



Terms and Conditions

January 12, 2018

We at VME Consulting ("VME") are committed to providing our customers with a world-class consulting and shopping experience. You can find information regarding business policies and services below. To contact us directly, feel free to call or email us and we will be glad to help.

ADVISORY AND REPORTING

VME offers advisory services related to Blockchain, Cryptocurrency, and the various exchanges that provide for crypto-asset acquisition and sale. VME occasionally, and upon request, provides information, research and guidance to clients in order to allow them to make better decisions related to Blockchain, Cryptocurrency, and exchange use. VME is not a financial advisory, and any and all recommendations or advice is accepted with the understanding that Blockchain and Cryptocurrency are volatile and new fields. VME accepts no responsibility for any financial losses related to our advisory or reporting services. VME does not offer tax advice, but may express solutions that other clients arrived at. VME in no way accepts responsibility for any tax decisions made by clients, and advises that all clients or readers consult with a qualified tax attorney or CPA. Reports and Advisory is presented using the best information available to VME at the time of drafting. VME accepts no responsibility for information which was not apparent, published, or made known to us. VME Consulting works diligently to source the most reliable information and frequently rumors and hear-say are not reflected in our reports.

PAYMENTS AND INVOICING

VME provides invoices for work performed, merchandise, and expenses. Invoices must be paid promptly and as agreed. VME accepts various forms of payment, and the payment requirement will be listed on your invoice. All invoices are billed in USD, any Crypto Currency payments will have a locked exchange value, as listed on the invoice, at the time the invoice is sent. Any and all refunds will be made in USD, via cashier's check. This is due to volatile nature of Crypto Currency, and potential for abuse of our refund policy. Clients and customers agree to indemnify VME against any losses resulting from purchasing Crypto Currency to pay a balance, or from any losses related to refund in USD. USD is recognized as the legal tender in the state of New Hampshire, where VME conducts business and maintains headquarters.

EQUIPMENT VERIFICATION SERVICES

VME is not an escrow service. VME functions as a neutral 3rd party to assist in transactions and ensure that both buyer and seller adhere to the terms of their mutual agreement, as illustrated in the invoice that is provided to us when the verification process begins. In the verification process, the decisions made by VME are binding, subject to the terms that were signed by buyer and seller at the time verification was requested, and final. During the verification process, VME does not serve as a "buyer" or "seller". All legal arguments and complaints between "buyer" and "seller" shall remain between those parties and VME shall be indemnified against any action.



RETURNS

Subject to the terms contained in this agreement, our return policy lasts 30 days from delivery. If less than 30 days have gone by since you received your eligible product, you may request a return. If more than 30 days have gone by since you have received your product you, are no longer eligible to request a return.

EQUIPMENT ACQUISITION

VME is not a reseller of equipment. VME offers acquisition services which include:

1. Equipment location and price negotiations
2. Due diligence and product availability verification
3. Buyer/Seller anonymity
4. Payment facilitation

VME makes no price guarantees for any equipment acquisition involvement. Prices are subject to industry changes, and those changes can happen rapidly in the blockchain/crypto currency miner space. VME makes no guarantees that equipment prices will remain stable. New mining equipment can be released by manufacturers at any time and without notice, lower prices listed by manufacturers after a transaction has occurred is not grounds for order cancellation. VME presents prices as listed by individual sellers and does guarantee price-locks by those parties.

PRODUCTS ELIGIBLE FOR RETURN

1. VME Branded Merchandise (excluding items exempt from return): Must be in their original condition with no signs of wear, damage, dinging, or scrapping. The returned product must include all original packaging, manuals, warranties, accessories, etc. (if applicable).
2. Un-opened (seal packaging seal in-tact) cryptocurrency mining equipment are eligible for return provided:
 1. There is no damage to the packaging; and
 2. Labels are in the same state that they were in when received.

PRODUCTS THAT ARE EXEMPT FROM RETURN

The following products are non-refundable:

- Food or Beverage Containers
- Power Supplies
- Pre-configured cryptocurrency mining equipment
- Personalized Products that have inscriptions
- Gift Cards
- Blemish equipment (instruments with cosmetic faults)
- Custom Mining Equipment (described in greater detail below)
- Refurbished mining equipment (mining equipment that was returned for repair and resale)
- Upgrades or modifications to orders already in production

CUSTOM MINING EQUIPMENT

Because each order is custom made specifically for you, we cannot offer full refunds on any custom-made items after they are placed. The initial deposit, partial payments, shipping insurance, and cost of labor and production required to build the instrument are non-

refundable. In addition, if we have already started work on your custom instrument, you will be assessed an additional cancellation fee of \$250. Please contact us directly if you need to cancel your custom order.

Delivery times listed on our website, via email, message, or by phone are estimates only and must be extended for a period equal to the time lost by reason of any of the Excusable Delays, as defined below. Please keep in mind that we individually hand craft each custom order. VME is not liable or responsible for delay or failure to perform and make delivery of your product occasioned by: (i) any cause beyond its reasonable control, including production delays and backlogs, unforeseen custom order complications, labor dispute, industry disturbance, fires, unusually severe weather conditions, earthquakes, floods, declared or undeclared war, epidemics, computer malfunctions, civil unrest, riots, lack of supplies, delays in transportation, delays in vendor fulfillment, government, regulatory or legal action, act of God, or (ii) by acts or omissions of customer, including customer's failure to promptly comply with the terms of payment or the terms contained in this agreement ("Excusable Delays"). Delays in production and shipping are not a basis for canceling your order. We will make every effort to ensure that your order arrives to you as soon as possible. Under no circumstances will we be responsible for any consequential, indirect, special, punitive, or enhanced compensatory damages for any reason including from order completion or shipping delays.

Please note that the appearance of any equipment may vary with respect to color and industrial design compared to samples or that pictured on our website, message, or email.

COMMUNICATION

Some custom builds require ongoing communications with you in order to finalize certain features of your order. The customer is responsible for keeping his or her current contact information on file and to notify us of any changes. If our staff should try to contact you using the contact information provided and 14 days pass without a response, we reserve the right to stop work and cancel your order. At such time and at your expense, we will contact you to determine a mailing address to ship your uncompleted equipment, provided that there are no past-due balances. If you do not provide a mailing address within 7 days to our request or reject shipment of your order, we will deem the order to be abandoned property. In the event an order is abandoned, we may, at our sole discretion, sell, scrap, donate, dispose, or otherwise liquidate the property as we deem fit without incurring any liability. Any proceeds realized through the resale of the order shall not be credited to the customer.

For order related inquiries, the customer must contact VME by phone, email, or the website's contact form, linked below. VME will not recognize unofficial forms of communication through social media such as Facebook or Twitter.

In the event that the build of the custom equipment is halted as a result of delayed customer communications, we may, at our sole discretion, assess a storage fee of 1.2% the total purchase price of the order for each calendar day. Payment of storage fees will not be deemed a credit towards the outstanding balance of your custom instrument. We reserve the right to collect any unpaid storage fees or balances owed on the instrument, plus reasonable attorney fees and any other costs or expenses incurred while enforcing this agreement.

Furthermore, in the event that a customer expresses insecurity as to whether to cancel his or her custom order, VME may place the customer's order on hold, take the order out of production, and/or place the order into storage. Under such circumstances, VME will attempt to reach out by phone or email using the customer's contact information on file and ask for assurances that the customer wishes to continue the order. In absence of an affirmative response within 3 business days assuring us that the customer wants to proceed with the order, VME will conclusively deem the customer's silence as the affirmative assent by the customer to cancel the order, and the customer's order will be canceled accordingly.

SHIPPING

All returns require our prior authorization. Please contact us by email or phone for step-by-step return instructions. Any returns that are sent to us without prior authorization will be rejected and shipped back to you at your expense.

After contacting us, please mail your product to:

VME Consulting
Attn: Returns/Exchanges
55 Ponemah Rd.
Ste. 4
Amherst, NH 03031
United States

You will be responsible for paying all shipping costs related to your item. All shipping costs are non-refundable, including any shipping insurance, and any payments of shipping costs will not be credited towards the outstanding balance of your custom order. If you receive a refund, the cost of shipping will be deducted from your refund. All returns must be sent using a track-able label. We are not responsible for any loss or damage incurred during shipping.

DAMAGED GOODS

To complete a return for damaged items, you must email photographs of the instrument and any damage sustained, as well as photographs of the return packaging prior to shipping it back to us.

Each order that is returned will be inspected for damage before being approved. For items that are defective based on our error, we will issue you a full refund less return shipping costs. For items damaged after leaving our facilities, your instrument will have a reduced refund value. This value is assessed based on the specific details of the damage. We will notify you of any reduced refund value before any return is approved. If the order is found to have been damaged and a reduced refund value has been assigned that you do not agree with, the order may be returned to you at your expense. You will be invoiced for the return shipping before the order is shipped back to you. If the return shipping is not paid within 90 days of notice or the client does not respond or reply to requests made by us in that time-frame, we will deem the order to have been abandoned.

REFUNDS (IF APPLICABLE)

Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund or if any partial refund is warranted. If you are approved, then your refund will be processed, and a cashier's check will be issued and mailed to you for the USD value of the refund, within 10 business days. If you have not received a refund after this period, first contact the shipping carrier with the tracking number we have provided. It may take some time after your refund is issued before it is received due to any service outages with the shipping carrier used. If you have checked with your respective provider and have still not received your refund, please contact us at: <http://vodela.com/contact>

We want all customers to buy from VME with confidence and we want to bring great service and value to our customers. However, the Company reserves the right to reject or deny refunds to customers who clearly misuse or abuse our return policy.

EXCHANGES (IF APPLICABLE)

Exchanges are available on most clothing and hats. Please contact us and we will be happy to assist you.

LIMITED WARRANTY

For all mining, network, power, cooling, and hardware related equipment, we offer no additional warranty beyond the original manufacturer's warranty.

We warrant that VME-branded products will meet the specifications. THE FOREGOING NOTWITHSTANDING, VME IS NOT LIABLE FOR NORMAL MANUFACTURING DEFECTS OR FOR CUSTOMARY VARIATIONS FROM QUANTITIES OR SPECIFICATIONS. UNLESS EXPRESSLY STATED, VME DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO VME PRODUCTS, INCLUDING ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER. At our sole discretion, VME may replace, repair, or refund merchandise, but such act shall not constitute a waiver of the warranties disclaimed in the preceding sentence. Replacement time may vary depending on inventory availability or shipping destination. Our warranty is extended to

the original purchaser only and may not be transferred or assigned to subsequent owners. IN NO EVENT IS VME RESPONSIBLE TO CUSTOMER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ALL DIRECT AND INDIRECT LOST PROFITS, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE.

This warranty does not apply to: (1) products manufactured by a third party; (2) electrical damage (3) damage caused by use with a third party component or product; (4) damage caused by accident, abuse, misuse, fire, liquid contact, or other external cause; (5) damage caused by service performed by any third party; (6) any product that has been modified or altered; (7) defects caused by normal wear and tear; (8) damage caused by improper storage or handling; (9) damage occurring after the delivery of the product; (10) defects not reported to VME within 30-days after delivery; or (11) if such defect should have been discovered by customer in customer's inspection and it is not reported within ten days after the product's arrival at the destination.

All warranties provided in this agreement must be registered within 14 days of delivery by the original purchaser. Return of a legible copy of the warranty registration along with proof of purchase is a condition precedent to any warranty coverage.

LITIGATION COSTS AND EXPENSES

If any party institutes any legal suit, action, or proceeding against the other party in any way relating to a transaction through, by or with VME Consulting or any of its affiliates, including contract, equity, tort, fraud, and statutory claims, the prevailing party is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting the suit, action, or proceeding, including attorneys' fees and expenses, court costs, and any storage expenses for instrument(s) stored during the pendency of any action or proceeding, even if not recoverable by law including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings.

In the event an order is the subject of litigation, dispute, or possible cancellation, the customer's order will be taken out of production and placed into storage. Upon the resolution of the matter, if production shall continue on the order, the order will be added back to the current production queue.

REPAIRS

If you have a repair issue, a simple phone call to us can offer honest, clear-cut solutions. We evaluate each situation on an individual basis and offer reliable time and cost estimates to give you a benchmark for your order's needs. Once received, a more formal evaluation takes place and a detailed quote is prepared. No work is started before all costs are approved by you. When the work is completed, we contact you for payment, and arrangements are made to put the order back in your hands.

The customer is responsible for all shipping costs related to equipment repair. Equipment repairs, modifications, alterations, or upgrades performed by any third party who is not an official representative of VME or a certified VME repair specialist shall void the limited warranty provided in this Agreement. If no local VME certified repair person is available, Customer must contact VME to make arrangements to return the equipment to VME for repair.

AUTHORIZED DEALERS

We will not accept returns on products that were purchased through an authorized dealer, or products that have changed ownership since the initial sale. If you fall into this category, please contact the party you purchased from. We have programs in place to work with dealers should you need to return your product to the place that you purchased it.

If you purchased the equipment from an authorized dealer who is no longer in business, we will do our best to assist you. At our discretion, we may be able to help you resell the equipment on a consignment basis, or repair the equipment prior to a resale. We will need copies of your receipts and we will compare them to our records of the equipment transaction.

GOVERNING LAW

This agreement shall be governed, interpreted, or construed in accordance with the laws of the State of New Hampshire. The Parties agree that any legal proceeding involving a dispute between VME and the customer concerning any aspect of this agreement or the

orders placed under it shall be brought and viewed solely in a State court located within the State of New Hampshire or the United States District Court for the District of New Hampshire.

Looking to protect a mining equipment purchase?

[LEARN ABOUT OUR VERIFICATION PROGRAM](#)