 3. WARRANTIES, REPRESENTATIONS AND COVENANTS

3.1 If you wish to use our Platform you further represent and warrant that you:

- 3.1.1 are at least 18 years old or of other legal age, according to your relevant jurisdiction;

- 3.1.2 have not previously been suspended or removed from our Platform;

3.1.3 use our Platform with your own e-mail and for your own benefit and do not act on behalf and/or to the interest of any other person;

3.1.4 will use your equipment and processing power at your own risk. Lazur is not liable for any technical issues you may face while using your equipment and processing power on our Platform;

3.1.5 will not use our Platform or will immediately cease using those if any applicable law in your country prohibits or will prohibit you at any time from doing so;

3.2 When accessing or using the Platform, you further represent, agree and warrant, that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Platform. Without prejudice to the generality of the foregoing, you represent, agree and warrant, that you will not:

3.2.1 Use the Platform in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using the Platform with full functionality, or that could damage, disable, overburden or impair the functioning of the Platform in any manner;

3.2.2 Use the Platform to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or any other illegal activities;

3.2.3 Use any robot, spider or other automated means or interface not provided by Us to access the Platform or to extract data;

3.2.4. Sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the services of our Website or any of your rights to access and use services as granted specifically by the Terms;

3.2.5 Use or attempt to use another user Account without authorization;

3.2.6 Provide false, inaccurate, or misleading information.

#### **4. RISK DISCLOSURE**

4.1 Due to our internal policies, We only provide services to users with sufficient experience, knowledge and understanding of the working principles of our Platform, and those who fully understand the associated risks. You acknowledge and agree that you shall access and use the Platform at your own risk. You acknowledge and agree to the possibility of the risks, indicated in this clause of the Terms.

4.2 Risk of hacking and security weaknesses. Hackers or other malicious groups or organizations may attempt to interfere with the Platform in a variety of ways, including, but not limited to, malware attacks, DoS attacks, Sybil attacks, smurfing, and spoofing and any other types of malicious activity.

4.3 Risks Associated with an Internet-based Platform. You acknowledge that there are risks associated with utilizing an Internet-based Platform including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that Lazur shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Platform, howsoever caused.

4.4 Risks Associated with the Blockchain Protocol. The Platform is based on the Blockchain protocol. As such, any malfunction, unintended function, unexpected functioning of or attack on the Blockchain protocol may cause the Platform to malfunction or function in an unexpected or unintended manner.

4.5 Unanticipated risks. Crypto assets and Platforms are a new and untested technology. In addition to the risks included in this clause of the Terms, there are other risks associated with your use of the Platform including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this clause to the Terms.

## **5. CRYPTO ASSETS PROTECTION**

5.1 We strive to protect your crypto assets from unauthorized access, use, or spending. We use a variety of physical and technical measures designed to protect our systems and your crypto assets. By mining crypto assets on our Platform, you entrust and entitle Lazur to ultimately make decisions on the safety and security of your crypto assets.

5.2 We reserve the right to take different measures of protection, which include, but are not limited to a diversification of crypto assets in different allocations whether on a segregate record (account) or not.

5.3 Nothing herein shall be deemed or construed as a willingness to a seizure of your crypto assets. The main purpose of this section is to notify you about different measures of protection, that We use to keep your crypto assets safe.

## **6. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS**

6.1 Unless otherwise indicated by Us, Lazur is the proprietary property of LAZUR DESIGN LTD or our licensors or suppliers and is protected by international copyright laws and other intellectual property rights laws.

6.2 "Lazur" shall mean all and any copyright and other intellectual property rights in all content and other materials contained on the Platform, including, without limitation, the Lazur name, trademark, Lazur logo, to the application, which the user can download from the Website, and all designs, text, graphics, pictures, information, data, software, technologies, know-hows, sound and video files, other files and the selection and arrangement thereof.

6.3 The license granted under this clause will automatically terminate if We suspend or terminate your access to the Platform.

## **7. THIRD-PARTY CONTENT**

7.1 While using our Platform, you may view Third-Party Content. We do not control, endorse or adopt (unless otherwise expressly stated by Us) any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort

incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

7.2 "Third-Party Content" is the content provided by third parties, including without limitation links to web pages of such parties, which may be represented on the Platform.

## **8. SUSPENSION AND TERMINATION OF YOUR ACCOUNT**

8.1 In case of your breach of the Terms, or any other event as We may deem necessary, including without limitation a market disruption and/or a Force Majeure event, We may, in our sole discretion and without liability to you, with or without prior notice:

8.2 suspend your access to all or a portion of our Services; or

8.3 prevent you from completing any actions via the Platform, including withdrawal; or

8.4 terminate your access to the Platform, delete or deactivate your Account and all related information and files in such account.

8.5 Notwithstanding to the abovementioned Lazur reserves the right to apply to a User any of the measures indicated in cl. 8.1 of the Agreement, if:

8.5.1 we believe, in our sole and absolute discretion, that you have breached any material term of this Terms or the document(s) it incorporates by reference;

8.5.2 we are unable to verify or authenticate any information you provide to us;

8.5.3 we have reasonable suspicion that you are directly or indirectly using our Website or Platform in violation of applicable law or regulation;

8.5.4 we believe, in our sole and absolute discretion, that your actions may cause legal liability for you, our users or us.

## **9. DISPUTE RESOLUTION**

9.1 The User and Lazur shall strive to settle all disputes and disagreements between them arising from or in connection with this Terms by the complaint procedure.

9.2 In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant.

9.3 Any dispute between the parties will be governed by these Terms and the law of England and Wales.

## **10. MISCELLANEOUS**

10.1 Entire Agreement. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Website, Platform and services.

10.2 Taxes. It is your responsibility to determine what, if any, taxes apply to the withdrawals you complete via the Platform, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that Lazur is not responsible for

determining whether taxes apply to your transfers or for collecting, reporting, withholding or remitting any taxes arising from any withdrawals and does not act as your tax agent.

10.3 Order of Precedence. In the event of any conflict between these Terms and any other agreement you may have with Lazur, the terms of that other agreement will prevail only if these Terms are specifically identified and declared to be overridden by such other agreement.

10.4 Amendments. We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion. If We make changes to these Terms, We will provide you with notice of such changes, such as by sending an e-mail, providing notice on the homepage of the Website and/or by posting the amended Terms via the applicable Lazur websites and mobile applications and updating the "Last Updated" date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting for any new users of the Platform. In all other cases, the amended Terms will become effective for preexisting users upon the earlier of either:

- the date the User clicks or presses a button to accept such changes or;
- the date the User continues use of the Platform and Website after Lazur provides notice of such changes or publishes new version of the Terms on the Website.

10.5 Any amended Terms will apply prospectively to use of the Platform after such changes become effective. If you do not agree to any amended Terms, you must discontinue using our platform and contact us to terminate your account.