



Service Policies

MinerVa

Service Policies

Accountable Owner:	Marc Ma MinerVa	Responsible Author:	Tomas Li Service Manager
Publish Date:	5-Jan-22	Required Review Date:	TBD
Effective Date:	1-Apr-22	Revision:	2.0
Risk Rank:	High	CRITICAL:	CRITICAL
Applicability:			

Revision history

Vision	Revised Date	Description	Approved by
0.1	2022-01-03	Initial Document Creation	Service Manager
1.0	2022-01-05	Publish Document	Service Manager
1.1	2022-03-01	Review Document for updates reflecting the shipping and other status	Service and Logistic
1.2	2022-03-18	Editorial work	Service and Logistic
2.0	2022-04-01	Formal Approval by Senior Management	Senior Management

Service Terms and Conditions

Please read this Service Policy (this “Policy”) carefully. By agreeing to this policy, it means that the party requesting the service (“Customer”) have completely read, understood and are voluntarily bound by this Policy. MinerVa Semiconductor Corporation (“MinerVa”) reserve the right to amend this Policy at any time to the maximum extent permitted by the applicable law. If you do not agree with the revised terms, you should not purchase our Products or stop using MinerVa Services.

Consumer law: for consumers who are covered by consumer protection laws or regulations in their country of residence, the benefits conferred by this policy are in addition to all rights and remedies conveyed by such consumer protection laws and regulations and you should consult the citizens advice service in your country of residence for further information on these rights.

1. Definition

Unless otherwise defined, the following terms used in this Policy shall have the following meanings:

- 1.1 “Customer” means natural person, legal entity or other organization that purchases Products or Service.
- 1.2 “Product(s)” refer to products provided by MinerVa including, but not limited to, specialty servers, power supply units (PSU), etc.
- 1.3 “Service” refers to inspection, maintenance, and repair service provided by MinerVa for Products purchased by Customers. Service is categorized into Service within the warranty and Service outside of the warranty. Depending on the types of product failure, MinerVa may choose different resolutions, including repair, replacement, etc.
- 1.4 “Warranty Period” starting from the date of purchase, MinerVa provide a 180 days of manufacture warranty period, and an additional 180 days of warranty period may be provided by distributor, please contact your distributor for details.
- 1.5 “DOA” means the request for Service of the Product within 7 calendar days from the date of delivery.
- 1.6 “Replacement Product” or “replacement product” means the Product of the same type or specifications provided to replace the defective Product or Product of the same brand with processing rates no less than that of the defective Product. Replacement Product may not be a new Product. The warranty period of the Replacement Product will be the remaining warranty

period of the original Product calculated from the date of purchase of the original Product, except when the warranty is voided in accordance with the terms and conditions of this Policy.

1.7 “EOS” means end of Service.

2. Request for Service

2.1 If the Product purchased is found to be defective, please contact MinerVa support team for a repair ticket (“Repair Ticket”) at Support@MinerVaSC.com.

2.2 The customer acknowledges and agrees that if the Product do not meet the requirements to be serviced free of charge, a service fees will be charged. Otherwise, please do not purchase MinerVa Product or Service, or do not contact MinerVa for a Repair Ticket.

2.3 Any changes for tracking information shall be updated within 7 days of the Repair Ticket Creation date. The Product shall arrive at MinerVa service location within 15 days of Repair Ticket Creation date. Any costs and risks of loss of, or damage to, the Product associated to the failure of updating tracking information or deliver the Product within the above-stated time shall be borne to the customer.

2.4 The information provided in the Repair Ticket (including, but not limited to, product type, quantity, tracking number, contact information and delivery address) must be accurate and complete. Otherwise, we have the right to reject the service request and all losses shall be borne to the customer.

2.5 In the case of DOA, please contact MinerVa support team.

3. Shipping for Service

3.1 The customer shall deliver the Product to the service location at their own cost of shipping. Using sea freight to deliver defective Product is not allowed as products are susceptible to moisture damage, and not covered by warranty.

3.2 Before delivering the Product, please backup and delete all personal data, software programs or any other information (collectively, “Data”). During Service, it is possible that the Data will be lost or damaged or a Replacement Product will be sent back. MinerVa shall not take any responsibilities for damage or loss of Data.

3.3 The customer is responsible for preventing damages during transportation, a moisture-proof packaging filled with sufficient cushioning material shall be used for shipping. MinerVa suggests the Product’s original packaging should be used. Failure to properly pack the Products for transportation (including unpacked Product, Product without cushioning, inappropriate

packaging materials, etc.) may void the warranty. Insurance for damage or loss during transportation is recommended. For Warranty repair, the return shipping cost will be provided by MinerVa. For all other repairs, the return shipping cost need to be provided by the customer.

3.4 Under the following circumstances, we have the right to refuse services of the Product:

- a. The Repair Ticket is not created,
- b. The return shipping cost is not provided for repairs outside of warranty,
- c. The Product is damaged during transportation.

MinerVa may continue to provide the Service. However, the customer will be responsible for the cost of shipping and risk of loss of, or damage to, the Product during transportation.

3.5 In the absence of any of the circumstances specified in Section 3.4, a preliminary test will be conducted to confirm the failure mode(s). Due to the Force majeure on the current global supply chain, except the cases listed in Section 4.2 under this Policy, the Product will be repaired after inspection without confirmation from the customer.

3.6 The defective Product or parts will not be returned to the customer. The Replacement Product or parts will be in a good working condition and perform functions substantially similar to the replaced Product or parts. The Replacement Product or replacement parts will be covered in, or the remainder of, the original Product warranty period.

3.7 MinerVa shall have the sole discretion to choose whether to repair or replace the Product or any part thereof.

3.8 For process boards repair, the performance of repaired process boards may differ from the original process boards due to technical reasons.

3.9 For return shipping, please contact MinerVa for the operational shipping insurance.

4. Service Policies

4.1 Service within the warranty

4.1.1 For Product is under warranty and subject to the terms of this Policy, service will be free of charge and will include the cost for return shipping.

4.1.2 The Repair Ticket should be created within the warranty period and delivered to the service location within 15 days from the Repair Ticket Creation date. If the Product does not arrive at the service location within the time, the warranty period will be determined based on the actual arrival date.

4.2 Non-Serviceable Conditions

4.2.1 MinerVa will conduct a preliminary inspection and will not provide repair service under the following circumstances:

- a. Product has been lost before the arrival at the service location,

- b. Product is damaged due to the use of third-party over-frequency software,
 - c. Any Product that is not provided by MinerVa,
 - d. Scratches or other cosmetic damage to the Product surfaces that do not affect the operation of the Product,
 - e. Product meets the condition for scrap, including but not limited to, burned boards, corrosion/oxidation of Products, physical damage to the PCB and components, board via holes blockage, and the use of POE switches, etc.,
 - f. Product has been operated outside of the specified working condition, temperature, and humidity,
 - g. Product and parts that do not have the original barcodes will not be eligible for Service.
 - h. Product model has been issued a notification of EOS, and the period of notification has been expired.
- 4.2.2 If the Product meet the Non- Serviceable Conditions, such Product will be returned to customer at their cost. Further, storage fee (if any) shall also be borne by the customer before Product is returned.
- 4.3 Service outside of the warranty
- 4.3.1 We reserve the right to charge fees for repair Services under the following circumstances:
- a. Product with an expired warranty, including
 - i. the warranty of the Product has expired when the Repair Ticket is created, or
 - ii. the Product does not arrive at the service location within the time period described in Section 4.1.2 of this Policy, and the warranty of the Product has expired when the Product arrives at the service location.
 - b. Voided warranty due to:
 - i. Product damage or failure caused by accident, theft, abuse, and negligence,
 - ii. Product damage or failure caused by improper installation, maintenance, and operation,
 - iii. Product damage or failure caused by the firmware or drivers not authorized by MinerVa,
 - iv. The entire Product, the board, or components of the board are damaged due to improper operation,
 - v. Product damaged by physical interference, including but not limited to, moisture, fire, flood, lightning, transportation, and extreme environment,
 - vi. Product damaged by overvoltage or undervoltage or leakage,
 - vii. Product damaged by significant higher or lower ambient temperature exposure,
 - viii. Product damaged by humidity, oxidation, corrosion and short circuit to the Product, units, or any part thereof,

- ix. Product damage or failure caused by the use of power supply, parts or units not authorized by MinerVa,
 - x. Disassembly or alteration of Product not authorized by MinerVa,
 - xi. Changes on firmware and hardware not authorized by MinerVa,
 - xii. Product damaged by operating systems, software and/or hardware not authorized by MinerVa,
 - xiii. Damage or loss of data due to improper operation,
 - xiv. Product without original barcode or SN label or of which has been altered, damaged, or removed,
 - xv. Any or all of the process boards or control boards in a Product are not the original parts of such Product, or anything preventing MinerVa from determining whether the process boards or control boards are the original parts of such Product,
 - xvi. Product not connected to drainage assemblies (applicable to Products requiring drainage assemblies),
 - xvii. Daily operation wear and tear,
 - xviii. Any other reasons that make it impossible to determine whether the Product is under warranty.
 - xix. Product damage or loss caused by natural disasters, including, but not limited to, floods, fires, earthquakes, tsunamis and lightning strikes, etc.,
- c. Product sent for Service without proper packaging, including unpacked Product, Product without sufficient cushioning material, etc. See section 3.3.
 - d. In the case of process boards repairing, the cost of the replaced parts will be borne by the customer.
- 4.3.2 For Services outside of the warranty, an estimated cost will be provided. The cost will be provided after the repair or replacement, the products will be returned after the cost is paid in full.

4.4 EOS Policy

MinerVa, at sole discretion, shall issue the EOS notification of any Product models. After the period of notification expires, MinerVa shall no longer provide Service for the model either for free or with charge.

5. Fees and Payment

- 5.1 An estimated cost may be provided before Service. However, the exact amount of the service fee shall be determined at the time after Service.
- 5.2 Unless otherwise stated, all Service cost shall be paid within three (3) calendar days after the invoice being issued. The repaired Product will be returned only after the payment is received in

full. The current acceptable payment methods are Bank Draft and Wire transfer. Please contact MinerVa finance team for updated payment information.

- 5.3 If the fee is not received within seven (7) calendar days after the invoice being issued, an additional storage fee will be charged starting at the 8th calendar day. If the service fee is not received within thirty (30) calendar days, a notification will be provided to the customer and the Product will be considered as abandoned. The Product will be disposed in accordance with applicable provisions of law, and, specifically, may be sold to satisfy any outstanding Services cost. MinerVa reserve all legal right to claim the unpaid expenses.
- 5.4 Any Product stored at the service location, due to the failure to create Repair Ticket or any other reasons that is not accepted by MinerVa in writing, a storage fee will be charged starting at the 8th calendar day. If the service fee is not received within thirty (30) calendar days, a notification will be provided to the customer and the Product will be considered as abandoned. The Product will be disposed in accordance with applicable provisions of law, and, specifically, may be sold to satisfy any outstanding Services cost. MinerVa reserve all legal right to claim the unpaid expenses.

6. Returns

- 6.1 Unless otherwise notified, the repaired or replacement product will be delivered according to the shipping information provided on the Repair ticket. In the case of Product returned by delivery, MinerVa will attempt to contact the customer for an alternative mailing address. If no shipping information is provided within thirty (30) days after the original delivery attempt, a notification will be provided to the customer and the Product will be considered as abandoned. The Product will be disposed in accordance with applicable provisions of law, and, specifically, may be sold to satisfy any outstanding Services cost. MinerVa reserve all legal right to claim the unpaid expenses.
- 6.2 The Product will be returned via the carrier selected on the Repair Ticket when possible. If selected carrier is not available, an alternative carrier will be chosen without a written notification. Additional cost may be applicable for deliveries through Air.
- 6.3 For all services, the shipping cost inbound to MinerVa service location will be provided by the customer. MinerVa will provide return shipping as part of the Service within warranty. For services outside of warranty, all shipping cost, including parts shipped for repair work, will be provided by the customer. MinerVa is not responsible for any customs related delays, losses, or charges.
- 6.4 The customer is responsible of shipping the product to MinerVa service location. MinerVa is not responsible for any delays, losses, or charges related to the shipping.

6.5 MinerVa will deliver the repaired or replacement product according to the provided shipping information in the Repair Ticket. MinerVa is not responsible for delays, losses, or charges related to incorrect or incomplete shipping information.

6.6 Once the product is sent for shipping, MinerVa is not responsible for delays, losses, or charges during shipping. And any shipping delays, losses, or charges shall be settled with the carrier.

7. Compliance with Laws and Regulations

7.1 By agreeing to this policy, the customer guarantee that they are (he/she is) a legally established legal person, other entity or a natural person with full legal capacity and ability under the laws of jurisdiction where the customer is located. The customer is eligible and capable of entering into and performing this Policy.

7.2 As the initiator of this Service, the customer guarantee that they have (he/she has) the responsibility to send the request with accurate, complete and legal information and to bear the loss and risk without the same. MinerVa shall only proceed according to customer's request and would not bear any liability arising from the request.

7.3 The customer guarantee that they (he/she) shall comply with any operation rules and regulations issued by MinerVa and you shall not use other's name to initiate any service. The customer shall not take part in any illegal activities by using information provided by MinerVa, including but not limited to fraud, money-laundering, etc.

7.4 The customer guarantee that they are (he/she is) not listed in the "Entity List", "Denied Persons List" or "SDN List" published by the applicable United States government agencies, nor directly or indirectly belonging to or controlled by any of the subjects in the above lists, nor subject to any import and export controls, sanctions or restrictions imposed by the United States, the European Union or its member states. The customer guarantee that all information provided to MinerVa is true, accurate, complete, and not misleading.

7.5 The customer may not use or otherwise export or re-export the Products serviced except as authorized by the laws of the jurisdiction in which the Products were obtained. In particular, but without limitation, the Products may not be exported or re-exported in violation of export laws, including if applicable, export or re-export into any US-embargoed countries or to anyone on the US Treasury Department's list of Specially Designated Nationals or the US Department of Commerce Denied Person's List or Entity List. The customer represent that they are (he/she is) not located in any country or on any list where the provision of Product to you would violate the applicable law. The customer also agree that they (he/she) will not use Products for any purposes prohibited by the applicable law.

7.6 The customer guarantee that the Products under this Policy are intended for civilian use only and may not be exported, re-exported or transferred to

- a. any entity for military use,
 - b. any person or subject listed by the United States Government on the Entity List, Denial of Persons List, or Specially Designated Nationals List,
 - c. any end user involved in WMD-related activities. WMD-related activities include, but are not limited to, the following,
 - i. design, development, production or use of nuclear materials, facilities or nuclear weapons,
 - ii. Design, develop, produce or use missiles, or support missile programs,
 - iii. The design, development, production or use of biological and chemical weapons.
- 7.7 The customer guarantee that they (he/she) shall fully comply with all applicable laws and regulations regarding cryptocurrency-related businesses, including but not limited to laws and regulations regarding cryptocurrency transactions, cryptocurrency mining businesses and cryptocurrency technology services when using Products or Services. The customer shall not take any action that would cause MinerVa to be in violation of any aforementioned applicable laws or regulations. MinerVa shall not assume any responsibility for any loss or damage arising from any violation by the customer of the aforementioned applicable laws or regulations and the customer shall be fully and exclusively liable for and shall defend, fully indemnify and hold harmless MinerVa from and against any and all claims, demands, actions, costs or proceedings brought or instituted against MinerVa arising out of or in connection with any violation by the customer of any aforementioned applicable laws or regulations in relation to cryptocurrency-related businesses.

8. Liability

- 8.1 MinerVa do not guarantee that the Data will not get lost during the Services. It is the customer's responsibility to back up any Data before sending in the Product for Services. MinerVa will not be responsible for loss, recovery, or compromise of Data, programs or loss of use of equipment arising out of the Services. The customer represent that the Product does not contain illegal files or data.
- 8.2 The completion of the service varies on the extent of damage to the Product, and MinerVa does not guarantee in any form.
- 8.3 To the extent permitted by law, the express warranties, conditions and remedies set out in this policy are exclusive and in lieu of all other warranties, conditions, terms, undertakings, obligations and representations, whether oral or written, statutory, express or implied. to the extent permitted by law, MinerVa specifically disclaims and excludes any and all statutory and implied warranties, conditions, terms, undertakings, obligations and representations related to or arising in any way out of this policy, including any implied warranty or condition of merchantability, satisfactory quality, care, skill or fitness for a particular purpose.

8.4 As a consumer, the customer may have certain additional rights with regard to services and products provided under this policy. please refer to the local consumer authority for more information about the rights. If not covered by these rights, MinerVa does not accept liability beyond the remedies set forth herein, including but not limited to any liability for product not being available for use, lost profits, loss of business or for lost, corrupted, or compromised data or software, or the provision of services. Except as expressly provided herein, MinerVa will not be liable for any consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party. The customer agrees that for any liability related to the purchase of product, MinerVa is not liable or responsible for any amount of damages above the amount of the order. MinerVa does not assume the liability arising from the negligent use of our product, causing personal injury, death an/or fraud.

8.5 Upon the expiration of the EOS notification period of a certain Product model, MinerVa shall be exempted from any liabilities arising from or in connection with the malfunction of the certain Product model caused by any and all reasons.

9. Receive Notifications

9.1 By agreeing this policy, the customer agrees that the contact information provided (including email address, phone number, mailing address, etc.) can be used for receiving notifications from MinerVa.

9.2 The notification may be containing important updates related to the customer's benefit and/or obligations.

9.3 The notification date shall be deemed as:

- d. the time that the notification posted on MinerVa's website.
- e. the time an E-mail messages successfully delivered to the email address provided.
- f. the time a notice is successfully delivered through a social communication software.
- g. the time a written notice is successfully delivered through express mail service on the fifth calendar day starting from the date of posting.
- h. If the notification is made by more than one means, the time shall be deemed by the earliest attempt date.

10. Compliance

10.1 MinerVa will fully comply to any regulatory requirements from judicial authorities, supervision authorities, or third-party payment agencies. In the case of such investigation, the customer's information will be provided to the regulatory agencies, and the customer maybe contacted for any further information.

10.2 MinerVa will fully comply to the anti-money laundering laws and regulations and regulatory requirements. In the case of such investigation, the customer's information will be provided to the regulatory agencies, and the customer maybe contacted for any further information.

11. Termination

11.1 MinerVa will terminate any access to services if the customer is suspected to violates any applicable laws, this Policy or other terms (as defined in "Compliance " under this Policy) or causing damages to other customers, affiliates, including but not limited to fraud, theft or misrepresentation of other's account, theft or counterfeiting of personal and/or finical information.

11.2 When termination occurred in section 11.1, the customer will be responsible for any loss of MinVa, its affiliates, and third parties (including direct economic losses, loss of goodwill and indirect economic losses such as fines, compensation, settlement fees, attorney's fees and legal costs paid to external parties).

12. Force Majeure

"Force Majeure" refers to all events occurring after the execution of this Policy, which cannot be foreseen at the time of execution, whose occurrence and consequences are unavoidable or insurmountable, and which prevent either party from performing this Agreement in whole or in part. These events include earthquake, typhoon, flood, fire, war, riot, civil unrest, epidemic or government behavior (including but not limited to government embargo of hardware, software, technology related to the Product or Service, etc.), international or domestic transportation interruption, and other events deemed as force majeure under applicable law or general international business practices. Lack of funds by either party shall not be an event of force majeure.

After the occurrence of a force majeure event :(1) The party affected by the force majeure event shall not be deemed to be in breach of this Policy if it suspends its performance of this Policy within the period of delay caused by the force majeure event, and shall not be liable for the delay or failure to perform its obligations under this Policy caused by the force majeure event; (2) The party affected by the force majeure event shall immediately notify the other party in order to mitigate the loss that may be caused to the other party, and shall provide proof of the occurrence and estimated duration of the force majeure event within 15 working days after the occurrence of the force majeure event; (3) The liability for delay of monetary debts shall not be discharged due to force majeure.

13. Miscellaneous

13.1 Please contact MinerVa service department for the contents not specified in this Policy.

- 13.2 MinerVa reserve the right of change the cost and other conditions for service, please contact MinerVa service department for most updated information.
- 13.3 The laws of Alberta, Canada, without regard to principles of conflict of laws, will govern this Policy and any dispute of any sort that might arise.
- 13.4 Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination hereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement shall be referred to and finally resolved by arbitration administered by the law of Alberta, Canada. The arbitral proceeding shall be conducted in the languages of English. The decision and awards of the arbitration shall be final and binding upon the parties hereto.
- 13.5 Should the customer in any manner have violated or threatened to violate MinerVa's, its affiliate's, subsidiary's, or its associates' intellectual property rights, MinerVa may seek injunctive or other appropriate relief in any court or arbitration center of our choice. The customer consent to exclusive jurisdiction and venue in such courts or arbitration center.
- 13.6 If any of the aforementioned terms are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such term shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of the term, so that the terms shall remain in full force and effect.
- 13.7 Compliance with Relevant Terms: the customer shall also follow the terms and conditions provided by our business partners. When the customer using such services, the customer shall also follow the rules, terms and agreements provided by these business partners concerning the specific service (collectively, "Other Applicable Terms").