

Terms of Use

Welcome to www.scarabminer.com ("this Website"). The website features, products and services published on this Website ("Services") are provided by Scarab Technology Limited ("SCARAB" or "Us").

By using our Services, you have acknowledged and agreed that:

1. you have complied with all the applicable laws and regulations in the applicable jurisdiction and;
2. you have read and agreed to these Conditions of Use.

To the extent permissible by law, SCARAB reserves the right to alter these Conditions of Use at any time without providing notice. You are responsible for regularly checking for any changes to these Conditions of Use. Your continued use of this Website after any such changes are released shall be deemed as your acceptance of said changes.

In addition to complying with the Conditions of Use, sometimes additional Service Terms may apply. (for example, when placing an order, you also will be subject to the order policy and terms and conditions). If these Conditions of Use are inconsistent with the Service Terms, those Service Terms will prevail.

WEBSITE CONTENT

All texts, images, music, videos, animations, trademarks, patterns, charts, visual interfaces and code ("Content"), including but not limited to the ideas, design, structure, expression, and display of the aforementioned Content, are legally owned, controlled, or legitimately authorized to be used by SCARAB. Unless otherwise stated in these Conditions of Use, you shall not use the Content on this

website for any commercial purpose in any way without SCARAB's prior written consent.

You can download information presented on this website with regard to SCARAB's products and services, provided that:

1. Said information is used solely for personal purposes and not for commercial purposes.
2. No alterations of any kind are made to said information.
3. No further statements and warranties shall be made with regard to said information or documents containing said information.
4. No statements and/or notifications indicating SCARAB's ownership of and other legal rights and interests with regard to said information shall be removed, in part or in full.

USAGE STANDARDS

This Website cannot be used illegally or for any purpose prohibited in these Conditions of Use, nor can this Website and its Content be used to infringe on the legal rights and interests of other persons or organizations.

You shall not use any form of device, program, or algorithm to access, obtain, copy, or monitor any part of this Website or its Content. Additionally, you shall not visit, obtain, or copy any materials, documents, or information on this Website by any method not provided by this Website.

You shall not attempt to illegally access, decode, or use any other illegal methods to gain unauthorized access to this Website, its Content, or its Services. You shall

not trace, reverse lookup, decrypt, or decode any customer information on this Website, including but not limited to the ID's of users other than yourself.

You shall not violate any of the security mechanisms or authentication measures utilized by or linked to this Website. You shall not probe, scan, or otherwise test for any network weaknesses of this Website or those linked to it, nor launch any form of attack against it.

You agree not to use any device, software, or program to interfere or attempt to interfere with the regular operation of this Website or any transactions performed on this Website or to interfere or attempt to interfere with the use of this Website by others. You shall not undertake any actions that store unreasonable or disproportionate amounts of data on this Website's infrastructure, system, or network, or on systems or networks that are linked to this Website.

ACCOUNT, PASSWORD AND SECURITY

You may need to register a SCARAB ID or log in to your SCARAB ID to access certain functions or services on this Website. By registering for a SCARAB account, you represent and warrant that you are a person who legally obtains the products or services offered by SCARAB under the laws of your jurisdiction.

You accept full responsibility for protecting the confidentiality of your account information, including your password. You accept full responsibility for any and all actions that occur on or against your account in the event that you fail to maintain the security and confidentiality of said information.

If you find that your account has irregularities or abnormalities, including but not limited to the password being changed or the account being logged in to or used

by unauthorized persons, you should notify SCARAB immediately. If your failure to maintain the confidentiality of your account information leads to your account being used by others, which further leads to damages to SCARAB or other visitors to this website, you may be held liable for said damages.

You shall not use other people's SCARAB ID's at any time without the express permission of the account holder. If your failure to comply with this clause leads to personal damage or loss to yourself or others, SCARAB will not assume responsibility for said losses.

PRIVACY

This Website is subject to SCARAB's Privacy Policy, the details of which can be viewed on this Website.

It should be noted that the network link and data transmitted between yourself and this Website are neither completely safe nor confidential, and it is possible that information and data you send to this website could be intercepted by others.

SCARAB is unable to guarantee the security and confidentiality of the network link and data transmitted between yourself and this Website.

RESERVATION OF RIGHTS

SCARAB reserves the right to perform the following actions at any time without giving notice:

1. Suspend or terminate operation of, or access to, all or part of this Website at any time, irrespective of the reason.
2. Fix or alter all or part of the Content of this Website as well as any applicable policies, terms, or clauses.

3. Suspend operation of all or part of the Website for the purposes of maintenance, alteration of errors, or other such changes at regular or irregular intervals.

SANCTIONS AND EXPORT POLICY

SCARAB does not engage in any transaction, directly or indirectly, with a sanctioned country, region or person, or participate in any transaction involving a sanctioned country, region or person. You may not use any SCARAB's products and service if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are located. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, software, technology, and services.

PRODUCT SUPPLY

The products, service and related descriptions displayed on this Website may be different in different countries and regions. If you need specific product or service information, please contact our customer service staff.

DISCLAIMER

ALL THE CONTENTS OF THIS WEBSITE IS ONLY AVAILABLE FOR YOUR CINVENIENT USE. SCARAB DOES NOT GUARANTEE THE AVAILABILITY, CONTINUITY, AND ACCESSIBILITY OF THIS WEBSITE, ITS CONTENT, OR ITS SERVICES. THIS WEBSITE AND ITS CONTENT ARE PROVIDED ON AN 'AS IS' BASIS. YOU, AS THE USER, BEAR ALL RESPONSIBILITIES FOR USAGE OF THIS WEBSITE AND ANY WEBSITE LINKED TO IT. SHOULD YOU FEEL DISSATISFIED WITH ALL OR ANY PART OF THIS WEBSITE, YOUR ONLY COURSE OF REMEDIAL ACTION IS TO STOP USING ALL OR PART OF THIS WEBSITE, AS

LIMITATION OF REMEDIES CONSTITUTES PART OF YOUR AGREEMENT WITH SCARAB WITH REGARD TO USAGE OF THIS WEBSITE.

INFORMATION PUBLISHED ON THIS WEBSITE REGARDING TYPES OF PRODUCTS AND SERVICES AVAILABLE, INCLUDING BUT NOT LIMITED TO PRODUCT FUNCTIONS, CONFIGURATIONS, PARAMETERS, TECHNICAL STANDARDS, AND SERVICE CONTENT, MAY DIFFER BASED ON COUNTRY OR REGION. THE FUNCTIONS, CONFIGURATIONS, PARAMETERS, AND TECHNICAL STANDARDS OF ANY GIVEN PRODUCT MAY BE ADJUSTED AT DIFFERENT STAGES OF THAT PRODUCT'S LIFE CYCLE, AND IT MAY TAKE SOME TIME FOR SCARAB TO UPDATE THE CORRESPONDING INFORMATION. THEREFORE, THERE MAY BE SOME VARIATIONS BETWEEN THE PRODUCT AND SERVICE INFORMATION YOU SEE ON THIS WEBSITE AND THE ACTUAL PRODUCT YOU PURCHASE OR PRODUCTS FOR SALE IN YOUR MARKET. SCARAB DOES NOT GUARANTEE THE CORRECTNESS, COMPLETENESS, OR RELIABILITY OF THE CONTENT OF THIS WEBSITE.

LIMITATION OF LIABILITIES

IN NO EVENT WILL SCARAB AND ITS AFFILIATES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SITE, OR ANY MATERIALS, OR USER CONTENT AVAILABLE THROUGH THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE),

STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY DJI ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

IF YOUR USE OF THIS WEBSITE RESULTS IN ANY FORM OF DAMAGE OR LOSS, THE COMPLETE AND MAXIMUM LIABILITY THAT SCARAB AND ITS AFFILIATES ASSUME SHALL NOT EXCEED THE TOTAL SUM OF ANY SUBSCRIPTION FEES OR SIMILAR FEES RELATED TO YOUR USE OF THE SERVICES OR FUNCTIONS OF THIS WEBSITE.

EXTERNAL LINKS

This Website may contain links to independent third-party websites. Such links are provided only for the convenience of visitors to this Website. SCARAB does not give any express or implied guarantees regarding the Content, services, and information provided on linked websites, nor should these links be deemed as a recommendation or authorization by SCARAB with regard to the linked websites. You can visit any and all of the linked websites entirely at your own discretion, however SCARAB shall assume no responsibility for the outcome of any such interactions.

BREACH OF THESE CONDITIONS OF USE

You agree that SCARAB reserves the rights to terminate your access to this Website and/or block you from visiting this Website in the event that SCARAB deems you to have breached any of these Conditions of Use.

If SCARAB revokes your access to this Website as a result of you having breached these Conditions of Use, SCARAB assumes no liability towards you or any third-party.

You agree that SCARAB can solely decide, without prior notification, to terminate your access to all or part of this Website's functions, for reasons including but not limited to:

1. In response to the requests of law enforcement agencies or other government institutions.
2. In response to your own request. (i.e. you request the deletion of your SCARAB ID.)
3. The suspension or major modification of this Website or any of its services.
4. Unforeseeable technical issues.

Applicable laws and dispute jurisdiction

These Conditions of Use shall be interpreted and enforced according to the laws of Hong Kong. (Unless otherwise provided in the Service Terms)

Any and all disputes arising out of the Conditions of Use shall be amicably resolved by both Parties. Both parties agree to submit the dispute which cannot be amicably settled to arbitration. The arbitration shall be submitted to Hong Kong International Arbitration Center in accordance with UNCITRAL Arbitration Rules (“UNCITRAL Rules”) in effect before one arbitrator to be appointed according to the UNCITRAL Rules. The decision and awards of the arbitration shall be final and binding upon the parties hereto. (Unless otherwise provided in the Service Terms)

SITE POLICIES, MODIFICATION AND SEVERABILITY

Please review our other policies posted on this Website. These policies also govern your use of our Services. We reserve the right to make changes to our site, policies,

Service Terms, and the Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.