

End User License Agreement

By clicking "I accept" or "I agree" or using the services you are entering into a binding contract with Ariadne Consulting Ltd and its affiliates.

IMPORTANT: If you are a minor (a minor often is someone under the age of 18), you may not register for, or otherwise access, the Services (as defined below), nor may you consent to the terms of this **End User License Agreement** ("EULA" which includes the **Privacy Statement**) unless your educational institution or parent consents to and accepts the terms of this EULA on your behalf.

Children under the age of 13 may not accept the terms of this EULA, register for, or otherwise access, the Services unless an educational institution or parent has established an account or registered on their behalf.

If you have any questions about this EULA, please contact us by e-mail: info@new-mining.co.

It is important to us that the Services provide you with a helpful and reliable experience. To protect our rights and yours, this EULA governs all uses of the Services. Access or use of the Services for which you seek registration or enrollment constitutes acceptance of this EULA as a binding agreement. By using the Services, you represent that you (1) have read and understood the terms, (2) agree to use the Services in compliance with applicable laws and the terms of this EULA and (3) are an Authorized User (as defined below). You may not use the Services if you do not agree with the EULA or if you are not an Authorized User.

1. Privacy Statement

Please review our [Privacy Policy](#), which also governs your use of the Services, to understand our data collection and use practices. You acknowledge and explicitly consent to the collection and use of your data, including Personal Information (as defined in the Privacy Policy), in accordance with the Privacy Policy. Further, you acknowledge that the Privacy Policy may be revised from time to time for any reason.

2. Changes to this EULA

Ariadne Consulting Ltd may make changes to this EULA from time to time for any reason. Typically, these changes are made to conform to current practices, comply with changing regulatory requirements, or other similar purposes. If Ariadne Consulting Ltd modifies this EULA in a manner that materially changes the terms or scope of the Services made available to you, we will make reasonable efforts to notify you by either contacting you via email or posting reasonable notice in connection with the Services to alert you to such changes. Your continued use of the Services after reasonable notice of such changes to the EULA has been provided will constitute your consent to the revised EULA terms. If you have any questions about this EULA, please contact us by e-mail: info@new-mining.co.

The Services

This website and its related applications and services (collectively the "**Services**") is owned by Ariadne Consulting Ltd and/or its affiliated companies (collectively, "**we**," "**us**," or "Ariadne Consulting Ltd"). The Services may be delivered to you through the Internet via your browser or app (mobile or otherwise). While your User Account (defined below) for the Services may continue for an indefinite period of time. The Services may be provided directly by Ariadne Consulting Ltd or accessed through a third party integration with accounts managed by an integrated third party service provider ("**Third Party Service**"). The Services may link to or provide options to access third party websites or applications.

3. Authorized Users and User Accounts

The Services are available only to individuals, including but not limited to educational institution, administrators and students, who have gained lawful access to the Services directly from Ariadne Consulting Ltd or its Third Party Service provider or through the Institution of which such individual is affiliated ("**Authorized User**" or "**User**"). In order to initiate access to the Services, you must register for a user account ("**User Account**") by providing your first name, last name, valid email address and designating a secret and unique username and password ("**Account Credentials**"), as well as any additional information that may be required.

You may have only one active User Account at any given time. You agree to provide accurate and truthful information when creating a User Account and to promptly update such information should it change.

You may not self-register for the Services if you are under the age of 13 unless your educational institution has established an account or registered on your behalf. If you are under the age of 18, you may not register or use the Services without

first obtaining permission from your parent or guardian. However, if you are under the age of 18 and enrolled at an institution of higher education, you may self-register for the Services.

You understand and acknowledge that a Third Party Service may have access to your User Account and may suspend, modify or terminate your account access at any time and for any reason.

4. Protection of Account Credentials

Your User Account is for your personal use only. Unless we provide an approved mechanism for such use, allowing others to access or use the Services through your User Account is strictly prohibited and you are responsible for all uses of the Services associated with your Account Credentials, whether the use is made by you personally or by a third party due to your disclosure of your Account Credentials.

In order to protect the security of your Account Credentials and the Services, it is important that you maintain the confidentiality of your Account Credentials. You agree not to (1) use Account Credentials other than your own, or (2) to disclose your Account Credentials to any third party or service, other than an authorized Third Party Service. You agree to take reasonable steps to protect the secrecy of your Account Credentials and immediately notify Ariadne Consulting Ltd of any known or suspected loss, disclosure or theft of your Account Credentials and/or access codes you obtain in connection with the Services.

5. Ownership of the Services

The website, Course materials and other content provided through the Services (collectively, "**Materials**") and any supporting software, applications and systems (collectively "**Applications**") are the exclusive property of Ariadne Consulting Ltd, its affiliates, and/or its licensors, and are protected by international copyright and other intellectual property laws. All rights not expressly granted herein are reserved. Except as may be set forth in this EULA, the reproduction, redistribution, modification, publication, or adaptation of Materials or Applications, in whole or in part, without the express written consent of Ariadne Consulting Ltd and/or its licensors is strictly prohibited. The Services may allow you to copy or download certain Materials, but please remember that the availability of this functionality does not mean that the above restrictions do not apply.

Unless otherwise indicated, trademarks, service marks and trade names (collectively "**Marks**") that appear on the Services are the property of Ariadne Consulting Ltd or its licensors. Any trademarks not owned by Ariadne Consulting Ltd that appear in the Services are the property of their respective owners. You agree not to misuse or disparage any Marks associated with the Services or use the Marks (or any confusingly similar marks) in such a way that would misrepresent the ownership of the Marks or otherwise confuse the public as to the source or origin of any products or services. You should not use any Mark without obtaining the written consent of the Mark owner, using appropriate notice and attribution of the owner's trademark rights, and using the Marks in accordance with applicable usage guidelines as provided by a Mark's respective owner. Any such permitted use of the Marks by you shall be to the benefit of the respective Mark owner.

6. Limited License

Ariadne Consulting Ltd grants to you a limited, non-transferable, non-exclusive, non-sublicensable license to use the Services for their intended purpose and subject to the terms and restrictions set forth in this EULA, the [Privacy Policy](#) and any additional terms which may be established by Third Party Service.

You may use, display, and, when such functions are available on the Services, reformat, download, and print, Materials obtained through the Services solely for your own personal, non-commercial, and personal educational purposes.

You are responsible for meeting the then-current hardware, operating system, Internet browser and other technical requirements necessary to properly use and access the Services. All rights not specifically granted herein are reserved by Ariadne Consulting Ltd. You acknowledge that the license granted under this EULA does not provide you with title to or ownership of the Services, or the Materials contained therein, but only a right of limited use subject to the terms and conditions of this EULA.

7. Permitted Uses of Materials.

You may, on an occasional and irregular basis, include insubstantial portions of the Materials in memoranda, reports and presentations, and then only to the extent that such use is for educational purposes of a non-commercial nature within the scope of, or permissible as "fair use", "fair dealing" or its equivalent under applicable copyright and intellectual property law, provided such use does not otherwise diminish the pedagogical or commercial value of the Materials or the Services and is otherwise accompanied by appropriate copyright notices. If you wish to request permission to reproduce the Materials, or if you have any questions about how to include any notices required under this Section, please refer to the information and contacts available at <https://new-mining.co/>.

Please note that additional permissions may also be required from Ariadne Consulting Ltd licensors. Your use of any Materials, whether under "fair use" or by permission, must include all applicable copyright, trademark and other notices, and appropriate source attribution to Ariadne Consulting Ltd and its licensors.

Before using any Materials designated as "open", OER, or available for public use, you should verify the governing licensing restrictions associated with such Materials. No right to use "open," "OER," or "available for public use" content is granted by Ariadne Consulting Ltd outside of the Services.

8. Prohibited Uses of Materials

Except as you may be expressly permitted by this EULA, you may not use, modify, adapt, reformat, download, upload, post, reproduce, broadcast, publish, display, perform, transfer or redistribute any Materials in any form, format or media or by means without obtaining the prior written authorization of Ariadne Consulting Ltd and/or its licensors. You acknowledge that the dissemination of any assessment questions or answers contained in the Materials will materially diminish the value of the Services and is strictly forbidden. Without limiting this restriction, you acknowledge that the following "Prohibited Uses" shall not constitute "fair use" and are specifically prohibited under the terms of this EULA in the absence of written permission and that any such Prohibited Use constitutes a material breach of the terms of this EULA:

- o making the Materials available online outside of the Services, regardless of whether such use is related to the data for which the Services are provided;
- o making the Materials available, by any means, or other activities for which the Services are not authorized for use;
- o publishing or otherwise disseminating outside of the Services solutions to questions or other assessment content contained in the Materials (whether generated by you, Ariadne Consulting Ltd or a third party);
- o reproducing or distributing outside the Services, by any means, any illustrations, charts, photographs, outlines, extensive text excerpts, or data included in the Materials for use outside of the relevant Services.

9. Appropriate Use of the Services

You are expressly prohibited from any conduct which: threatens the security, integrity or availability of the Services; provides or facilitates access to the Services by unauthorized users or services; and/or results in prohibited duplication, transmission or exposure of the Materials, Applications or User information associated with the Services. You represent and agree that you shall not use the Services in violation of this EULA, any applicable local, state, national or international law or regulation. You further agree that you will not use the Services in a manner which threatens the security, stability or integrity of the Services or networks connected to the Services ("**Service Network**"). Without limiting the foregoing, you acknowledge and agree that that you will not take any action to:

- o impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; including using another person's User Credentials (including passwords) or making your User Credentials available for use by others;
- o use or attempt to use any "deep-link," "scraper," "robot," "bot," "spider," "data mining," "computer code" or any other automated device, program, tool, algorithm, process or methodology or manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of the Services, any data or content found on or accessed through the Services, or any other Materials without the prior written consent of Ariadne Consulting Ltd;
- o violate any measure employed to limit or prevent access to the Services or otherwise obtain or attempt to obtain through any means any content, functionality or other information which has not been intentionally made available to you either by visible display on the Services or access through a visible link on the Services;
- o decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services;
- o interfere with or disrupt (or attempt to interfere with or disrupt) the proper working of the Services or Service Network, or violate any requirements, procedures, policies or regulations of the Service Network;
- o take or attempt any action that, in the sole and absolute discretion of Ariadne Consulting Ltd, imposes or may impose an unreasonable or disproportionately large load or burden on the Service Network, disrupts the normal flow of data, or threatens the stability of the Services or Service Network; or
- o engage any conduct which, in Ariadne Consulting Ltd sole and absolute discretion, diminishes the commercial value of the Services, infringes any proprietary rights in the Materials or Applications, or otherwise violates this EULA.

Ariadne Consulting Ltd reserves the right, at its sole discretion, to suspend or terminate access to and use the Services with respect to any User that Ariadne Consulting Ltd reasonably believes has undertaken, or participated in, any of the

foregoing activities, violated the terms of this EULA, or whose actions have, or are likely to, otherwise cause harm to Ariadne Consulting Ltd, the Services, the Service Network or other Users, or for any other reason at the sole and absolute discretion of Ariadne Consulting Ltd. Additionally, Ariadne Consulting Ltd may suspend or terminate your access at any time.

10. Permissible User Content

The Services may provide functionalities for Authorized Users to create, upload or post questions, responses, comments, ideas, articles, information, data, text, multimedia content, chat conversations or logs, messages and other materials or submissions ("**User Content**"). You may only post User Content that is your own original work or for which you have obtained the necessary rights or permissions for reproduction and public display through the Services and include any applicable ownership or attribution notices. (Note: The fact that content is publicly available on the Internet does not mean that such content may be freely used without seeking prior permission from the owner.) You are solely responsible for User Content that you post on the Services and agree not to create, post, upload or link to any Prohibited User Content (as defined below). Ariadne Consulting Ltd does not pre-screen User Content and assumes no responsibility for User Content. The views and opinions expressed in any User Content do not necessarily reflect those of Ariadne Consulting Ltd or its licensors. Ariadne Consulting Ltd has the right (but not the obligation), in its sole discretion, to monitor, refuse to post or otherwise distribute, or remove any User Content for any reason and to terminate your access to the Services to prevent further posting or distribution of Prohibited User Content. If you discover any Prohibited User Content and would like to inform us, please contact us at info@new-mining.co.

11. Use of User Content

By creating, posting, uploading or linking to User Content, you grant to Ariadne Consulting Ltd a perpetual, royalty-free, worldwide right and license to use, host, license, store, reproduce, transmit, adapt, and distribute such User Content and any derivative works created from such User Content (such as those resulting from changes we make so that your User Content works better with the Services) in connection with the Services. Further, you acknowledge and agree that your User Content shall be available to other Users on the same terms as granted by you to Ariadne Consulting Ltd under this EULA and specifically this Section 12. Ariadne Consulting Ltd shall not be responsible or liable for the deletion, destruction, damage, loss or failure to store any User Content. By posting User Content that is owned by third parties, you represent that you have been granted the right to grant to Ariadne Consulting Ltd the right to make such User Content available to Authorized Users to the same extent as the Materials provided with the Services. You agree to provide proper copyright notices in connection with any User Content in which you or a third party assert a right of copyright. Additional terms and options may be presented through the user interface available on the Services for posting or uploading User Content which shall have the same force and effect as the terms of this EULA.

12. Prohibited User Content

You will, at all times comply with all applicable local, state, federal, and foreign laws in using the Services. You agree that you will not (directly or through others) contribute, create, upload, post, link to, or otherwise cause the distribution of any content or use the Services in any manner that:

- is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, indecent, offensive, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or in violation of the rules or policies of the Ariadne Consulting Ltd;
- infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party or which you do not have a right to transmit under any law or under contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- jeopardizes the security, availability or integrity of the Services or causes harm to any User and his or her property through the use of malicious code or other contaminating or destructive devices;
- transmits advertising material and/or any unsolicited or unauthorized promotional materials, junk mail, SPAM, chain letters, or any other form solicitation in violation of any applicable rules, regulations or laws or otherwise interferes with the proper working of the Services or Service Network; or
- otherwise violates the terms of this EULA.

13. User Suggestions

Ariadne Consulting Ltd always welcomes suggestions and comments regarding the Services. Suggested improvements, additions or other comments may be submitted by you to Ariadne Consulting Ltd, whether through the Services, online,

offline, verbally, or in writing ("**User Suggestions**") Regardless of the manner of submission, you hereby acknowledge that all right, title and interest and any other intellectual property rights in the User Suggestions shall become the exclusive property of Ariadne Consulting Ltd and may be used for its business purposes at Ariadne Consulting Ltd sole and absolute discretion without any payment or accounting to you. This policy is intended to avoid the possibility of future misunderstandings when products and services developed by Ariadne Consulting Ltd might seem to others to be similar to their own submissions or comments. No reference to your personal information shall be made in connection with the any use by Ariadne Consulting Ltd of User Suggestions.

14. No Liability for Third Party Websites and Third Party Content

Ariadne Consulting Ltd assumes no responsibility for third party content ("**Third Party Content**"), services or applications that may be accessed by way of links on the Services to sites hosted by third parties that are outside of Ariadne Consulting Ltd control ("**Third-Party Sites**"). Ariadne Consulting Ltd does not endorse or guarantee the accuracy, integrity or quality of Third Party Site or Third Party Content and disclaims all liability for any errors, omissions, violation of third-party rights or illegal conduct arising from such content or sites. The inclusion of a link to any Third Party Site in the Services does not imply that the owners of such Third-Party Sites have sponsored or endorsed the Services. Ariadne Consulting Ltd is not responsible for the accessibility of Third-Party Sites accessed through links to the Services. Should you discover that a link to a Third-Party Site is no longer functional please contact us at info@new-mining.co. Any links which directs Users to inappropriate content or Prohibited User Content should be reported to us at info@new-mining.co.

15. Availability of the Service

Ariadne Consulting Ltd may at any time, with or without notice to you, restrict the use and accessibility of the Services and/or discontinue any portion, feature, or content of the Services. Ariadne Consulting Ltd will make reasonable efforts to provide Authorized Users notice of significant changes to the Services to Authorized Users with active Subscriptions whenever reasonably feasible and provide alternative materials or services if substantial portions of the Services become unavailable.

16. Termination of Access

1. **Termination by You.** Subject to account restrictions that may be imposed by a Third Party Service through which access to the Services is provided, you may terminate your User Account at any time by notifying Ariadne Consulting Ltd of your decision to do so. Your satisfaction with the Services is important to us. If you have any concerns or complaints about the Services or wish to terminate your access to the Services, please contact us.
2. **Termination by Ariadne Consulting Ltd.** Ariadne Consulting Ltd may, in its sole discretion, and with or without advance notice, suspend your access to all or any part of the Services, or terminate your rights to use the Services, for any conduct or use (whether by you or anyone else having access to the Services under your Account Credentials) that Ariadne Consulting Ltd reasonably believes violates this EULA.

17. Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (a) YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (b) YOU HAVE NOT RELIED ON ANY STATEMENT, INFORMATION OR ADVICE FROM ARIADNE CONSULTING LTD REPRESENTATIVES OR RESELLERS WHICH WOULD BE DEEMED TO BE A WARRANTY OF THESE SERVICES OR FORM THE BASIS FOR ANY LIABILITY OF ARIADNE CONSULTING LTD; (c) TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ARIADNE CONSULTING LTD AND ITS LICENSORS AND CONTRACTORS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

NEITHER ARIADNE CONSULTING LTD NOR ITS LICENSORS MAKE ANY REPRESENTATION OR WARRANTY THAT: (a) THE SERVICES OR YOUR USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE; (b) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (c) THE SERVICES WILL MEET YOUR REQUIREMENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

18. Limitation of Liability

IN NO EVENT SHALL ARIADNE CONSULTING LTD OR ITS EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY COMPENSATORY, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND -- INCLUDING, WITHOUT LIMITATION ANY CLAIMS OR DAMAGES BASED ON YOUR USE OF OR INABILITY TO USE

THE SERVICES, ANY THIRD PARTY WEBSITES, OR APPLICATIONS ACCESSED THROUGH THE SERVICES, DAMAGE TO PROPERTY, THIRD PARTY CLAIMS, LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, LOSSES CAUSED BY YOUR RELIANCE ON ANY CONTENT OR INFORMATION PROVIDED THROUGH THE SERVICES, AND/OR ANY OTHER LOSSES OF ANY KIND ARISING FROM YOUR USE OF THE SERVICES. ARIADNE CONSULTING LTD MAXIMUM AGGREGATE LIABILITY UNDER THIS EULA WILL IN NO EVENT EXCEED THE TOTAL FEES PAID TO ARIADNE CONSULTING LTD BY YOU FOR THE SPECIFIC SERVICES FROM WHICH THE LOSS ARISES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHERWISE, EVEN IF ARIADNE CONSULTING LTD HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND/OR IF ANY OF THE LIMITED REMEDIES IN THIS EULA FAIL THEIR ESSENTIAL PURPOSE.

NO ACTION, REGARDLESS OF FORM, ARISING UNDER THIS EULA MAY BE BROUGHT BY YOU MORE THAN ONE YEAR AFTER THE FACTS SUPPORTING THE CAUSE OF ACTION HAVE BECOME KNOWN, OR REASONABLY SHOULD HAVE BECOME KNOWN TO YOU. NOTHING IN THIS EULA IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED UNDER APPLICABLE LAW. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND IN SUCH INSTANCES OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED.

19. Representation and Warranty; Indemnity

As a condition of your use of the Services, you warrant and represent to Ariadne Consulting Ltd that you are an Authorized User and will not use the Services for any purpose that is unlawful or prohibited by this EULA. To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless Ariadne Consulting Ltd and its employees, officers, agents, contractors, and licensors from any claims, damages, expenses, or liabilities arising from or in any way related to any violation of this EULA or unauthorized use of the Services.

20. Choice of Law and Forum

You agree that this EULA shall not be governed by Hong Kong Convention on Contracts for the International Sale of Goods and that any and all actions, disputes or controversies relating to this EULA or your use of the Services (each a "Claim") shall be subject to the terms of this provision. Except as provided below, (a) you submit to the personal and exclusive jurisdiction and venue of the courts located within Hong Kong ("**Chosen Forum**") with respect to any Claim, (b) irrevocably consent to the service of process via email, personal delivery, or mailed by certified or registered mail, return receipt requested, to the mailing address set forth in your User Account; and (c) agree that any Claim will be governed by and construed subject to laws of Hong Kong ("**Chosen Law**"). If you reside outside of Hong Kong, the Chosen Forum shall be the courts located in Hong Kong and the Chosen Law shall be the laws of Hong Kong, without giving effect to its conflict of law principles. Nothing in this paragraph is intended to limit or contravene the applicability of the local privacy and data security regulations which would otherwise govern the collection, disclosure and use of your Personal Information.

21. DMCA and Notices of Inappropriate Content

If you have any copyright concerns about any materials posted on the Services by others, or otherwise want to report inappropriate content on the Services, please let us know.

If you are a copyright owner or authorized agent of a copyright owner and believe in good faith that copyrighted work has been copied, adapted, reproduced or exhibited through the Services in a manner that constitutes copyright infringement, you may submit written notification of the claimed infringing activity to our Designated Agent. To be effective, the Notice must include the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, ("Complaining Party") of an exclusive right that is allegedly being infringed upon; Information reasonably sufficient to permit Ariadne Consulting Ltd to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address;
- Identification of the allegedly infringing material on the Services ("Infringing Material"), and information reasonably sufficient to permit Ariadne Consulting Ltd to locate such material on the Services; Identification of the copyrighted work claimed to have been infringed upon ("Infringed Material"), or if multiple copyrighted works on the Services are covered by a single Notice, a list of each copyrighted work claimed to have been infringed (please be specific as to which Infringing Material is infringing on which Infringed Material);
- A statement that the Complaining Party has a good faith belief that use of Infringing Material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the Notice is accurate, and under penalty of perjury, that the Complaining Party is the owner or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

22. Reporting other Prohibited Content

Ariadne Consulting Ltd also encourages you to report to info@new-mining.co any content on or accessible through the Services which you believe contains infringing content, malicious code, or any offensive, libelous, or otherwise illegal or that is otherwise prohibited under this EULA. To ensure Ariadne Consulting Ltd can quickly respond to the issue, your email should include: the originating Ariadne Consulting Ltd page URL; the linked page URL; a description of the content in question and the basis upon which you believe the content is prohibited or otherwise inappropriate; and the contact information through which Ariadne Consulting Ltd may best reach you if you are willing to further assist Ariadne Consulting Ltd in its investigation.

23. Miscellaneous

This EULA is personal to you, and you may not assign, transfer or delegate your rights or obligations under this EULA to anyone. Ariadne Consulting Ltd may assign or delegate its rights or obligations under this EULA, in whole or in part, subject to Ariadne Consulting Ltd right and obligations under this EULA and any agreement it may have with your Institution. In the event that any provision of this EULA is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remainder of this EULA shall remain valid and enforceable according to its terms. This EULA is the entire agreement between Ariadne Consulting Ltd and you with respect to the Services and cannot be modified absent a signed written agreement. Headings in this EULA are for your convenience only and do not have any legal meaning or effect. If Ariadne Consulting Ltd waives or fails to enforce any term or condition of this EULA on any one or more occasions, whether by conduct or otherwise, its waiver or failure to enforce such terms will not prevent Ariadne Consulting Ltd from enforcing any terms or condition of this EULA at any other time. The meaning of this EULA cannot be changed by your or Ariadne Consulting Ltd conduct, even if repeated, or by any custom or practice of others engaged in the same or similar businesses. In addition to being a part of the registration form, this EULA is accessible through a link on the Services so that you may reference it at any time. It is the express wish of the parties that this EULA and all related documents be drawn up in English.

Version: 1.1

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