

Terms and Conditions of Use of the Application

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Sigmine Ltd · Reg. 207785406 · Bulgaria

1. Scope

These Terms and Conditions govern access to and use of the SigMine mobile application and website (hereinafter, the “Application”). By registering or using the Application, the User fully accepts the conditions set forth herein.

The Application is the means through which the User may contract computational capacity rental services, acquire internal platform credits (SMT), and manage their account, all in accordance with the conditions described in the applicable complementary documents for each service.

2. Authorised use

The User agrees to:

- Use the Application lawfully, diligently, and in compliance with applicable regulations.
- Not use the Application for unlawful, fraudulent, speculative, deceptive, or bad-faith purposes.
- Not manipulate, interfere with, alter, or attempt unauthorised access to the systems, infrastructure, or data of SigMine or third parties.
- Provide truthful, accurate, and up-to-date information at all times.

SigMine reserves the right to limit, suspend, or deny access to the Application upon detecting unauthorised use or use contrary to these conditions.

3. Registration and user account

To access SigMine's services, the User must create an account by providing the data required during the registration process. The User is responsible for:

- The truthfulness and accuracy of the data provided.
- Keeping their account data up to date.
- The confidentiality of their access credentials.
- All activities carried out from their account.

The User must immediately notify SigMine of any unauthorised use of their account or any security incident of which they become aware, via support@sigmine.io.

4. Identity verification (KYC / AML)

4.1. Verification obligation

In order to comply with applicable European regulations on **anti-money laundering (AML)**, counter-terrorism financing, tax transparency obligations, and customer identification requirements, SigMine will require the User to undergo an **identity verification process (KYC)** before enabling any operational functionality of the account, including the assignment of a deposit address.

4.2. Verification process

The verification process includes:

- The capture and verification of an **official identity document** (national identity card, passport, or equivalent document).
- A **liveness check** via the User's device camera, consisting of the capture of facial images to confirm the real presence of the document holder.
- **Automated facial comparison** of the obtained image with the photograph on the identity document.
- The collection of the User's **tax identification number**, in accordance with the obligations described in the *DAC8 Directive Tax Information* document.

The processing of personal and biometric data obtained is described in the *Privacy Policy*.

4.3. Access conditions

The User accepts that:

- Without successful completion of the KYC process, the account will have no operational functionality (no deposit address, no ability to contract services or withdraw funds).
- Refusal to provide the required information or the provision of false, inaccurate, or incomplete data may result in **suspension or cancellation** of access.
- SigMine may require **periodic renewal** of identity verification to maintain regulatory compliance.

5. User balance and withdrawals

5.1. Balance in the Application

The User may accumulate a balance denominated in USDT or USDC within the Application as a result of contracted services. Said balance is held in custody by SigMine, which maintains User funds **separate from the company's own funds**, with a minimum coverage of 100% of the total available User balance. Custodied funds are **not covered** by deposit guarantee schemes or equivalent protection mechanisms of any Member State.

5.2. Withdrawals

The User may request the withdrawal of their available balance to an external wallet in their name, subject to:

- Successful completion of the identity verification process (KYC).
- Verification of ownership of the destination wallet.
- The following cost conditions: the **first withdrawal of each calendar month is free**; each additional withdrawal within the same month has a cost of **1 USD**, which will be deducted from the withdrawn balance.

6. Transfer of mining capacity

6.1. Sale between users

SigMine may enable the functionality for a User to transfer their contracted mining capacity to another User registered in the Application. The specific conditions of this functionality will be published in the Application when available.

6.2. Direct sale to SigMine

SigMine may offer the User the option to sell their mining capacity directly to SigMine at a **reduced price** relative to the original value. This option is voluntary and is entirely at the User's discretion to accept or reject.

7. Account closure

The User may request account closure only when their **available balance is zero** and they have no active services pending resolution. SigMine will retain the User's data for the legally required periods in accordance with the *Privacy Policy*.

8. Security and protection of the Application

SigMine adopts **reasonable technical and organisational measures** aimed at protecting the security, integrity, and confidentiality of the Application and the information processed.

However, the User acknowledges that no technological system is completely infallible and that security incidents, unauthorised access, or technical failures beyond SigMine's reasonable control may occur.

9. Suspension, limitation, or cancellation of access

SigMine may **temporarily or permanently suspend** the User's access to the Application, in whole or in part, without right to compensation, in the following circumstances:

- Breach of these Terms and Conditions.
- Breach of legal or regulatory obligations by the User.
- Detection of suspicious, fraudulent, or unlawful activities.
- Requirements from competent authorities.
- Technical, maintenance, or security needs.

Suspension or cancellation of access does not release the User from previously assumed obligations. In the event of suspension or cancellation, the User's available balance will remain in custody and will be delivered to the User in accordance with applicable withdrawal procedures, unless a legal requirement prevents this.

10. Technical logs

For purposes of **security, operational control, regulatory compliance, and technical auditing**, SigMine records and retains logs relating to the use of the Application (access, authentication, operational activity, incidents). These records have no commercial or advertising purpose, are retained for legally required periods, and may be made available to competent authorities when a legal obligation exists. The processing of this data is governed by the *Privacy Policy*.

11. Intellectual property

The Application, its design, source code, interfaces, trademarks, logos, and content are the property of SigMine or its licensors and are protected by applicable legislation. The User does not acquire any rights over these elements beyond personal use in accordance with these Terms and Conditions.

12. Modifications

SigMine reserves the right to modify these Terms and Conditions. Any substantial modification will be communicated to the User through the Application or by email with reasonable advance notice. Continued use of the Application after the modifications take effect constitutes acceptance thereof.

13. Governing law and jurisdiction

These Terms and Conditions are governed by the laws of the **Republic of Bulgaria**, without prejudice to mandatory consumer protection rules applicable in the User's country of residence under European Union law.

14. Contact

For any enquiry: support@sigmine.io.