

Terms of Service

Bitkub Chain ("**Bitkub Chain**") is a blockchain infrastructure provided by Bitkub Blockchain Technology Co., Ltd. ("**Bitkub**" or the "**Company**" or "**us**" or "**we**" or "**our**"). The purpose of Bitkub Chain is to provide the Services (as defined below) to a developer community and the User, and to serve as a transparency platform to interact with decentralized applications and/or digital assets. You (hereinafter referred to as "**you**", "**your**", the "**Developer**" or the "**User**") may use Bitkub Chain in order to create, develop and/or deploy your Project and the Smart Contract.

We have established these Terms of Service ("**TOS**") to set out the terms and conditions that govern your use of Bitkub Chain. For use of the Services or clicking a button to accept or agree to these TOS, it is deemed that you (1) legally accept and agree to this TOS including any additional terms, rules and conditions of participation issued and/or amended by Bitkub from time to time and (2) consent to the collection, use, disclose and other handling of information as described in our Privacy Notice (available [here](#)); and (3) you have carefully read all of terms and conditions in this TOS including its Appendix hereof. If you do not agree to this TOS, you may not access or use Bitkub Chain. In addition, when using some features of Bitkub Chain, you may be subject to specific additional terms and conditions applicable to those features, which shall be deemed that you have automatically accepted such additional terms and conditions with the use of such features.

1. General Definitions

- 1.1.** "**Account**" shall have the meaning as specified in Clause 2.1.2.
- 1.2.** "**Admin Transfer Function**" shall mean a feature that is designed for safeguarding the token holders in fraud case or any other cases as set out in Bitkub's internal policy by creating transactions automatically on behalf of the token holders in order to help the token holder to retrieve the token created under KAP-20 from malicious transaction or any incident occurred in accordance with internal policy of Bitkub (such as court order/enforcement).
- 1.3.** "**Applicable Law**" means all legally binding laws, statutes, regulations, subordinate legislation, by-laws, orders and decrees of any governmental authority, and any judgments, decisions and injunctions of any court or tribunal, in each case having jurisdiction over the matter in question.
- 1.4.** "**Bitkub Chain Developer Console**" means a software development kit for Bitkub Chain created by Bitkub.
- 1.5.** "**Bitkub Chain Services**" or "**Services**" refers to various services provided to you by the Bitkub Chain that are based on blockchain technologies offered via Bitkub Chain websites and application including but not limited to Bitkub Chain Faucet, Bitkub Chain Bridge, Bitkub Wallet OTP Verification, BKC Oracle, Bitkub Chain Layer-2, Bitkub Chain Developer Console and PoSA Redemption as specified in

Clause 3 (Bitkub Chain Services) and any other services provided by us on the Bitkub Chain from time to time.

- 1.6. **“Bitkub Chain Token”** means any of the Digital Asset (as defined below) that shall be created, developed and/or deployed compatible to Bitkub Chain.
- 1.7. **“Bitkub NEXT”** means the decentralized wallet service operated by Bitkub. n
- 1.8. **“Bitkub NFT”** shall mean a platform operated by Bitkub that the user can sell (primary market), buy (primary market), exchange (primary market), display, auction and mint NFT.
- 1.9. **“BKCTestToken”** or **“tKUB”** means a utility token coin that was created and developed by Bitkub for usage in the testnet on Bitkub Chain.
- 1.10. **“Conditional Use”** shall mean the activities as specified in Appendix 1.
- 1.11. **“Confidential Information”** means and will include: (i) any information, materials or knowledge regarding each party and its businesses, financial conditions, products, customers (in particular all of the personal data of the customers that are required to for the Know-Your-Customer “KYC” or Know-Your-Business “KYB” check, technologies or research and development that is disclosed to another party or to which the party has access in connection with performing the obligations under this TOS or Term of Official and Verified Project which is an integral part of this TOS and (ii) any other information that have been instructed explicitly by the party to be confidential. The Confidential Information will not include, however, (i) any information that is or becomes part of the public domain through no fault of the party; or (ii) any information that comes into the party’s possession by the third party without restrictions on use or disclosure.
- 1.12. **“Digital Asset”** shall include but not limited to cryptocurrencies, digital tokens, Non-Fungible Tokens (NFTs) and also any other digital assets that fall within the definition of digital assets as be/to be set out by the SEC (defined below) and/or under the Applicable Law.
- 1.13. **“Dropzone”** shall mean a decentralized application created and operated by Bitkub on Bitkub Chain. Dropzone is an exclusive project airdrop platform aiming to support Bitkub Chain ecosystem and airdrop rewards to all Bitkub NEXT users.
- 1.14. **“KAP-20”** means the name of the technical standard for fungible tokens created on Bitkub Chain.

- 1.15. **“KAP-721”** means the name of the technical standard for the NFT created on Bitkub Chain.
- 1.16. **“KUB”** means Bitkub Coin which is a native coin of Bitkub Chain and the utility token under the definition set out by the SEC. Bitkub Coin is created and developed by Bitkub.
- 1.17. **“Losses”** means all costs, losses, liabilities, damages, claims, demands, proceedings, expenses, penalties and legal and other professional fees, including any direct or indirect consequential losses, loss of profit and loss of reputation including but not limited to any cause of actions initiated by any third party.
- 1.18. **“Metamask”** means a software Digital Asset wallet developed by ConsenSys Software Inc and created on the Ethereum Blockchain (the name of technical standard is ERC-20) which is used to interact with transactions of various blockchains including but not limited to the decentralized applications.
- 1.19. **“Non-Fungible Token (NFT)”** means Non-Fungible Token which is the unique cryptographic token that exists on the blockchain with unique identification codes that distinguishes and represents individuals’ identities, properties, rights and others.
- 1.20. **“Official Project”** shall have the meaning as specified in Clause 3.2 (1).
- 1.21. **“PINs”** means the electronic personal identification numbers set out by the User in order to use the Services under this TOS.
- 1.22. **“Prohibited Business”** shall mean the activities as specified in Appendix 1.
- 1.23. **“Prohibited Use”** shall mean the activities as specified in Appendix 1.
- 1.24. **“Project”** shall mean the application, the project or the Smart Contract on Bitkub Chain that is created, developed and/or deployed by the Developer.
- 1.25. **“Registered Project”** shall have the mention as specified in Clause 3.2 (3).
- 1.26. **“Revenue”** means the income generated by the Project which is created by the Developer.
- 1.27. **“Testnet RPC”** means a testnet for Remote Procedure Call or RPC node which is a type of computer server that allows users to read data on the blockchain and send transactions to different networks.

- 1.28. **“User”** shall mean any person, juristic person, institution or organization who accesses or uses Bitkub Chain and/or any part of the Website.
- 1.29. **“Validator Node”** means any person who is qualified under the criteria set out by Bitkub to be the validator on Bitkub Chain for verifying transactions on Bitkub Chain which shall obtain the reward pursuant to the criteria set out by Bitkub and the Smart Contract.
- 1.30. **“Verified Project”** shall have the meaning as specified in Clause 3.2 (2).
- 1.31. **“Website”** shall mean the website relating to Bitkub Chain Developers with the address <https://developers.bitkubchain.com/> created by Bitkub.
- 1.32. **“Wrapped KUB”** or **“KKUB”** mean the token which represents KUB locked in the Smart Contract (in the ratio of 1 KUB :1 KKUB/ 1 Wrapped KUB) and shall be used as a medium to perform transaction on Bitkub NEXT and Bitkub Chain.
- 1.33. **“SEC”** means the Office of the Securities and Exchange Commission of Thailand.
- 1.34. **“Smart Contract”** means an immutable protocol or set of computer programs that follows pre-defined rules to enforce or self-executed agreed-upon obligations automatically and without the involvement of third parties.

2. Registration of an account

2.1. Create and Identify an account

2.1.1. Our User

- **Individual User:** our User who are individual.
- **Organization User:** juristic persons and legal representatives of juristic persons or any person who is authorized agent of the **Organization User.**

2.1.2. The User shall create an account to use our Services and connect the User’s Metamask wallet or any other wallet that may be notified by Bitkub in the future. The registration process for an account shall be provided with all the relevant supporting information/documents required (**“Account”**), samples are as follows:

Individual User

Information	Samples
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Personal Details	<ul style="list-style-type: none"> - First name - Last name - Date of birth - Identification number/ passport number
Contact Information	<ul style="list-style-type: none"> - Email address - Phone number - Address
Verification details	<ul style="list-style-type: none"> - A copy of Identification card or passport - Signature verification
Others	<ul style="list-style-type: none"> - Evidence of contact or communication with us - Any other documents that shall be requested by us

Organization User

Information	Samples
Corporate Details	<ul style="list-style-type: none"> - Detail of company - Company address - Registered country - Company registered name
Contact person information	<ul style="list-style-type: none"> - Full name - Phone number - Email address
Verification details	<ul style="list-style-type: none"> - Company affidavit/Certificate of incorporation - List of shareholders - Power of attorney (Optional) - A copy of identification card or passport - Signature verification - Company seal
Others	<ul style="list-style-type: none"> - Evidence of contact or communication with us - Any other documents that shall be requested by us

Project Registration

Information	Samples
Project Details	<ul style="list-style-type: none"> - Project name (English is required, Thai is optional) - Project description (English is required, Thai is optional) - Project image (icon for app directory)

	<ul style="list-style-type: none"> - Project screenshot (detail page) - Project category - Project website and social media or online community URL - Smart Contract validation - Smart Contract address
Developer Information	<ul style="list-style-type: none"> - Developers name
Others	<ul style="list-style-type: none"> - Evidence of contact or communication with us - Any other documents that shall be requested by us

Project Verification

Information	Samples
Project Details	<ul style="list-style-type: none"> - Project name (English is required, Thai is optional) - Project description (English is required, Thai is optional) - Project image (icon for app directory) - Project screenshot (detail page) - Project category - Project website and social media or online community URL
Developer Information	<ul style="list-style-type: none"> - Developers name
Member Information	<ul style="list-style-type: none"> - Team name
Business Information	<ul style="list-style-type: none"> - Business detail - Project authoritative document (whitepaper)
Technical Information	<ul style="list-style-type: none"> - Smart Contract criteria - Smart Contract address - Document penetration testing - Document security testing (optional)
Fee of Charge	<ul style="list-style-type: none"> - Wallet address
Others	<ul style="list-style-type: none"> - Evidence of contact or communication with us - Any other documents that shall be requested by us

Project Official

Information	Samples
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Project Details	<ul style="list-style-type: none"> - Project name (English is required, Thai is optional) - Project description (English is required, Thai is optional) - Project image (icon for app directory) - Project screenshot (detail page) - Project category - Project website and social media or online community URL
Developer Information	<ul style="list-style-type: none"> - Developers name
Member Information	<ul style="list-style-type: none"> - Team name
Business Information	<ul style="list-style-type: none"> - Business detail - Project authoritative document (whitepaper)
Technical Information	<ul style="list-style-type: none"> - Smart Contract criteria - Smart Contract address - Document penetration testing - Document security testing (optional)
Others	<ul style="list-style-type: none"> - Evidence of contact or communication with us - Any other documents that shall be requested by us

2.1.3. For avoidance of doubt, we reserve the right to request for any additional documents apart from the samples as specified in Clause 2.1.2. We reserve the right to suspend or terminate your Account if you provide inaccurate or incomplete information, or if you fail to comply with the Account registration requirement, or these terms and conditions.

2.1.4. You are required to provide Bitkub certain personal information or any information as required. You certify that the information is accurate and authentic, true, correct and not misleading, and you agree to immediately make an update to Bitkub if any information changes. If not, Bitkub reserves the right to refuse or not proceed with any of your transactions that the User initiates from the Account.

2.1.5. You agree to inform and provide information as follows, along with its clarification to Bitkub, SEC or other government agencies with legal authority in order to meet the requirement of such organizations and/or comply with the regulations defined by relevant government authorities:

- (1) Information that is able to identify the true identity of the User and/or the beneficial owner of each transaction made by the User;

(2) Information regarding the User's transaction whether or not such transaction proceeds through Bitkub's Services; or

(3) Any other information as requested by any of the competent authorities or the Applicable Law.

2.2. Usage

2.2.1. The User agrees to be bound by this TOS and the terms and conditions of the Website in all respects.

2.2.2. The User shall use adequate security procedures and shall be responsible for the safeguarding and confidentiality of the PINs, User ID, Application Program Interface (API) and password to prevent any unauthorized person from entering your Account.

2.2.3. The User is solely responsible for any improper use, unauthorized use, loss or compromise of the foregoing information and/or the User's personal information that may result in unauthorized access to the User's Account by a third party.

2.2.4. The User shall be solely responsible for any loss or compromise of the foregoing information and/or the User's personal information due to any improper and unauthorized access by any person including the loss or theft of any Digital Asset held in the User's Metamask wallet.

2.2.5. The User agrees that Bitkub shall have the limitation of liability as specified in Clause 6.4 (Limitation of Liabilities).

2.2.6. The User is solely responsible for keeping the User's email address and contact information up to date in the User's Account profile.

2.2.7. Bitkub does not assume any responsibility in all circumstances for any Losses that the User may sustain due to the compromise of the User's Account, login or credentials.

2.2.8. In the event that the User believes that the User's Account information has been compromised, hacked or damaged, the User must contact Bitkub immediately via email to bitkubchain@bitkub.com or other contact point that Bitkub may announce from time to time. Bitkub reserves the right to not announce the changes in advance, but to continue to disclose it through the Website.

2.2.9. Limited License

- (1) Bitkub hereby grants the User a limited, non-exclusive, non-transferable license, subject to the terms and conditions hereof, to access and use the Website, and related content, materials, information displayed on the Website (collectively, the "**Content**") solely for approved purposes of the use of our defined Services and as permitted by us explicitly. The User is prohibited from using the Content for any purpose other than the ones defined hereunder.
- (2) The User acknowledges and accepts that all the right, title, and interest in the Content, all logos related to the Services or displayed on the Website, all other intellectual property rights (including without limitation copyright, trademarks, registered marks or unregistered) (collectively referred to as the "**IPRs**") is exclusively the property of Bitkub and its licensors. For the avoidance of doubt, our IPRs shall not include any intellectual property rights that any User owns or is entitled to prior to the use of our Services.
- (3) The User agrees that the User shall not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the IPRs, in whole or in part without Bitkub's prior written consent.

2.2.10. Website Accuracy

- (1) Bitkub will be responsible for any information disclosed on the Website and that the User relies on for the use of the Services in case of any technical or publication errors made by Bitkub on such information, provided that, Bitkub does not give any representations or warranties to persuade the User to enter into any transaction and those decisions are solely made by the User.
- (2) Links to third-party materials (including but not limited to websites) may be provided for convenience on the Website but such links are not controlled by Bitkub. The User fully acknowledges and agrees that Bitkub is not responsible or liable for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Website.

2.2.11. Prohibited Use, Prohibited Business and Conditional Use

- (1) In connection with the use of the Services implemented by the User, and the User's interactions with other User and third parties, the User agrees that the User shall not engage in any Prohibited Business, Prohibited Use or Conditional Use defined in Appendix 1.
- (2) Bitkub reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy the Applicable Law, regulation, sanctions programs, legal process or governmental request in relation to the Prohibited Business, Prohibited Use or Conditional Use.
- (3) Bitkub reserves the right and in its own discretion to cancel and/or suspend the User's Account and/or block any transactions or immediately freeze funds without any prior notice, in the case that the User's Account is associated with a Prohibited Business, Prohibited Use or Conditional Use.

2.2.12. Suspension, Termination, and Cancellation

- (1) Bitkub, at Bitkub's sole and final discretion, may: (i) suspend, restrict, or terminate the User's access to any or all of the Services, and/or (ii) deactivate or cancel the User's Account (iii) terminate this TOS in any of the following circumstances:
 - (a) Bitkub is required by a valid subpoena, court order, or binding order of a government authority to do so;
 - (b) Bitkub reasonably suspect the User of using the User's Account in connection with a Prohibited Use, Prohibited Business or Conditional Use;
 - (c) The use of the User's Account is subject to any pending litigation, investigation, or government proceeding;
 - (d) Bitkub assesses the risk of legal or regulatory non-compliance associated with the User's Account activity and the result of such assessment indicates high risk;
 - (e) Any Bitkub's partner who is the service provider are unable to support the User for any use of the Services;

- (f) The User takes any action that Bitkub deems as circumventing Bitkub's controls in any case or any circumstance, including, but not limited to, opening multiple of the User's Accounts or abusing promotions which Bitkub may offer from time to time; or
 - (g) The User fails or breaches, or Bitkub suspects that the User has failed to comply with or breach any of the terms and conditions under this TOS, our policies or instructions that Bitkub notify the User from time to time.
- (2) If Bitkub suspends or terminates the User's Account, terminates the User's use of the Services or terminates this TOS for any reason, Bitkub will provide the User with notice of Bitkub's actions unless the legal process prohibits Bitkub from providing the User with such notice. The User acknowledges that Bitkub's decision to take certain actions as defined in this TOS may be based on confidential criteria that are essential to Bitkub's risk management and security protocols. The User agrees that Bitkub does not have any obligation to disclose the details of its risk management and security procedures to the User in any manner.
 - (3) If Bitkub suspends or closes the User's Account, terminates the User's use of the Services or terminates this TOS for any reason, Bitkub reserves the right to require the User to complete the verification procedures before removing your account.
 - (4) The User may terminate the User's Account at any time by requesting a removal from the website by contacting bitkubchain@bitkub.com. When the User contacts Bitkub please provide Bitkub with all relevant information Bitkub may need to identify the User.
 - (5) The User authorizes us to cancel or suspend any pending transactions at the time of termination of your Account.

2.2.13. Privacy of Others

- (1) If the User receives information about another User through the Services, the User shall keep such information in strict confidence and shall only use it in connection with the Services.
- (2) The User shall not disclose or distribute any of the User's information to any third party or use the information except as

reasonably necessary thereto such as support, reconciliation, and accounting unless the User receives the advance User's express consent to do so. The User agrees not to send unsolicited emails to a User through the Services.

2.2.14.Subscriptions

The Services on Bitkub Chain are subject to annual subscription fee. The applicable fee shall be displayed prior to the use of Bitkub Chain. Bitkub reserves the right, in its sole and absolute discretion, to determine the details of the subscription fee, cancellation and refund policy. For more information, please refer to the Website.

2.2.15.User's Representation and Warranties

You represent and warrant that:

- (1) all information submitted by you are true, not misleading, accurate and complete;
- (2) you have full legal right, power and authority to enter into and to perform your obligations under this TOS and the transactions contemplated by it;
- (3) you have not been included in any trade embargoes or economic sanctions list, the list of specially designated nationals maintained by OFAC (the Office of Foreign Assets Control of the U.S. Department of the Treasury), or Thai designated list issued by Anti-Money Laundering Office of Thailand, or in violation of any anti-money laundering law;
- (4) you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights to any User information or content that you submit, post or display on the Website, on or through the Services granted herein. You also represent and warrant that such User Information will not contain intellectual property rights or other proprietary rights of other persons, unless you have necessary permission or are otherwise legally entitled to post the material and to grant a s license to such rights; and
- (5) your access and use of the Services will be in accordance with the Applicable Law.

3. Bitkub Chain Services

3.1. Project Development

Bitkub Chain allows the User and Developer to develop the Project by using infrastructure, system, tools and materials as provided on Bitkub Chain.

3.2. Project Verification

At Bitkub's sole and final discretion, the User's Project may be categorized into 3 classifications on our registry platform as follows:

- (1) **Official Project:** the Project that is developed or co-owned by Bitkub or its affiliates. The Developer of the Official Project shall accept and agree to the terms as specified in Appendix 2.
- (2) **Verified Project:** the Project that is qualified and selected by Bitkub, and registered with Bitkub. The Developer of the Verified Project shall accept and agree to the terms and conditions as specified in Appendix 2 including particular features as below:
 - (a) In circumstances where the Project uses Bitkub Chain Token , the Developer agrees that Bitkub Chain's staff shall have the authority to control the operation of the platform or part of the Project including freezing the token.
 - (b) In circumstances where the Project is developed by using their own or another token, to meet the KAP-20 or KAP-721 standards, the Developer agrees that such Project shall be subject to the Admin Transfer Function.
- (3) **Registered Project:** The Project that passes the initial registration and may be in the process of a security check and subject to other criteria pursuant to the terms and conditions set out by Bitkub.

3.3. Bitkub Chain Faucet

Upon the completion of registration of your Account and the Project, you may use Bitkub Chain Faucet to request tKUB for Testnet Remote procedure call (RPC) through Bitkub NEXT every 3 days, and as per further details to be announced by Bitkub.

3.4. Bitkub Chain Bridge

You may bridge the Digital Asset between Bitkub Chain and other chains through this service.

3.5. Bitkub Wallet One Time Password (OTP) Verification

You may connect MetaMask to Bitkub Chain by registering your phone number and MetaMask address. This will allow you to unwrap Wrapped KUB (KKUB) to Bitkub Coin (KUB), and as per further details to be announced by Bitkub.

3.6. PoSA Redemption

Node Validators of Bitkub Chain may redeem rewards mining through these services, and as per further details and terms and conditions to be announced by Bitkub.

3.7 BKC Oracle

You may connect MetaMask to Bitkub Chain with the address of MetaMask. This will allow you to use the data oracle of Bitkub Chain.

3.8 Bitkub Chain Developer Console

You may connect Bitkub Chain Developer Console to the Bitkub Chain with Bitkub Chain Developer's address to which you are registered and make a subscription. This will enable you to use Bitkub Chain Developer Console of Bitkub Chain. More details and terms and conditions of SDK will be announced by Bitkub.

3.9 Bitkub Chain Layer-2

You can use the secondary framework or protocol that is built on top of Bitkub Chain (Layer-1) to maximize the efficiency of blockchain utilization.

4. Privacy Notice

Please refer to our Privacy Notice (available [here](#)) for information on how we collect, use or disclose your information. You acknowledge and agree that your use of the Services is subject to and that we can collect, use or disclose your information in accordance with our Privacy Notice.

5. User Feedback, Queries, Complaints

If the User has any feedback, questions, or complaints, please contact the our User support at bitkubchain@bitkub.com or write to us at Bitkub Blockchain Technology Co., Ltd., located on 2525, FYI Tower 2, 11th floor, Unit 2/1101-2/1107, Rama 4 Road, Klongtoei Sub-district, Klongtoei District, Bangkok 10110 Thailand.

When the User contacts us, please provide us with your name, address, and any other information Bitkub may need to identify the User, and the User's Account on which the User has feedback, questions, or complaints.

6. General Provision

6.1. Information Disclosure

In the event that Bitkub is requested or required by law or any order of a court of competent jurisdiction or government agency or any obligation or agreement, or in case of any reasonable causes, You agree and consent Bitkub to disclose (1) your identification and/or your beneficial owner from the use of the Services with Bitkub; (2) your Project hereunder; (3) the purpose of Account opening; or (4) any other information related to this TOS to (a) the government agency of Thailand and/or foreign state; (b) regulators; (c) counterparty; (d) affiliates; or (e) staff or employee of Bitkub and its affiliate. In addition, You consent Bitkub to verify your information or do any necessary act if it is requested or required by law or any order of a court of competent jurisdiction or government agency or any obligation or agreement.

6.2. Notices

6.2.1. All communications, notices, demands and other documents to be delivered to the User shall, if sent by registered or non-registered mail, telegraph, or by Bitkub's courier to the address given by the User in writing to Bitkub, under household registration, to the User's place of business, facsimile, email address, be deemed to have been duly delivered to the User no matter whether it be personally received or non-delivered as a result of the User's relocation or removal without any notice in writing to Bitkub or the User's address cannot be found in which event the effective delivery shall be the date upon which the postman or Bitkub's courier has delivered or telegraph or email been transmitted. However, any notice which is not required hereunder to be made in writing or oral shall be deemed to have been duly acknowledged by the User when Bitkub had notified the User verbally or by phone. The User's mobile/phone number as provided to Bitkub shall be deemed as valid contact and evidence.

6.2.2. In the event the User fails to give any response to Bitkub's notices and/or documents within a period of time as prescribed by Bitkub, the User agrees that Bitkub shall be entitled to suspend your Account and not be liable for any loss, damages, cost or expense suffered by the User as a result of that suspension.

6.3. Liabilities and Indemnifications

6.3.1. You agree to defend, indemnify, and hold Bitkub, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns harmless from and against any Losses arising out of or relating to (i) breach or violation of any representation or warranty by the User contained in this TOS, (ii) any default or breach by the User under any agreement or covenant contained in this TOS herein, and (iii) any violation by the User of any Applicable Law, in all cases.

6.3.2. If the User has a dispute with one or more User or any person arisen from our Services, the User irrevocably agrees to release Bitkub, their affiliates, and each of Bitkub's respective officers, directors, agents, joint ventures, employees and representatives from any and all Losses and nature arising out of or in any way connected with such disputes.

6.3.3. Bitkub shall have the right, in addition to other rights hereunder, to demand the User be responsible for all Losses suffered arising out of or in connection with this TOS, actions or omissions by the User or its agent as well as any claim, or litigation by other persons requiring us to be responsible hereunder for actions or omissions which have not been attributed to the fault of Bitkub.

6.4. Limitation of Liabilities

Bitkub shall not be responsible and liable to any of the circumstances as follows:

(1) Bitkub shall not assume or be responsible and liable to, in all circumstances, any Losses occurred to the Account and/or to the User's information (such as PINs, User ID, public API or password) including transaction, assets, information and all types of property.

(2) To the maximum extent permitted by the Applicable Law, Bitkub' aggregate liability for any Losses arising out of or related to this TOS and Services, whether in contract, tort or under any theory of liability, claim or action shall not exceed THB 500,000.

- (3) Bitkub shall not assume or be responsible and liable to, in all circumstances, any Losses occurred due to any illegal and unauthorized purpose including but not limited to Prohibited Business, Prohibited Use and Conditional Use.
- (4) Bitkub shall not bear any liability, whatsoever, for any Losses or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect the User's computers or other equipment, or any phishing, spoofing or other attacks.
- (5) Bitkub shall not be responsible for monitoring or controlling transactions, and no transactions can be reversed.
- (6) Bitkub will not be liable to you or any person for any Losses arising from any transaction in the Services.
- (7) You acknowledge that we do not have control over, or are liable to the delivery, quality, safety, legality or any other aspect of any Digital Asset that you may receive from using the Services.
- (8) Bitkub shall not assume responsibility and shall not be liable relating to the functionality, security, services or other practices of any person. The User are encouraged to read the terms and conditions including other policies published by such person on its websites or otherwise.
- (9) The User agrees that Bitkub shall not be liable to the User, any person for any modification or termination of our Services, including suspension or termination of the User's access, except to the extent otherwise expressly set forth herein.
- (10) Bitkub shall not be liable to the User if the User is not or shall not be qualified to open and/or use the Account.
- (11) Bitkub, as the blockchain service provider, shall not be liable to any third party for any Losses relating to the Project created, developed and/or deployed on Bitkub Chain if there is any claim arising from any third party.

6.5. Entire Agreement

This TOS and Appendices incorporated by reference herein comprise the entire understanding and agreement between the User and Bitkub as to the subject matter hereof and supersedes any and all prior discussions, agreements, and understandings of any kind, including but not limited to any prior versions thereof, and every nature between the User and Bitkub. Section headings herein are for the purpose of convenience only, and shall not govern the meaning or

interpretation of any provision hereof.

6.6. Amendments

6.6.1.Bitkub, at Bitkub's sole discretion and without any advance notice, may amend or modify this TOS, its Appendices, its amendment; provided that Bitkub will take consideration of the User's benefit at Bitkub's utmost concern and Bitkub will post on Bitkub's Website or address an email to the User the revision. All revisions and amendments shall be effective upon written execution by Bitkub and the User. The User hereby agrees and acknowledges to strictly comply with our terms and conditions (as amended) in this TOS.

6.6.2.In case the User does not agree to or accept any of such revision or amendment, the User has the right to terminate the User's use of Bitkub's Services and close the User's Account.

6.6.3.The User agrees that Bitkub shall not be liable to the User or any third party for any modification or termination of Bitkub's Services, including suspension or termination of the User's access, except to the extent otherwise expressly set forth herein.

6.7. Assignment

6.7.1.The User shall not assign any rights and delegate any obligations granted under this TOS and relating to Bitkub's Services in any event without the written consent given specifically by Bitkub pursuant to the defined process.

6.7.2.Bitkub reserves the right to assign our rights, obligations and liabilities under this TOS without any restriction, including without limitation, to our affiliates, subsidiaries and holding company and/or any person.

6.7.3.In the event that Bitkub is acquired by or merged with a third-party entity, Bitkub reserves the right, in any of these circumstances, to transfer or assign the information Bitkub has collected from the User to the third-party entities as part of such merger, acquisition, sale, or other change of control.

6.7.4.Any attempted transfer or assignment in violation hereof shall be null and void.

6.7.5.Subject to the foregoing, this TOS will bind and inure to the benefit of the parties as defined by this TOS, their successors, and permitted

assignments.

6.8. Severability

If any provision of this TOS is determined to be invalid or unenforceable under any rules, Applicable Law or regulations or any governmental agencies, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any Applicable Law and the validities or enforceability of any other provision hereof shall not be legally and contractually affected or impaired thereby.

6.9. Survival

All provisions of this TOS which by their nature extend beyond the expiration or termination hereof, including, without limitation, sections pertaining to suspension or termination, cancellation of the User's Account, debts owed to Bitkub, the general use of Bitkub's Website, Confidentiality, disputes with Bitkub, and general provisions, shall survive the termination or expiration of this TOS.

6.10. Termination

6.10.1.If you fail or breach, or Bitkub suspects that you have failed to comply with or breach any of the terms and conditions under this TOS, Bitkub may, without notice to you: (i) terminate this TOS and/or your Account, and you will remain liable for any Losses and/or amount due under the Services under this TOS; and/or (ii) preclude your access to the Services or take a measure pursuant to Clause 2.2.12. For avoidance of Doubt, the right to terminate this TOS under this Clause 6.10.1 shall trigger the right of Bitkub to terminate the Terms of Official and Verified Project also.

6.10.2.This TOS shall be valid and effective for an indefinite period as long as you still use the Services unless this TOS is terminated pursuant to Clause 6.10.1. or as specified otherwise in the Terms of Official and Verified Project.

6.11. Governing Law and Dispute Resolution

This TOS shall be governed by and construed in accordance with the laws of Thailand.

Any dispute, controversy or claim arising out of or related in any way to this TOS or any of Services performed hereunder which cannot be amicably resolved by the User and Bitkub shall be settled solely and finally by arbitration under the laws of Thailand. Such dispute shall be referred to and finally resolved by

arbitration in Bangkok, Thailand in accordance with the Arbitration Rules of the Thailand Arbitration Centre for the time being in force and the conduct of the arbitration thereof shall be under the administration of the Thailand Arbitration Centre. The appointing authority shall be the Chairman of the Thailand Arbitration Centre. There shall be a single arbitrator, who shall be neutral and impartial. The language to be used in the arbitral proceedings shall be Thai or English.

The award of the arbitrator shall be final and binding upon the parties to the arbitration, and each party thereof agrees that such award may be enforced by appropriate action in any court having jurisdiction over it or its assets.

6.12. Force Majeure

Bitkub shall not be liable for any delays, failures in performance or interruption of our Services which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any acts of god, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, flooding, interruption in telecommunications or internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our commercially reasonable control and shall not affect the validity and enforceability of any remaining provisions.

6.13. Disclaimer

6.13.1. The Services in the Website are provided on an “as is”, “as available” basis and Bitkub makes no representation, warranty, condition or undertaking of any kind, whether expressed or implied in respect of any part of the Website or the reliability or quality thereof. You acknowledge that Bitkub has not given any such representations, warranties, conditions or undertakings in respect of any part of the Website or the reliability or quality thereof.

6.13.2. Bitkub does not warrant or certify the confidentiality or security of any information transmitted through the Internet. You accept and agree that Bitkub does not represent or guarantee arising from any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to the Website and/or the Service or any relevant internet service provider, network provider or communication network provider and shall not be liable to any Losses incurred from such.

6.13.3. Bitkub is not responsible for data charges you may incur in connection with your use of the Services.

6.13.4. You agree that Bitkub has no responsibility to continue making Services or Content available to you through our Services, and Bitkub will not be liable to you if the Content and/or Services becomes unavailable for use.

We recommend the User to implement anti-virus software and reliable standardization protection software. The User should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Bitkub. Hence, the User shall beware of the said action and review that such information originates from us.

Please always log into the User's Account through our Website to review any transactions or required actions if the User has any uncertainty regarding the authenticity of any communication or notice.

6.14. Waivers/ BBT's Right and Remedies

No failure or delay by Bitkub in exercising any right or remedy provided by law under or pursuant to this TOS shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

APPENDIX 1

Prohibited Use, Prohibited Business, Conditional Use

Prohibited Use

The User may not use the User's Account to engage in the following categories of activities ("**Prohibited Use**"). The specific types of use listed below are representative, but not exhaustive. By opening the User's Account, the User affirms that the User shall not use the User's Account to do any of the following:

- **Unlawful Activities:** Activities which may violate, considered to be violated, or assist in violation of, any law, statute, ordinance, or regulation, as enforced in Thailand or any jurisdictions where We conduct our business, or which would involve proceed of any unlawful activities; or activities which involves the publication, distribution or dissemination of any unlawful material or information.
- **Abusive Activities:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to Bitkub's Website that contain viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to other sites, your Account, computer systems or networks connected to Bitkub's Website, through password mining or any other means; use the Account information of another party to access or use Bitkub's Website, or transfer your Account access or rights to your Account to a third parties, unless by operation of any Applicable Law or with the express permission of us.
- **Abuse Other User:** Interfere with another individual's or entity's access to use of any of our Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from Bitkub's Website about others, including without limitation email addresses, without proper consent.
- **Fraud:** Activity which operates to defraud us, our other User using Bitkub's Website, or any other person; provide any false, inaccurate, or misleading information to us.
- **Gambling:** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance.

- **Intellectual Property Infringement:** Engage in transactions that infringe or violate any copyright, trademark, right of publicity or privacy or confidentiality or any other proprietary right under any Applicable Law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rightful holder; use of our IPRs (including without limitation name, or logo, including use of our trade or service marks), without express written consent from us or in any manner; any action that implies an untrue endorsement by or affiliation with us.
- **High risk countries and designated list:** The User has been included in, associated with, or transacted with any trade embargoes or economic sanctions list, the list of specially designated nationals maintained by OFAC (the Office of Foreign Assets Control of the United States Department of Treasury), or the Thai designated list issued by the Anti-Money Laundering Office of Thailand, or in violation of any anti-money laundering law.

Prohibited Business

In addition to the Prohibited Uses described above, the User is prohibited to engage in the following business practices from Bitkub's Services ("**Prohibited Business**").

The specific types of Prohibited Business listed below are representative, but not exhaustive. If the User is uncertain as to whether or not the User's use of Bitkub's Services involves a Prohibited Business, or have questions about how these requirements apply to the User, please contact Bitkub at bitkubchain@bitkub.com

By opening the User's Account, the User affirms that the User shall not use Bitkub's Services to be in connection with any of following businesses, activities, practices, or items:

- **Intellectual Property or Proprietary Rights Infringement:** Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rightful holder.
- **Counterfeit or Unauthorized Goods:** Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen.
- **Regulated Products and Services:** Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials.
- **Drugs and Drug Paraphernalia:** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs.
- **Pseudo-Pharmaceuticals:** Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national and/or international regulatory bodies.
- **Substances designed to mimic illegal drugs:** Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom).
- **Adult Content and Services:** Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features.

- **Multi-level Marketing:** Pyramid schemes, network marketing, and referral marketing programs
- **Unfair, predatory or deceptive practices:** Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers.
- **High risk businesses:** any businesses that we believe poses elevated financial risk, legal liability, or violates bank policies.

Conditional Use

Advance express written consent and approval from us must be obtained before you can use our Services for the following categories of business and/or use ("**Conditional Use**").

Our consent may be requested by contacting us at bitkubchain@bitkub.com. We may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced on-boarding procedures, and operate subject to restrictions if you use our Services in connection with any of following businesses, activities, or practices:

- **Money Services:** Money transmitters, digital currency transmitters; currency or digital currency exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of our Services.
- **Charities:** Acceptance of donations for nonprofit enterprises.
- **Games of Skill:** Games which are not defined as gambling under this TOS or by Applicable Law, but which require an entry fee and award a prize.
- **Religious/Spiritual Organizations:** Operation of a for-profit religious or spiritual organization.

APPENDIX 2

Term of Official and Verified Project

This Term of Official and Verified Project (this “**Term of Official and Verified Project**”) constitute a legally binding agreement made between us, **Bitkub Blockchain Technology Co., Ltd.**, (“**Bitkub**” or “**us**” or “**we**” or “**our**”), a blockchain full solution service provider company and you as the Developer of Bitkub chain (the “**User**”, “**Developer**” or “**you**”, or “**your**”) as the developer of Official and/or Verified Project. By using the service or clicking a button to accept or agree to this Term of Official and Verified Project, you (1) accept and agree to this Term of Official and Verified Project and any additional terms, rules, and conditions of participation issued and/or amended by Bitkub from time to time and (2) agree and allow Bitkub to the collection, use, disclosure, transfer and other handling of data and information as described in our Privacy Notice (available [here](#)); and ; and (3) you have carefully read all of terms and conditions in this Term of Official and Verified Project and the TOS. If you do not agree to this Term of Official and Verified Project, your Project shall not be qualified as the Official or Verified Project in Bitkub Chain. In addition, when using some features of the platform, you may be subject to specific additional terms and conditions applicable to those features.

You agree that the Term of Official and Verified Project shall be an integral part of the TOS. If any provision or definition in this Term of Official and Verified Project conflicts or contradicts the TOS, the provisions and definitions under this Term of Official and Verified Project shall prevail if such conflict or contradiction is in relation to the Official Project or Verified Project.

Unless otherwise defined in this Term of Official and Verified Project, the terminologies used herein shall have the same meanings ascribed to them in the TOS.

Both parties hereby agree as follows:

1. Bitkub and the Developer shall work together for a prospective collaboration on the Project.

- 1.1. **For the Official Project:**

- 1.1.1. The Developer agrees to be responsible for the following (“**The Developer’s Obligations for the Official Project**”):

- (1) Project design and development;
- (2) Financial expenses for the Project development;
- (3) Development for the Smart Contract of the Project;
- (4) Main public relation and marketing for the Project;
- (5) Gas fee for Bitkub NEXT users who interact with the Project for the second year onwards;

- (6) InterPlanetary File System (IPFS) fee for the second year onwards;
- (7) Remote Procedure Call (RPC Node) fee for the second year onwards;
- (8) Verify the owner, company, white paper, tokenomic, and other information of the Project that is specified in the Website;
- (9) If the Project includes tokens or Non-Fungible Tokens (NFT), they must be Bitkub Chain compatible (built on KAP-20 or KAP-721 standard);
- (10) Smart Contract and platform security of the Project shall be audited by reliable auditor; and
- (11) The Project shall be co-owned by Bitkub, Bitkub Ventures Co., Ltd, or its affiliates.

1.1.2. Bitkub agree to be responsible for the following (“**Bitkub’s Obligations for the Official Project**”):

- (1) Provide blockchain and NFT technology;
- (2) Provide infrastructure;
- (3) Supply ‘Official by Bitkub’ badge;
- (4) Authorized the Project to connect with digital wallet Bitkub NEXT;
- (5) Grant free technical support for the first year only;
- (6) Liquidity pool support (if any);
- (7) Unlimited gas fee support for Bitkub NEXT users who interact with the Project during the first year only;
- (8) Grant special price for the Smart Contract auditing from Bitkub’s partner;
- (9) The Project shall be co - invested by Bitkub, Bitkub Ventures Co., Ltd., or its affiliates;

- (10) Public relation support by Bitkub and partners for maximum 1 year;
- (11) Support unlimited IPFS with no space limitation for the first year only;
- (12) Support unlimited RPC Node fee for the first year only;
- (13) Grant the Developer to unlimited use of the Dropzone campaign of Bitkub;
- (14) Support the opening of the Developer's store for sale of the Project-related NFTs on the Bitkub NFT platform; or
- (15) Support the utilization of the Project's tokens (if any) to purchase NFTs from their own Bitkub NFT store on Bitkub NFT platform;

1.1.3. **Branding/Marketing**

Both parties agree that during this Term of Official and Verified Project, all branding and marketing communications for public relation purposes will be determined jointly. Branding and public relation purposes shall include the use of logos of both parties in media and joint press releases.

1.1.4. **Expenses**

Each party shall bear its respective costs and expenses in connection with the collaboration.

1.1.5. **Revenue Sharing**

Both parties agree to share the Revenue generated from every occurred transaction by the Developer. The percentage of revenue sharing shall be Bitkub 50% and The Developer 50% unless both parties agree otherwise in writing.

The Revenue are exclusive of the value-added taxes and other application taxes under the relevant laws that shall be solely responsible by each party and each party shall indemnify and hold the other party harmless from any claims, loss, or any other damages from the tax obligations.

1.2. **For the Verified Project:**

1.2.1. The Developer agrees to be responsible for the following (“**The Developer’s Obligations for the Verified Project**”):

- (1) Project design and development;
- (2) Financial expenses for the Project development;
- (3) Development for the Smart Contract of the Project;
- (4) Main public relation and marketing for the Project;
- (5) Gas fee for Bitkub NEXT users who interact with the Project for the second year onwards or fee that exceeds Bitkub’s support;
- (6) InterPlanetary File System (IPFS) fee for the second year onwards or fee that exceeds Bitkub’s support;
- (7) Remote Procedure Call (RPC Node) fee for the second year onwards or fee that exceeds Bitkub’s support;
- (8) Verify the owner, company, white paper, tokenomic, and other information of the Project that is specified in Bitkub Chain Developers;
- (9) If the Project includes tokens or Non-Fungible Tokens (NFT), they must be Bitkub Chain compatible (built on the KAP-20 or KAP-721 standard);
- (10) Smart Contract and platform security of the Project shall be audited by reliable auditor; and
- (11) Verified fee for the Project on Bitkub Chain.

1.2.2. Bitkub agrees to be responsible for the following (“**Bitkub’s Obligations**”):

- (1) Provide blockchain and NFT technology;
- (2) Provide infrastructure;
- (3) Supply ‘Verified by Bitkub’ badge;
- (4) Authorized to connect with digital wallet Bitkub NEXT;

- (5) Grant free technical support for the first six months only;
- (6) Grant special discount for technical development;
- (7) Liquidity pool support (if any);
- (8) Gas fee support for Bitkub NEXT users who interact with the Project (maximum 50,000 KUB for the first year only);
- (9) Grant special price for the Smart Contract auditing from Bitkub's partner;
- (10) Grant free 10 GB IPFS for the Project-related NFT minting;
- (11) Grant free RPC Node with limit for the first year only but shall not be more than 100,000,000 requests;
- (12) Grant the Developer to use the Dropzone campaign of Bitkub for one time;
- (13) Support the opening of the Developer's store for sale of the Project-related NFTs on the Bitkub NFT platform;
- (14) Support the utilization of the Project's tokens (if any) to purchase NFTs from their own Bitkub NFT store on Bitkub NFT platform;

1.3. **Right to Remove Project:** if the Developer informs Bitkub to remove the Official Project or the Verified Project from Bitkub Chain ecosystem, Bitkub has its sole and absolute discretion as to whether to remove such Project per the Developer's request or not. The settlement of any obligation and expense shall be settled by Bitkub and the Developer after the Project has been removed.

1.4. **Right to Elect to Support:** Bitkub and the Developer agree that Bitkub can elect to partially or wholly support Bitkub's Obligations for the Official Project or Bitkub's Obligations for the Verified Project and the Developer is not entitled to force Bitkub to provide Bitkub's Obligations.

2. Termination

2.1. Each of the following shall constitute a "Termination Event":

2.1.1. If the Developer fails or breaches any provision under this Term of Official and Verified Project, it shall be deemed that the Developer breaches the TOS and Bitkub shall have the right pursuant to the TOS

and the right to terminate this Term of Official and Verified Project with immediate effect.

- 2.1.2. If the Project has not been significantly developed (at Bitkub's sole and absolute discretion) for longer than 6 (six) months from the registration Project and Bitkub has already contacted the Developer to inquire about the progress of such a Project, but the Developer fails to respond or cannot provide a reasonable reason relating to the progress of the Project's development to Bitkub's satisfaction, Bitkub shall have the right to terminate this.

2.2. **Effect of termination**

- 2.2.1. Upon the termination of this Term of Official and Verified Project for any reason, the Developer shall promptly notify Bitkub of all Confidential Information in the Developer's possession or control and will promptly deliver all such Confidential Information to Bitkub, at the Developer's expense and in accordance with Bitkub's instructions; and
- 2.2.2. Upon the termination of this Term of Official and Verified Project for any reason, the Developer grants Bitkub the right to use the Project-related intellectual property's rights under Applicable Law regardless of registered or unregistered rights, including but not limited to brandings, logos, trademarks, trade names, texts, graphics, images, button icons, pictures, music, sound files, animations, audio clips, digital downloads, data compilations, documents/files and information owned or controlled or licensed by or to either party or its affiliate for the credentialing and/or marketing purposes of Bitkub for 3 (three) years.
- 2.2.3. Unless agreed otherwise under this Term of Official and Verified Project, Bitkub shall have the right pursuant to the TOS relating to the User's Account and others.

3. **Confidentiality**

- 3.1. Both parties agree to hold all the Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except in connection with performing the obligations under this Term of Official and Verified Project, and not to disclose it to the third party without the written consent of another party. Both parties further agree to take all action reasonably necessary to protect the confidentiality of all the Confidential Information including, without limitation, implementing and enforcing procedures to minimize the possibility of unauthorized use or disclosure of the Confidential Information, including without limitation the execution of the non-disclosure contract by all the assigned staff

who will be responsible for the KYC check under this Term of Official and Verified Project.

- 3.2. Any Party who receives the Confidential Information from another party shall use such Confidential Information solely for the purpose of the performance of the party obligation under this Term of Official and Verified Project and shall not reproduce, copy, disclose, disseminate and/or transfer to any unauthorized third party in whole or in part any Confidential Information except in the following circumstances with the prior written consent of another party; and the disclosure shall only be made on a need-to to use at least the same degree as it does with respect to its own confidential information of like importance but, in any event, at least reasonable care.
- 3.3. Both parties shall ensure that any person to which it discloses Confidential Information to pursuant to Confidentiality, (i) is advised of the proprietary and confidential nature of the Confidential Information, together with the restrictions on duplication, use, and disclosure; and (ii) is contractually bound by appropriate obligations of confidence before access to such Confidential Information is granted.
- 3.4. This Clause shall remain in force and survive any termination of the Term of Official and Verified Project for 5 (five) years after the termination.

4. Liability

- 4.1. Bitkub shall not be liable for any loss, both directly or indirectly, incurred by the Developer in the course of its dealings with the Project, unless such loss is clearly attributable to Bitkub's own willful misconduct, fraud or gross negligence.
- 4.2. The Developer shall indemnify and hold Bitkub harmless from and against all Losses from the performance of the Developer under this Term of Official and Verified Project
- 4.3. The Developer agrees and accept that Bitkub shall have other limitations of liabilities as set out in the TOS.