

Terms of Service

Bitkub Chain Developer (“Developer”) is a registry platform provided by Bitkub Blockchain Technology Co., Ltd. (“Bitkub” or “Company” or “us” or “we” or “our”). The purpose of the Developer is to provide project information on Bitkub Chain such as APIs Document Developer community. You (hereinafter referred to as “you” or “your” or “user”) may use the Developer in order to register your project for verification. We established these Terms of Service (“Terms”) to describe the terms that govern your use of the Developer. By using the service or clicking a button to accept or agree to these Terms, you (1) accept and agree to these Terms and any additional terms, rules and conditions of participation issued by Bitkub from time to time and (2) consent to the collection, use, disclose and other handling of information as described in our Privacy Policy. If you do not agree to the Terms, you may not access or use the Wallet.

1. Create an account

1.1. Registration of an account

1.1.1. Our Users

- Individual users: our past and present users who are individual
- Corporate users: directors, shareholders, ultimate beneficial owners, employees, guarantors, security providers, and legal representatives of our past and present corporate users and other individuals authorised persons and any of relevant individuals

1.1.2. Users may create an account by our registration process along with providing all the relevant supporting documents (“Account”).

Individual User

Information	Samples
Personal Details	<ul style="list-style-type: none">- Full Name- Date of birth- Nationality- Identification Number/ Passport Number
Contact Information	<ul style="list-style-type: none">- Email address- Phone number
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

Corporate User

Information	Samples
Corporate Details	<ul style="list-style-type: none">- Company registered name- Company Affidavit- Certificate of Incorporation
Directors Information	<ul style="list-style-type: none">- Personal details: Full Name, Date of Birth- A copy of Identification Card or Passport- Phone number- Email address
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- Power of Attorney (Optional)- Signature verification- Company Seal
Others	<ul style="list-style-type: none">- Evidence of contact or communication with us

- 1.1.3. 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, or these terms and conditions.
- 1.1.4. You are required to provide the Company certain personal information and in submitting this or any other personal information as required. You certify that the information is accurate and authentic, and you agree to immediately make an update to the Company if any information changes.
- 1.1.5. You agree to inform and provide information as follows below, along with its clarification to the Company, 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 the government authorities.
- (a) Information that is able to identify the true identity of the user and/or the beneficial owner of each transaction made by the user.
 - (b) Information regarding the user's transaction whether or not such transaction proceeds through the Company's services.

1.2. Usage

- 1.2.1. The User agrees to be bound by the terms and conditions of this Agreement and the Terms and Conditions of the Website in all respects.
- 1.2.2. The User shall be responsible for the safeguarding and confidentiality of the PINs, User ID, Application Program Interface (API) and Password and for all your project modifications through our service.
- 1.2.3. The User shall be solely responsible for any improper and unauthorized use of the PIN Code, User ID and Password by any other person.
- 1.2.4. The User acknowledges and agrees to use adequate security procedures to ensure the confidentiality of the PIN Code, User ID and Password and to prevent any unauthorized person from using the PIN Code, User ID and Password.
- 1.2.5. The User is solely responsible for any 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 third-parties provided that the Company will be responsible and liable for any loss or compromise of the foregoing information if such loss arisen from errors made by the Company.
- 1.2.6. The User is solely responsible for keeping the User's email address and contact information up to date in the User's Account profile.
- 1.2.7. The Company does not assume any responsibility in all circumstances for any loss that the User may sustain due to the compromise of the User's Account, login or credentials, except in the case of the Company's gross negligence and misconduct.
- 1.2.8. In the event that the User believes that the User's Account information has been compromised, the User must contact the Company immediately at bitkubchain@bitkub.com or other contact point that the Company may announce. The Company reserves the right to not announce the changes in advance, but to continue to disclose it through the Website.
- 1.2.9. Limited License
 - (1) The Company hereby grants the User a limited, non-exclusive, non-transferable license, subject to the terms and conditions hereof, to access and use the Company's Website, and related content, materials, information displayed on the Company's 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 Company's Services or displayed on the Company's 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 the Company and its licensors.
- (3) The User represents and warrants 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 the Company's prior written consent.

1.2.10. Website Accuracy

- (1) The Company will be responsible for any information disclosed on the Company's Website and that the User relies on for the use of the Company's Services in case of any technical or publication errors made by the Company on such information. Provided that; The Company 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 Company's Website but such links are not controlled by the Company. The User fully acknowledges and agrees that the Company 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 Company's Website.

1.2.11. Prohibited Use, Prohibited Business and Conditional Use

- (1) In connection with the User's use of the Company's Services, and the User's interactions with other users and third parties, the User represents and warrants that the User shall not engage in any prohibited business, prohibited use or conditional use defined in Appendix 1.
- (2) The Company reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or

governmental request in relation to the prohibited business, prohibited use or conditional use.

- (3) The Company reserves the right and in its own discretion to cancel and/or suspend the User's Account and/or block any transactions (including the Transfer Transaction and the Matching Transaction) or immediately freeze funds without any prior notice, in case the User's Account is associated with a prohibited business, prohibited use or conditional use.

1.2.12. Suspension, Termination, and Cancellation

- (1) The Company, at the Company's sole and final discretion, may: (i) suspend, restrict, or terminate the User's access to any or all of the Company's Services, and/or (ii) deactivate or cancel the User's Account in the following circumstances:
 - (a) The Company is required by a valid subpoena, court order, or binding order of a government authority to do so; or
 - (b) The Company reasonably suspect the User of using the User's Account in connection with a Prohibited Use, Prohibited Business or Conditional Use; or
 - (c) The use of the User's Account is subject to any pending litigation, investigation, or government proceeding; and/or
 - (d) The Company 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; or
 - (e) The Company's service partners are unable to support the Customer's use; or
 - (f) The User takes any action that the Company deems as circumventing the Company's controls in any case or any circumstance, including, but not limited to, opening multiple of the User's Accounts or abusing promotions which the Company may offer from time to time.
 - (g) The Customer breaches any of our policies or instructions that the Company notify the Customer from time to time.
- (2) If the Company suspends or terminates the User's Account or terminates the User's use of the Company's Services for any reason, the Company will provide the User with notice of the Company's

actions unless the action was due to a court order or other legal process prohibits the Company from providing the User with such notice. The User acknowledges that the Company's decision to take certain actions as defined under Clause 10 may be based on confidential criteria that are essential to the Company's risk management and security protocols. The User agrees that the Company does not have any obligation to disclose the details of its risk management and security procedures to the User in any manner.

- (3) If the Company suspends or closes the User's Account, or terminates the User's use of the Company's Services for any reason, the Company reserves the right to require the User to complete the verification procedures before permitting the User to remove 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 the Company please provide the Company with all relevant information the Company may need to identify the User.

1.2.13. Privacy of Others

- (1) If the User receives information about another user through the Company's Services, the User shall keep such information in strict confidence and shall only use it in connection with the Company's Services
- (2) The User shall not disclose or distribute any 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 email to a user through the Company's Services.
- (3) The User shall indemnify and hold the Company harmless from any complaint or claims from the other user of any damages or compensation from the use of those information that the User receives.

2. Service

At the Company's sole and final discretion, the User's projects may be categorized into 3 classifications on our registry platform. The Classification are:

- A. Official: Projects developed by Bitkub Blockchain Technology Co., Ltd or its affiliates.

- B. Verified by Bitkub: Projects that completed the registration process and was validated by Bitkub for competent smart contract security.
- C. Registered: Projects that pass the initial registration and are in the process of a security check.

3. Privacy Policy

Please refer to our Privacy Policy for information on how we collect, use or disclose your information. You acknowledge and agree that your use of the service is subject to, and that we can collect, use or disclose your information in accordance with our Privacy Policy

4. 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 the Company at Bitkub Blockchain Technology Company Limited 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 the Company please provide the Company with your name, address, and any other information the Company may need to identify the User, and the User's Account on which the User has feedback, questions, or complaints.

5. General Provision

5.1. Information Disclosure

In the event that the Company is requested or required by law or any order of court of competent jurisdiction or government agency or any obligation or agreement, or in case of any reasonable causes, the User agrees and consents the Company to disclose (1) my identification and/or my beneficial owner from the use of services with the Company (2) my project hereunder (3) any other information related to this project to (a) the government agency of Thai and/or foreign state (b) regulators (c) counterparty (d) affiliates (e) staff or employee of the Company and affiliate. In addition, I consent to the Company to verify my information or do any necessary act if it is requested or required by law or any order of court of competent jurisdiction or government agency or any obligation or agreement.)

5.2. Notices

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 the Company's courier to the address given by the User in writing to the Company, 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 the Company or the User's address cannot be found in which event the effective delivery shall be the date upon which the postman or the Company'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 the Company had notified the User verbally or by phone.

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

5.3. Computer Viruses and other Interruptions

The Company shall not bear any liability, whatsoever, for any damage 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.

The Company recommends 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 the Company. Hence, the User shall beware of the said action and review that such information originates from the Company.

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

5.4. Liabilities and Indemnifications

- (1) If the User has a dispute with one or more users or other third party arisen from or about the Company's Services, the User irrevocably agrees to release the Company, its affiliates and service providers, and each of the Company's respective officers, directors, agents, joint ventures, employees and representatives (the "Indemnified Parties") from any and all claims, demands and damages (both of actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

- (2) The User further agrees to indemnify and hold the Indemnified Parties, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to the User's breach of this Agreement including its amendment from time to time or your violation of any law, rule or regulation, or the rights of any third party.
- (3) The Company has the right, in addition to other rights hereunder, to demand the User be responsible for any damages and expenses suffered by the Company arising out of or in connection with this Agreement, actions or omissions by the User or its agent as well as any claim, or litigation by other persons requiring the Company to be responsible hereunder for actions or omissions which have not been attributed to the fault of the Company.

5.5. Limitation of Liabilities

To fullest extent permitted by law, in no circumstances shall the Indemnified Parties be liable for any lost profits or any special, incidental, indirect, intangible, or consequential damages, whether based on contract or tort or otherwise arising out of or in connection with the authorized or unauthorized use of the Company's Website or the Company's Services, or this Agreement, except in the cases that those loss or damages are attributable to the Company's services.

5.6. Entire Agreement

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

5.7. Amendments

- (1) The Company, at the Company's sole discretion and without any advance notice, may amend or modify this Agreement, its Appendices, its amendment; provided that the Company will take consideration of the User's benefit at the Company's utmost concern and the Company will post on the Company's Website or address an email to the User the revision. All revisions and amendments shall be effective upon written execution by the Company and the User. The User hereby agrees and acknowledges to strictly comply with Terms and Conditions defined by the Company in this agreement.

- (2) In case the User does not agree or accept any such revision or amendment, the User has the right to terminate the User use of the Company's Services and close the User's Account.
- (3) The User agrees that the Company shall not be liable to the User or any third party for any modification or termination of the Company's Services, including suspension or termination of the User's access, except to the extent otherwise expressly set forth herein.

5.8. Assignment

- (1) The User shall not assign any rights and delegate any obligations granted under this Agreement and relating to the Company's Services in any event without the written consent given specifically by the Company pursuant to the defined process.
- (2) The Company reserves the right to assign our rights without any restriction, including without limitation to our affiliates or subsidiaries and holding company, or to any successor in interest of any business associated with the User's Services.
- (3) In the event that the Company is acquired by or merged with a third-party entity, the Company reserves the right, in any of these circumstances, to transfer or assign the information the Company has collected from the User to the third-party entities as part of such merger, acquisition, sale, or other change of control.
- (4) Any attempted transfer or assignment in violation hereof shall be null and void.
- (5) Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties as defined by this agreement, their successors and permitted assignments.

5.9. Severability

If any provision of this Agreement is determined to be invalid or unenforceable under any rules, laws 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 laws and the validities or enforceability of any other provision hereof shall not be legally and contractually affected or impaired thereby.

5.10. Survival

All provisions of this Agreement 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 the Company, general use of the Company's Websites, disputes with the Company, and general provisions, shall survive the termination or expiration of this Agreement.

5.11. Termination

- (1) This Agreement shall be valid and effective for an indefinite period unless terminated by either party.
- (2) The User may terminate this Agreement when it appears that the User does not own any obligation with the Company and that termination thereof shall be notified to the Company in writing which shall become effective upon the date falling the seventh business day as from receipt of such notice by the Company. The User allows the Company to exercise its discretion without any liabilities to suspend the account.
- (3) Where the Company shall terminate this Agreement, the Company shall notify the User in writing in which case the User agrees to settle all obligations, interest and accessories within a period of time as prescribed by the Company.

5.12. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Thailand. In case where there are any civil disputes incidental, the User may request to enter into an arbitration process as organized for the settlement of such dispute

5.13. Force Majeure

The Company 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 commercial reasonable control and shall not affect the validity and enforceability of any remaining provisions.

APPENDIX 1

Prohibited Use, Prohibited Business, Conditional Use

The User may not use the User's Account to engage in the following categories of activities ("**Prohibited Uses**"). 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 the Company'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 the Company's Website, through password mining or any other means; use account information of another party to access or use the Company's Website, or transfer Your Account access or rights to Your Account to a third parties, unless by operation of any applicable laws or with the express permission of us.
- **Abuse Other Users:** 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 The Company's Website about others, including without limitation email addresses, without proper consent.
- **Fraud:** Activity which operates to defraud us, our other users using the Company'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 laws, 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.

Prohibited Businesses

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

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

By opening the User's Account, the User affirms that the User shall not use the Company'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 authorisation from the rightful holder.
- **Counterfeit or Unauthorised Goods:** Unauthorised 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 Uses

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 Uses**").

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 Agreement 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