Terms of Service

Update: 01 April 2024

Bitkub Chain Developer Center ("**Bitkub Chain Developer Center**") is a platform developed by Bitkub Blockchain Technology Co., Ltd. ("**Bitkub**" or "**us**" or "**we**" or "**our**") to provide you (hereinafter referred to as "**you**", "**your**", or the "**Developer**") with the tool for creating the Decentralized Application (DApp) on Bitkub Chain, to voluntarily submit the developers' Project to Bitkub for display such Project on Bitkub Chain Ecosystem web page, and more services.

We have established these Terms of Service ("**TOS**") to set out the terms and conditions that govern your use of Bitkub Chain Developer Center. 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 these TOS including any additional terms, rules and conditions of participation issued and/or amended by Bitkub from time to time and (2) agree 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 these TOS including its Appendix hereof. **If you do not agree to these TOS, you may not access or use Bitkub Chain Developer Center.** In addition, when using some features of Bitkub Chain Developer Center, 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 2.1.1.

   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"** means a blockchain infrastructure provided by Bitkub.

1.5.   **"Bitkub Chain Token"** means any of the Digital Asset (as defined below) that shall be created, developed and/or deployed compatible to Bitkub Chain.

1.6.   **"Bitkub NEXT"** means the decentralized wallet service operated by Bitkub.

1.7.   **"Bitkub NFT"** shall mean a platform operated by Bitkub that the user can sell (primary market), buy (primary market), redeem, display, auction and mint NFT.

1.8.   **"BKCTestToken"** or **"tKUB"** means a utility token that was created and developed by Bitkub for usage in the testnet on Bitkub Chain.

1.9.   **"Conditional Use"** shall mean the activities as specified in Appendix 1.

1.10.   **"Content"** shall have the meaning as specified in Clause 2.2.9 (1).

1.11.   **"Decentralized Application"** or **"Dapp"** means a digital application or program that runs on network of computers and utilizes the Smart Contract to access blockchain network and enforce each term of agreement set out in the Smart Contract.

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

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NEXT users.

1.14. **"IPRs"** shall have the meaning as specified in Clause 2.2.9 (2).

1.15. **"KAP-20"** means the name of the technical standard for fungible tokens created on Bitkub Chain.

1.16. **"KAP-721"** means the name of the technical standard for the NFT created on Bitkub Chain.

1.17. **"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.

1.18. **"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.

1.19. **"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 3.2.2 (1).

1.21. **"PINs"** means the electronic personal identification numbers set out by the Developer in order to use the Services under these 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 3.2.2 (3).

1.26. **"Revenue"** means the income generated by the Project which is created by the Developer.

1.27. **"SEC"** means the Office of the Securities and Exchange Commission of Thailand.

1.28. **"Services"** means the services, activities, functions and features provided by Bitkub in connection with Bitkub Chain Developer Center for the Developer.

1.29. **"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.

1.30. **"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.

1.31. **"Developer"** shall mean any person, juristic person, institution or organization who accesses or uses Bitkub Chain and/or any part of the Website.

1.32. **"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.

1.33. **"Verified Project"** shall have the meaning as specified in Clause 3.2.2 (2).

1.34. **"Website"** shall mean the website relating to Bitkub Chain Developers with the address https://developers.bitkubchain.com/ created by Bitkub.

2. Connect and Use of Bitkub Chain Developer Center

2.1. General

2.1.1. In order to use any of our Services, the Developer must register to open the account in Bitkub Chain Developer Center (the "**Account**") by connecting with your Bitkub NEXT account that has been Know-Your-Customer (KYC) or Know-Your-Business (KYB) verified, please refer to [Term and Condition of Bitkub NEXT](#). The system will automatically transfer your information from Bitkub NEXT to Bitkub Chain Developer Center as permitted under the Privacy Notice pursuant to Clause 5.

2.1.2. After connecting Bitkub NEXT, you may be required to provide certain personal information or any information. 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. Bitkub reserves the right to refuse or not proceed with any of your requests if such information is not updated, inaccurate or misleading.

2.1.3. 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 Developer and/or the beneficial owner of each transaction made by the Developer;

(2) Information regarding the Developer'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 Developer agrees to be bound by these TOS and the terms and conditions of the Website in all respects.

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

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

2.2.5. The Developer agrees that Bitkub shall have the limitation of liability as specified in Clause 7.4 (Limitation of Liabilities).

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

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

2.2.8. In the event that the Developer believes that the Developer's Account information has been compromised, hacked or damaged, the Developer must contact Bitkub immediately via email to bitkubchain@bitkub.com

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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 Developer a limited, non-exclusive, non-transferable, revocable 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 Developer is prohibited from using the Content for any purpose other than the ones defined hereunder.

(2) The Developer 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 Developer owns or is entitled to prior to the use of our Services.

(3) The Developer agrees that the Developer 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 Developer relies on for the use of the Services

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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 Developer to enter into any transaction and those decisions are solely made by the Developer.

(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 Developer 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 Developer, and the Developer's interactions with other Developer and third parties, the Developer agrees that the Developer 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 Developer's Account and/or block any transactions or immediately freeze funds without any prior notice, in the case that the Developer's Account is associated with a Prohibited Business, Prohibited Use or Conditional Use.

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2.2.12. Suspension, Termination, and Cancellation

(1) Bitkub, at Bitkub's sole and final discretion, may: (i) suspend, restrict, or terminate the Developer's access to any or all of the Services, (ii) deactivate or cancel the Developer's Account, and/or (iii) terminate these 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 Developer of using the Developer's Account in connection with a Prohibited Use, Prohibited Business or Conditional Use;

(c) The use of the Developer'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 Developer'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 Developer for any use of the Services;

(f) The Developer 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 Developer's Accounts or abusing promotions which Bitkub may offer from time to time; or

(g) The Developer fails or breaches, or Bitkub suspects that the Developer has failed to comply with or breach any of the terms and conditions under these TOS, our policies or instructions that Bitkub notify the Developer from time to time.

(2) If Bitkub suspends or terminates the Developer's Account, terminates the Developer's use of the Services or terminates these TOS for any reason, Bitkub will provide the Developer with notice of Bitkub's actions unless the legal process prohibits Bitkub from providing the Developer with such notice. The Developer acknowledges that Bitkub's decision to take certain actions as defined in these TOS may be based on confidential criteria that are essential to Bitkub's risk management and security protocols. The Developer agrees that Bitkub does not have any obligation to disclose the details of its risk management and security procedures to the Developer in any manner.

(3) If Bitkub suspends or closes the Developer's Account, terminates the Developer's use of the Services or terminates these TOS for any reason, Bitkub reserves the right to require the Developer to complete the verification procedures before removing your account.

(4) The Developer may terminate the Developer's Account at any time by requesting a removal from the Website by contacting bitkubchain@bitkub.com. When the Developer contacts Bitkub please provide Bitkub with all relevant information Bitkub may need to identify the Developer.

(5) The Developer 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 Developer receives information about another Developer through the Services, the Developer shall keep such information in strict confidence and shall only use it in connection with the Services.

(2) The Developer shall not disclose or distribute any of the Developer's information to any third party or use the information except as

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

2.2.14. Developer'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 these 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 Developer 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 Developer 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.

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3. Bitkub Chain Services

3.1. Tool for Project Development

Bitkub allows the Developer to develop the Project by using infrastructure, system, tools and materials as provided on Bitkub Chain Developer Center. For the example of tool for development the Project, please see details as below:

(1) Bitkub Chain Console or BKC Console

This service provides a center for you to access various services such as Software Development Kits (SDKs), InterPlanetary File System (IPFS), Remote Procedure Call (RPC), and more. Please see detail on https://docs.bitkubchain.org/bkc-console.

(2) BKC Oracle

This service will allow you to use the data oracle of Bitkub Chain. Please see details on https://docs.bkcoracle.com/.

(3) 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) Bitkub Chain Faucet

You may use Bitkub Chain Faucet to request tKUB for Testnet Remote Procedure Call (RPC) through Bitkub NEXT every 3 (three) days, and as per further details to be announced by Bitkub.

3.2. Project Verification

3.2.1 Although Bitkub Chain is a public blockchain that allows anyone to use, or allows any project or Dapp to be deployed on and/or integrated with

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Bitkub Chain, you can voluntarily submit your Project to register or verify with Bitkub for display such Project on [Bitkub Chain Ecosystem web page](). Please acknowledge that this service is subject to an annual subscription fee that shall vary depending on the type of your connected Bitkub NEXT account as defined below:

(1) **Bitkub NEXT KYC User:** In case of connected Bitkub NEXT account is registered and verified by the Developer who is an individual, this type of Developer shall be subject to 'Individual Package'.

(2) **Bitkub NEXT KYB User:** In case of connected Bitkub NEXT account is registered and verified by the juristic persons and legal representatives of juristic persons or any person who is authorized agent of the organization user, this type of Developer shall be subject to 'Organization Package'.

Bitkub reserves the right, in its sole and absolute discretion, to determine the rate or details of the subscription fee, cancellation and refund policy. For more information, please refer to the Website.

3.2.2 After submitting the Project as specified in Clause 3.2.1, at Bitkub's sole and final discretion, the Developer'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 shall have the authority to

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control the operation of the platform or part of the Project including freezing the Digital Asset.

(b) In circumstances where the Project is developed by using their own or another Digital Asset, 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 as required by Bitkub but hasn't been verified by Bitkub.

3.3. **Other Service**

Bitkub Chain Developer Center provides other services as the example as specified below:

(1) **Bitkub Chain Explorer or BKCScan**

This service is a blockchain explorer of Bitkub Chain which is a tool that allows users to view and interact with the data stored on Bitkub Chain. It provides a graphical interface for exploring the contents of a blockchain, including transaction histories, block information, and network activity. For more details, please see https://www.bkcscan.com/.

(2) **Validator Node**

This service provides details of being a Validator Node of Bitkub Chain. For more details, please see
https://docs.bitkubchain.org/bitkub-chain-pos/validator-node.

(3) **Source Code of Bitkub Chain**
This service provides information on related source code and functions of Bitkub Chain. For more details, please see https://github.com/bitkub-chain.

4. With your permission

You grant us permission 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 you or your affiliate for the credentialing and/or marketing purposes of Bitkub. You agree that the permission includes the right for us to provide and promote the Services and to make your content available to other users, companies or organizations for the promotion or publication of your content on other media and services. You agree that the permission is free of charge, transferable, perpetual, worldwide and irrevocable to any contents of any kind that are covered by such rights, to the extent necessary for us to exercise all of the rights and obligations assigned to us hereunder.

5. 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.

6. Developer Feedback, Queries, Complaints

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

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7.   General Provision

7.1.   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 these 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.

7.2.   Notices

7.2.1. All communications, notices, demands and other documents to be delivered to the Developer shall, if sent by registered or non-registered mail, or by Bitkub's courier to the address given by the Developer in writing to Bitkub, under household registration, to the Developer's place of business, email address, be deemed to have been duly delivered to the Developer no matter whether it be personally received or non-delivered as a result of the Developer's relocation or removal without any notice in writing to Bitkub or the Developer'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 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 Developer when Bitkub had notified the Developer verbally or by phone. The Developer's mobile/phone number as provided to Bitkub shall be deemed as valid contact and evidence.

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

7.3. **Liabilities and Indemnifications**

7.3.1. 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 Developer contained in these TOS, (ii) any default or breach by the Developer under any agreement or covenant contained in these TOS herein, and (iii) any violation by the Developer of any Applicable Law, in all cases.

7.3.2. If the Developer has a dispute with one or more Developer or any person arisen from our Services, the Developer 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.

7.3.3. Bitkub shall have the right, in addition to other rights hereunder, to demand the Developer be responsible for all Losses suffered arising out of or in connection with these TOS, actions or omissions by the Developer 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.

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7.4. 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 Developer'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 these 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 Developer'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.

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(8) Bitkub shall not assume responsibility and shall not be liable relating to the functionality, security, services or other practices of any person. The Developer are encouraged to read the terms and conditions including other policies published by such person on its websites or otherwise.

(9) The Developer agrees that Bitkub shall not be liable to the Developer, any person for any modification or termination of our Services, including suspension or termination of the Developer's access, except to the extent otherwise expressly set forth herein.

(10) Bitkub shall not be liable to the Developer if the Developer 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.

7.5. Entire Agreement

These TOS and Appendices incorporated by reference herein comprise the entire understanding and agreement between the Developer 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 Developer and Bitkub. Section headings herein are for the purpose of convenience only, and shall not govern the meaning or interpretation of any provision hereof.

7.6. Amendments

7.6.1. Bitkub, at Bitkub's sole discretion and without any advance notice, may amend or modify these TOS, its Appendices, its amendment; provided that Bitkub will take consideration of the Developer's benefit at Bitkub's utmost concern and Bitkub will post on Bitkub's Website or address an email to the Developer the revision. All revisions and amendments shall be effective upon written execution by Bitkub and

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the Developer. The Developer hereby agrees and acknowledges to strictly comply with our terms and conditions (as amended) in these TOS.

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

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

7.7. **Assignment**

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

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

7.7.3. 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 Developer to the third-party entities as part of such merger, acquisition, sale, or other change of control.

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

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

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assignments.

7.8. Severability

If any provision of these 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.

7.9. Survival

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

7.10. Termination

7.10.1. If you fail or breach, or Bitkub suspects that you have failed to comply with or breach any of the terms and conditions under these TOS, Bitkub may, without notice to you: (i) terminate these TOS and/or your Account, and you will remain liable for any Losses and/or amount due under the Services under these 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 these TOS under this Clause 7.10.1 shall trigger the right of Bitkub to terminate the Terms of Official and Verified Project also.

7.10.2. These TOS shall be valid and effective for an indefinite period as long as you still use the Services unless these TOS is terminated pursuant to

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Clause 7.10.1. or as specified otherwise in the Terms of Official and Verified Project.

7.11. Governing Law and Dispute Resolution

These 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 these TOS or any of Services performed hereunder which cannot be amicably resolved by the Developer 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 Center for the time being in force and the conduct of the arbitration thereof shall be under the administration of the Thailand Arbitration Center. The appointing authority shall be the Chairman of the Thailand Arbitration Center. 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.

7.12. 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

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affect the validity and enforceability of any remaining provisions.

7.13.   Disclaimer

7.13.1. 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.

7.13.2. 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.

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

7.13.4. 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 Developer to implement anti-virus software and reliable standardization protection software. The Developer 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 Developer shall beware of the said action and review that such information originates from us.

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

7.14. **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 these 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.

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APPENDIX 1

Prohibited Use, Prohibited Business, Conditional Use

Prohibited Use

The Developer may not use the Developer'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 Developer's Account, the Developer affirms that the Developer shall not use the Developer'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 Developer:** 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

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limitation email addresses, without proper consent.

- **Fraud:** Activity which operates to defraud us, our other Developer 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 Developer 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.

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Prohibited Business

In addition to the Prohibited Uses described above, the Developer 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 Developer is uncertain as to whether or not the Developer's use of Bitkub's Services involves a Prohibited Business, or have questions about how these requirements apply to the Developer, please contact Bitkub at bitkubchain@bitkub.com

By opening the Developer's Account, the Developer affirms that the Developer 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 these 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

Both parties shall enter into the written agreement relating to the prospective collaboration on the Project and such written agreement and other related document and/or agreement shall be the integral part of the term of Official Project and Verified Project (this "**Term of Official and Verified Project**").

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 in this Term of Official and Verified Project shall have the same meanings ascribed to them in the TOS.

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