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BITKUB NFT

Terms of Service

Welcome to Bitkub NFT, where you can sell (primary market), buy (primary market), display, auction, and Mint your NFT(s). Bitkub NFT is developed on Bitkub Chain with utilization of KUB as the Gas Fee to proceed with blockchain transactions. This Terms of Service (this “**TOS**”) constitutes a legally binding agreement made between Bitkub Blockchain Technology Co., Ltd. (“**Bitkub**”, “**Company**”, or “**we**”), a blockchain full solution service provider company and you as the user of Bitkub NFT (the “**User**”, or “**you**”). By using the service or clicking a button to accept or agree to this TOS, you (1) accept and agree to this TOS and 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, disclosure, transfer and other handling of data and information as described in our Privacy Notice as specified in Clause 12. If you do not agree to this TOS, you may not access or use Bitkub NFT. In addition, when using some features of Bitkub NFT you may be subject to specific additional terms and conditions applicable to those features.

Definition

“**Admin**” shall have the meaning as specified in Clause 8.6 (1).

“**Alleged Infringing Copyright Material**” shall have the meaning as specified in Clause 13.5 (2)(a).

“**API**” or “**Application Program Interface**” means a set of defined rules that enable different applications to communicate with each other. It acts as an intermediary layer that processes data transfers between systems, letting companies open their application data and functionality to other persons such as external third-party developers, business partners, and internal departments within their companies.

“**Applicable Law**” means all legally binding laws, statutes, regulations, subordinate legislation, by-laws, orders and other legislative measure 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.

“**BCS**” means Bitkub Creator Studio Token which is a token developed by Bitkub for the Creator to pay for transactions fee on the Creative Studio platform such as Minting NFT and Gashapon.

“**Bitkub Chain**” means a blockchain infrastructure created by Bitkub.

“**Bitkub Content**” shall have the meaning as specified in Clause 2.1.

“**Bitkub Exchange**” means the Digital Asset exchange platform of Bitkub Online Co., Ltd. (<https://www.bitkub.com/en>).

“**Bitkub NEXT**” means a decentralized wallet service provided by Bitkub which is operated on Bitkub Chain.

“**Business Day**” means a day (other than Saturday, Sunday, or public holiday) on which banks are open in Thailand for the general transaction of business of the nature required by this TOS.

“**Conditional Use**” shall mean the activities as specified in Appendix 1.

“**Creative Studio**” means the function in Bitkub NFT that the Creator can use to Mint NFT by use of BCS in exchange of Minting NFT in order to sale or participating in the function provided in Bitkub NFT.

“**Creator**” means the User who uses the Services of Bitkub NFT to Mint his/her/its NFT.

“**Digital Asset**” shall include, but not limited to, cryptocurrency, digital token, Non-Fungible Token and also any other digital assets that fall within the definition of digital assets as/to be described by the SEC.

“**DOPA**” means the Department of Provincial Administration of Thailand.

“**Gambling Act**” means the Gambling Act B.E. 2478 (1935) of Thailand.

“**Gas Fee**” means the fee charged to the user of blockchain in order to engage in a transaction or other operation on blockchain.

“**Gashapon**” means a random NFT whereby the Seller/Creator can place a certain number of NFTs for sale so that a buyer can purchase the Seller/Creator’s NFT collection at random.

“**Host**” shall have the meaning as specified in Clause 8.7 (1).

“**HTTP**” or “**Hypertext Transfer Protocol**” means the communications protocol used to connect a client (e.g., a desktop, laptop, mobile device, etc.) to servers on the internet or a local network (intranet).

“**Infringement Claim Counter-Notice**” shall have the meaning as specified in Clause 13.5 (3).

“**Infringement Claim Notice**” shall have the meaning as specified in Clause 13.5 (2)(a).

“**Intellectual Property**” means the creations of the mind, including but not limited to, the inventions, discoveries, works of authorship, symbols, names, logos, and images used in commerce, domain names, software, algorithms, designs, databases, data, know-how, technology, and/or any other property of similar nature.

“**Intellectual Property Rights**” means the rights, titles, and interests (under any jurisdiction, whether protectable or not, and whether registered or unregistered) in and to the Intellectual Property, including without limitation the patents, copyright and similar authorship rights, moral rights, personal rights (such as performance rights), database rights, mask work rights, trade secret and similar confidentiality rights, design rights, trademarks, the right to register and/or record such rights and its related application, the goodwill associated, and any other intellectual property or proprietary rights.

“**IPFS**” or “**Interplanetary File System**” means a decentralized, Peer-to-Peer file sharing and storage network built on the blockchain. IPFS is often used to store files, websites, applications, and NFT data in a distributed manner, with persistent content identifiers that provide numerous advantages over traditional HTTP arrangements.

“**KAP-20**” means the technical standard for tokens created on Bitkub Chain.

“**KKUB**” means the Wrapped Token of KUB that is built on KAP-20 standard on Bitkub Chain.

“**KUB**” means Bitkub Coin which is a native cryptocurrency of Bitkub Chain issued by Bitkub.

“**KYB**” means Know Your Business (KYB) is the aspect of due diligence that deals with the identity verification of corporate/juristic person customers.

“**KYC**” means Know Your Customer (KYC) is the aspect of due diligence that deals with the identity verification of individual customers.

“**Listing Fee**” shall have the meaning as specified in Clause 8.2 (4).

“**Lucky Pool**” shall have the meaning as specified in Clause 8.7 (1).

“**Mint**” or “**Minting**” means the act of generating or creating token.

“**NFT**” or “**NFTs**” means Non-Fungible Token which is the unique cryptographic token that exists on the blockchain with unique identification codes that distinguish and represent individuals’ identities, properties, rights, and others.

“**Peer-to-Peer (P2P)**” means the transfer of an asset from one person to another person. P2P is also a model in which two or more persons share resources and distribute tasks through a decentralized network, rather than utilizing a centralized server or network.

“**PINs**” means the electronic personal identification numbers set out by the User in order to use the Services under this TOS.

“**Platform Fee**” shall have the meaning as specified in Clause 8.2 (6).

“**Prohibited Business**” shall mean the activities as specified in Appendix 1.

“**Prohibited Use**” shall mean the activities as specified in Appendix 1.

“**Redemption**” shall mean the function in Bitkub NFT which has the mechanism as specified in Clause 8.5.

“**SEC**” means the Office of the Securities and Exchange Commission of Thailand.

“**Seller**” means the User who acts as the seller of NFT in Bitkub NFT. For avoidance of doubt, the Seller and Creator shall be the same person because Bitkub NFT is a primary market where the Seller/Creator is forced to Mint his/her/its NFT before doing any sale (act as the Seller) via Bitkub NFT.

“**Services**” means the services, activities, functions and features provided by Bitkub in connection with Bitkub NFT for the User.

“**Severe Cause**” or “**High Risk**” shall mean the cause that is categorized as High Risk as specified in Clause 1.1 of Appendix 2.

“**Social Dao**” shall have the meaning as specified in Clause 8.7 (1).

“**Store**” shall have the meaning as specified in Clause 8.1 (1).

“**Submission Fee**” shall have the meaning as specified in Clause 8.2 (3).

“**Suspension Notice**” shall have the meaning as specified in Clause 5.2 (1).

“**Thai Digital Platform Law**” shall mean the Royal Decree on the Operation of Digital Platform Service Businesses that are subject to prior notification, B.E. 2565 (2022) (as amended) and the relevant legally binding laws, regulations, notifications, subordinate legislation, by-laws, orders and other legislative measure to such Royal Decree issued by Electronic Transaction Development Agency of Thailand (“**ETDA**”) and Thai authorities.

“**Thai Illegal Computer Data**” means illegal computer data pursuant to Section 14 of Computer-Related Crime Act B.E 2550 (2007) (as amended) of Thailand.

“**User ID**” means the title, name or any other similar kinds that is used to identify the User’s identity while using Bitkub NFT.

“**User’s Content**” means any content posted, owned and controlled by the User in Bitkub NFT.

“**Voting & Poll**” shall have the meaning as specified in Clause 8.7 (1).

“**Website**” means the Bitkub NFT website, the address <https://www.bitkubnft.com/>, and the website which is the sub-domain of Bitkub NFT or in connection of the Services.

“**Wrapped Token**” means a digital token issued by the technological standard of one blockchain to represent the value of Digital Asset from another blockchain (cross-chain use) or, in some cases, to represent the value of Digital Asset(s) from the same blockchain.

1. Connect and Use of Bitkub NFT

1.1. General

- (1) In order to use any of the Services, you, as the User, must connect your Bitkub NEXT account with Bitkub NFT, please refer to the [Terms and Conditions of Bitkub NEXT](#). The system will automatically transfer your information from Bitkub NEXT to Bitkub NFT as permitted under the Privacy Notice pursuant to Clause 12.
- (2) The User is required to provide certain personal information or any other information as requested by us. If there is any document provided by the User to us, the User, at all times, certifies that the document and information contained therein is true, not misleading, accurate and complete, and the User agrees to immediately make an update to us if any information is changed.
- (3) For the purpose of compliance with the Applicable Law and any competent authority, the User agrees to inform and provide information as follows:
 - (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 of which such transaction proceeds through the Services; and
 - (c) any other information as requested by any competent authority or the Applicable Law.

1.2. Minor

In the case of the User being a minor, you may be limited, prohibited, refused to execute, or canceled from any transaction, if (i) you do not obtain consent from the legal guardian; (ii) the transactions requested by you are not permitted under the Applicable Law; or (iii) due to the Seller/Creator's condition.

1.3. Usage

- (1) You agree to be bound by the terms and conditions of this TOS and the terms and conditions of the Website in all respects.
- (2) You shall be responsible for the safeguarding and confidentiality of the PINs, User ID, API keys and password used for the Services including but not limited to

Bitkub NEXT, the Store and any that is given in Bitkub NFT and the Website. You shall be solely responsible for any improper and unauthorized use of the PINs, User ID, API keys and password by any other person if such improper and unauthorized use is caused by you.

- (3) You shall be solely responsible for any loss or compromise of the foregoing information and/or your personal information due to any improper and unauthorized access by any person including the loss or theft of any Digital Asset held in your Bitkub NEXT and in connection with the Services.
- (4) You agree that Bitkub shall have the limitation of liability as specified in Clause 17 (Liabilities and Indemnifications).
- (5) You acknowledge and agree to use adequate security procedures to ensure the confidentiality and protection of your PINs, User ID, API keys and password and to prevent any improper and unauthorized person from using the PINs, User ID, API keys and password in connection with the Services.
- (6) You are solely responsible for keeping your email address, contact information and any other information as requested by Bitkub up to date in your Bitkub NFT profile.
- (7) In the event that you believe that your information in Bitkub NFT is compromised, hacked or damaged, you must contact us immediately via the Main Contact Channel as specified in Clause 13.1 or other contact points that we may announce from time to time. You acknowledge that Bitkub may not announce the changes of Main Contact Channel in advance, but may disclose it through Bitkub NFT and/or the Website which shall be deemed that you have automatically accepted the change of Main Contact Channel when you use Bitkub NFT after such change is announced.

2. Limited License

- 2.1 We hereby grant you 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 “**Bitkub Content**”) solely for purposes permitted by us explicitly. You are prohibited from using Bitkub Content for

any purpose other than explicitly specified hereunder.

2.2 You acknowledge and accept that all the right, title, ownership, and interest in Bitkub Content, all logos related to the Services or displayed on the Website, all Intellectual Property Rights are the properties and rights of which Bitkub has the exclusive rights. For the avoidance of doubt, our Intellectual Property Rights shall not include any Intellectual Property Rights that any of you own or are entitled prior to the use of Bitkub NFT.

2.3 You represent and warrant that you 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 Intellectual Property Rights owned by Bitkub, in whole or in part, without Bitkub's prior written consent.

3. Website Accuracy

3.1 We will not be responsible for any information provided by the third-party and disclosed on the Website. The decision to enter into any transactions and/or use any of the services provided by a third party is voluntarily made by you.

3.2 Links to third-party materials (including but not limited to any third-party websites) may be shown in the Website for your convenience. You acknowledge and agree that we may monitor any aspect of the information, content, or services contained in any third-party materials or on any third-party website accessible or linked to our Website of which we shall have the right to remove any material that we deem appropriate, at all times.

4. Prohibition

4.1 In connection with your use of the Services, and your interactions with other User and third party in Bitkub NFT, you represent and warrant and are obliged that you do not and shall not engage in any Prohibited Use, Prohibited Business, and Conditional Use as defined in Appendix 1.

4.2 We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to comply to any Applicable Law, regulation, sanctions programs, legal process or governmental authority in relation to the Prohibited Use, Prohibited Business, and Conditional Use.

4.3 For sale or auction of NFT in Bitkub NFT, such NFT shall be:

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- (1) A ready-to-use utility token under the definition set out by the Applicable Law; or
 - (2) NFT which is the asset itself, is non-separable when trading or transferring, does not have any additional rights, and is not intended to be used as a medium of exchange, such as NFT created by storing digital files on the Interplanetary File System (IPFS) only.

5. Pause of the User's Content, Suspension and Termination of the Services and the Store

5.1 Pause of the User's Content

(1) Causes for Pause Content

Bitkub shall take action to pause the User's Content if the User or the User's Content commits any offense or has aspect pursuant to the 'Offense Category and Severity to Suspend or Terminate Services', in all or in part, as specified in Clause 1 of Appendix 2, by pausing the User's Content immediately. In addition to the causes as specified in Clause 1 of Appendix 2, Bitkub shall have the right to pause the User's Content if any of the following occurred:

- (a) we are required by a valid subpoena, court order, or binding order of a government authority to do so;
- (b) we, in our sole discretion, reasonably believe that any part of the User's Content causes any damages, loss, inappropriate environment, nuisance or disturbance to Bitkub NFT or the Services; or
- (c) we reasonably believe or find that the User's Content breaches any provision of this TOS.

(2) Objection and Procedure for Pause of the User's Content

If we decide to implement the pause of the User's Content due to any circumstance under Clause 1 of Appendix 2 and/or Clause 5.1 (1) above, the subsequent procedures are as follows:

- (a) the User may object our decision by sending your written objection with sufficient and acceptable evidence to us via the Main Contact Channel as specified in Clause 13.1 within 7 (seven) days from the date that we pause such User's Content.

- (b) After reviewing your objection under Clause 5.1 (2)(a), if we decide to cancel the pause of User's Content, we shall return the User's Content and access to the Services with all information, content and material 'as is' before the pause of the User's Content was made, and within reasonable time.
- (c) After reviewing your objection under Clause 5.1 (2)(a), if we decide that the evidence is not sufficient and acceptable, we shall remove such User's Content.
- (3) If we decide to pause and/or remove the User's Content, the impact of the action in connection with the Services shall have the result as specified in Clause 4 of the Appendix 2. For avoidance of doubt, the action to pause the User's Content under this Clause 5.1 shall not prejudice the right of Bitkub to take action in Clause 5.2 or termination of Services as specified in Clause 23.

5.2 Suspension and Termination of Store

(1) Causes for Suspension of the Store

Bitkub shall take action to suspend the Store if the User or the User's Content commits any offense or has the aspect pursuant to the 'Offense Category and Severity to Suspend or Terminate Services', in all or in part, as specified in Clause 1 of Appendix 2. Bitkub shall deliver a suspension notification at the time or before the suspension is made by informing reasons for suspension (the "**Suspension Notice**"). In addition to the causes as specified in Clause 1 of Appendix 2, Bitkub shall have the right to suspend the Store if any of the follow occurred:

- (a) we are required by a valid subpoena, court order, or binding order of a government authority to do so;
- (b) we, in our sole discretion, reasonably believe that any part of the User's use of Bitkub NFT or the Services causes any damages, losses, inappropriate environment, nuisance or disturbance; or
- (c) we reasonably believe or find that you breach any provision of this TOS.

(2) **Procedure for Suspension of Store:**

If we decide to implement suspension of the Store due to any circumstance under Clause 1 of Appendix 2 and Clause 5.2 (1) above, the subsequent procedures are as follows:

- (a) the User may object our decision by sending your written objection with sufficient and acceptable evidence to us via the Main Contact Channel as specified in Clause 13.1 within 7 (seven) days from the date that the User obtains the Suspension Notice.
 - (b) After reviewing your objection under Clause 5.2 (2)(a), if we decide to cancel such suspension, we shall return the Store and access to the Services with all information, content and material ‘as is’ before the suspension was made, and within reasonable time.
 - (c) After reviewing your objection under Clause 5.2 (2)(a), if we decide that the evidence is not sufficient and acceptable, we shall proceed the termination of the Services and Store as specified in Clause 5.2 (4).
- (3) If we decide to implement the suspension of the Store, the impact of the suspension in connection with the Services shall have the result as specified in Clause 2 of the Appendix 2
- (4) **Procedure relating to Termination of Services and the Store:**
Bitkub has the right to terminate the Services, in all or in part, which is also applicable with the Store, pursuant to the reason, procedure and method as specified in Clause 23.2 including the immediate termination of Services as specified in Clause 23.3, please see Clause 23 (Termination).

6. Privacy of Others

- 6.1 If you receive information about another User while using the Services, you shall keep such information in strict confidence and shall use it in connection with the Services only.
- 6.2 You shall not disclose or distribute any User's information to any third party or use the information except as reasonably necessary to effectuate a relevant transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting

unless you receive the advance express written consent to do so.

- 6.3 You shall indemnify and hold Bitkub harmless from any complaint or claims arisen from other User and/or any third-party from use of information in this Clause 6 including but not limited to any damages from the use of those information that you receive.

7. 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, Special Designated Nationals List maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), or Thai designated list issued by Anti-Money Laundering Office of Thailand, or in violation of any anti-money laundering law;
- (4) you have carefully and thoroughly read and understood this TOS; and
- (5) your access and use of the Services is in accordance with the Applicable Law.

8. NFT Services / Creative Studio Services

8.1 Open Store

- (1) Bitkub NFT platform is the platform that facilitates the User for buying, selling and auctioning NFT. In order to Mint NFT for sale or auction in Bitkub NFT, the User shall use their Bitkub NEXT account that is connected with Bitkub NFT to open the store (the “**Store**”) which shall be subject to the fee as imposed by Bitkub for opening the Store.
- (2) The User must complete a KYC or KYB process in Bitkub NEXT in order to open the Store.

- (3) The Seller/Creator or Admin of the Store shall purchase BCS by use of KKUB, such BCS shall be utilized as a fee to implement available functions as shown in the Creative Studio system.
- (4) The Seller/Creator shall be responsible for any Gas Fee collected via the transaction occurred from the Store.

8.2 Mint, Buy, Sell and Auction NFT

- (1) The User shall be responsible for all transactions or communication made in Bitkub NFT.
- (2) The Seller/Creator must place NFT for sale and/or auction following the procedure as specified in this Clauses 8.2 and 8.3. The sale and/or auction of NFT is prohibited if the sale and/or auction (i) violates the Applicable Law, (ii) infringes any Intellectual Property Rights; or (iii) violates any provision under this TOS.
- (3) Before each NFT Minting, the Seller/Creator must go through a verification process assessed by Bitkub's team. The verification process involves a pre-review of the NFT name, description, and information. The NFT's Intellectual Property Rights shall be subject to Clause 9 (Ownership and Intellectual Property Rights). The verification process is subject to applicable fee at the rate set out by Bitkub (the "**Submission Fee**"). If the verification process has been rejected, Bitkub will reimburse the Submission Fee.
- (4) Under the verification process, Bitkub shall review and may approve or reject the uploaded NFT pursuant to our internal policy and criteria. After approval of the verification process, the Seller/Creator can list the NFT for sale and set a fixed price to sell or floor price to auction the NFT. The listings for sale of NFT are subject to applicable fee at the rate set out by Bitkub (the "**Listing Fee**"). All Listing Fee are collected at the time of listing for sale of NFT.
- (5) The Seller/Creator may choose to sell the NFT for a fixed price in Thai Baht and/or KKUB or by any other method imposed by Bitkub. For more information on payment, please refer to Clause 11 (Payment).

- (6) Bitkub shall collect a platform fee charged from the sales price from each and every NFT sale in Bitkub NFT at the rate set out by Bitkub which the Seller/Creator shall be responsible for paying such fee (the “**Platform Fee**”). For the avoidance of doubt, the buyer shall pay in the amount of sale price but the Seller/Creator shall receive in the amount after deducting the Platform Fee.

8.3 Auction

- (1) For the NFT auction, the Seller/Creator must set a floor price, minimum bidding price, and the bidding period.
- (2) The Seller/Creator may cancel the auction of each NFT only before the bidding has been placed. If the bidding has been placed, the NFT shall be retained and unable to withdraw until the auction ends.
- (3) The Seller/Creator shall be prohibited from placing bids on his/her/its NFT auction.
- (4) The rules and system procedure of auction shall be controlled by Bitkub. Bitkub reserves the right to cancel scheduled auctions in any order. Once Bitkub has canceled such auction, Bitkub shall reimburse only the bidding amount to the bidders.
- (5) The bidder shall make a bid by entering the total bidding amount within the bidding period. Each bidding shall be subject to Gas Fee. If two bidders offer the same price, the early bid shall be considered a higher bid. The bidder’s bid shall be binding and may not be lowered or canceled until invalidated by a higher bid. If there is a higher bidder within 15 (fifteen) minutes before the end of the bidding period, the bidding period may be extended according to the Seller/Creator’s discretion. After the end of bidding period, (i) the highest bidder shall be entitled to claim such NFT instantly via the available function; or (ii) in the case that the highest bidder does not claim the auctioned NFT by available function, the Seller/Creator can use available function to release the auctioned NFT after 7 (seven) days from the date of end of auction. For avoidance of doubt, if the Seller/Creator does not use available function to release the auctioned NFT, the highest bidder can still claim such NFT instantly via the available function.

8.4 Gashapon

- (1) Before the release of the Gashapon, the Seller/Creator must go through the verification process reviewed by Bitkub's team. The verification process is in accordance with the criteria set out by Bitkub.
- (2) The Seller/Creator may choose to sell the Gashapon for a fixed price in Thai Baht and/or KKUB or by any other method imposed by Bitkub. For more information on payment, please refer to Clause 11 (Payment).
- (3) The verification process is subject to the Gas Fee and Submission Fee set out by us with no refund.
- (4) The Seller/Creator may withdraw the NFT from the Gashapon feature at any time except during the verification process and sale period. The withdrawal process is subject to the Gas Fee and such paid Gas Fee shall not be refunded.
- (5) ***Gashapon Whitelist***: The Seller/Creator may create an exclusive Gashapon that only the User set out by the Seller/Creator can buy such Gashapon.

8.5 Redemption

- (1) The NFT may be used by the User as collectibles and/or to redeem the special rewards provided and determined by the Seller/Creator. The Seller/Creator who uses this function shall be subject to the additional fees as announced by Bitkub from time to time.
- (2) The rewards may be redeemed by using NFT pursuant details and conditions as determined by the Seller/Creator. The Seller/Creators may opt to have different tiers of NFTs in terms of rarity which may also impact their value and redemption rights.
- (3) The Seller/Creator shall be solely responsible to obtain a license from the DOPA for any activity which falls under the requirement to obtain the license as prescribed under the Gambling Act. For more information about licenses under the Gambling Act please visit DOPA's official website at https://www.dopa.go.th/main/web_index

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- (4) Bitkub, in its sole discretion, may send notice, suspend and/or take down or remove any activity which fails to comply with the Applicable Law pursuant to the method and procedure as specified under this TOS.
 - (5) The Seller/Creator shall not use the Redemption to intentionally or unintentionally violate any Applicable Law.
 - (6) The Seller/Creator shall indemnify and hold Bitkub harmless from and against all claims, damages, losses arising out of and/or resulting from the activity in connection with Redemption.
 - (7) Bitkub will not be liable for any reward redemption provided and determined by the Seller/Creator. The reward redemption obligation shall be a contractual obligation between the Seller/Creator and the buyers (other User) only.

8.6 Admin Management

- (1) The Seller/Creator may assign and give access to his/her/its representative (the “**Admin**”) to manage the Store to the extent permitted by available function set out by Bitkub.
- (2) The Seller/Creator may select different levels of authority given to the Admin.
- (3) The authorization of Admin is given by the Seller/Creator’s own discretion. Bitkub shall not be responsible for any loss or damages arising out of the Admin’s actions.

8.7 Social DAO

- (1) Social DAO is a microsite in connection with Bitkub NFT (“**Social Dao**”) whereby Bitkub provides a feature as an online space for the Seller/Creator or Bitkub (the “**Host**”) to host voting poll (the “**Voting & Poll**”) or digital activities so called Lucky Pool (the “**Lucky Pool**”) and allow other User to claim for reward.
- (2) The Host shall be solely responsible for obtaining a license from the DOPA for any the activity which falls under the requirement to obtain the license as prescribed under the Gambling Act. For more information about licenses under the Gambling Act, please visit DOPA’s official website at

https://www.dopa.go.th/main/web_index.

- (3) Bitkub, in its sole discretion, may pause, remove, suspend and/or take down any Voting & Poll or Lucky Pool which fails to comply with the Applicable Law pursuant to the method and procedure as specified under this TOS.
- (4) You shall not use the Social Dao, Voting & Poll or Lucky Pool to intentionally or unintentionally violate the Applicable Law.
- (5) The Host shall indemnify and hold Bitkub harmless from and against all claims, damages, losses arising out of and/or resulting from the use of Social Dao or arrangement of Voting & Poll or Lucky Pool.
- (6) The User agrees that the User participates in the Voting & Poll or Lucky Pool at their own discretion and appropriately understands the accuracy, completeness, and usefulness of any risks and information.
- (7) The Host can stipulate the rules of Voting & Poll or Lucky Pool and the rewards for participating in Voting & Poll or Lucky Pool shall be provided by the Host. However, Bitkub shall not be liable for any reward provided by the Seller/Creator (in the case that Bitkub is not the Host). The obligation to give reward shall be contractually bound between the Host and the User only.
- (8) Bitkub reserves the right to (a) refuse; (b) proceed; (c) cancel; or (d) take any action to suspend any subscription, unsubscription, or submission of transaction as required by the Applicable Law or in response to a subpoena, court order, or other binding government order; or to enforce transaction limits in our sole discretion that shall be absolute and final.

8.8 Further Detail of Bitkub NFT

- (1) For more detail of the User, please see <https://medium.com/allaboutbitkubchain/bitkub-nft-แพลตฟอร์มศูนย์รวม-nft-บน-bitkub-chain-244ddae004b8> or other channels that Bitkub shall announce from time to time.

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- (2) For more detail of the Seller/Creator, please see <https://medium.com/allaboutbitkubchain/bitkub-nft-creator-studio-สร้าง-nft-พร้อมเปิดร้านค้าด้วยตัวคุณ-fd07f20c7cdb> or other channels that Bitkub shall announce from time to time.
- (3) For other detail, please see on [Facebook](#), [Medium](#) or other channels that Bitkub shall announce from time to time.

9. Ownership and Intellectual Property Rights

- 9.1 By purchasing an NFT, the User owns the NFT that is associated with certain digital media, but you do not own any Intellectual Property Rights in such NFT except for the license granted expressly set forth by the Seller/Creator. You bear full responsibility for verifying the authenticity, legitimacy, and identity of any NFT you purchase on Bitkub NFT. We make no guarantee or promise about the authenticity, legitimacy, and identity of your NFT.

In certain circumstances, we may help to provide you with information about the Seller/Creator of NFT subject to our sole discretion and the extent permitted by the Applicable Law. For further details regarding request of information, please refer to Clause 13 (User Feedback, Queries, Complaints).

- 9.2 For the Seller/Creator, by minting, selling, auctioning or providing the NFT through Bitkub NFT, you hereby represent and warrant that you own all legal right, title, and interest in all Intellectual Property Rights of such NFT, or you are legally authorized by the intellectual property owner to Mint, sell, or provide such NFT on Bitkub NFT.
- 9.3 Bitkub has the right to pause, remove, or refuse to upload or post any of User's Content if we have reasonably believed that User's Content infringes any Intellectual Property Rights of any person or entity or could create liability for Bitkub or other User pursuant to the terms and conditions under this TOS.
- 9.4 Bitkub is not obligated to monitor any infringement of Intellectual Property Rights and will have no duty to review the content of NFT (relating to infringement of Intellectual Property Rights) before it is posted in Bitkub NFT. Accordingly, Bitkub shall not be liable to any action regarding transmissions, communications, or content provided by any User. If you believe that your work has been copied in a way that violates copyright infringement, please see the instructions relating to the Infringement Claim Notice as provided in Clause 13.5.

10. Permission to Use

You grant us permission to use, access, store, copy, display, publish, adapt, and modify your NFT for provision of Services. You agree that the permission includes the right for us to provide and promote Bitkub NFT and to make your User's Content available to any person. You agree that the permission is free of charge, transferable, perpetual, worldwide, and irrevocable to the extent necessary for us to exercise all of the rights and obligations assigned to us hereunder.

11. Payment

- 11.1 You shall be entitled to make payment for the NFT by using various methods made available on Bitkub NFT.
- 11.2 **Digital Asset Payment:** Digital Asset payments (which is the closed-system and not purported to be used for payment methods for general goods and services, but limited to NFT on Bitkub NFT only) are processed through your Bitkub NEXT account. You must provide and maintain valid payment information with connection to your Bitkub NEXT account (as defined with Bitkub NEXT Terms of Services) with us.
- 11.3 **Fiat Payment:** Fiat payments are processed through a third-party payment gateway system and you shall follow our procedure before you can use fiat payment. The service of the third-party payment gateway may be subject to additional charge of pay-in and pay-out transaction fees set out by such third-party. The User hereby grants Bitkub her/his/its consent and agrees to use, allow and authorize Bitkub to provide the third-party with the User's personal data to facilitate the User's use of the Services. Further, the User authorizes Bitkub to use the User's personal data to make any inquiries we consider necessary to validate the User's identity with appropriate entities such as bank for the purpose of fiat payment. Bitkub will be the only representative to send such information to the third-party payment to achieve the purpose of fiat payment. For more information on the disclosure of information, please refer to Clause 12 (Privacy Notice).
- 11.4 Any transactions occurring on Bitkub NFT will be subject to fees as specified in this TOS and additional fee as set out or changed by Bitkub from time to time. For avoidance of doubt, if this TOS does not mention to cover any Gas Fee that should be charged from the User to perform transaction on blockchain via Bitkub NFT and the Services, the User agrees and accepts that the User shall be subject to payment of such Gas Fee to perform transaction on blockchain and/or charged by Bitkub. You represent and warrant that you

are authorized to use such a payment method. Your order may be suspended or canceled for any reasonable reason at discretion of Bitkub and/or third-party payment gateway, including the case that the payment method cannot be verified. We do not provide refunds any purchases made through Bitkub NFT in any cases.

- 11.5 You will be solely responsible to pay any purchases, expenses, charges, fee or any other relevant taxes claimed or imposed by any governmental authority associated with your use of Bitkub NFT and Services.
- 11.6 The buyer may only change their preferred method of payment between the Digital Asset payment or fiat payment for their purchase prior to making payment.

Please note that the Platform Fee and Gas Fee that we deduct from the purchase are subject to the rate set out by Bitkub, and Bitkub reserves the right to adjust the rate of the Platform Fee and Gas Fee from time to time. Bitkub, as the platform, is not liable for any other chargeable fees imposed by the Seller/Creator, including but not limited to royalties.

See more payment details at [here](#)

12. Privacy Notice

Please refer to our Privacy Notice (For User, available [here](#) and for Seller/Creator, 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. Please note that Bitkub will only access and use your personal data and other data given by you occurred from use of the Services either by access or use in technical aspect or by contractual relationship including retention of data after the termination of Services pursuant to the Privacy Notice.

13. User Feedback, Queries, Complaints

- 13.1 **Main Contact Channel:** if you have any feedback, questions, complaints, or any communication to convey to us, please contact us via our live chat, Customer Support email at bitkubnft@bitkub.com, or write to us at Bitkub Blockchain Technology Company Limited which is located at No. 2525, FYI Tower 2, 11th floor, Unit 2/1101-2/1107, Rama 4 Road, Klongtoei Sub-district, Klongtoei District, Bangkok 10110 Thailand, or online chat with us at our Facebook page at facebook.com/bitkubnft.

13.2 **Acknowledgement of Complaint:** upon receipt of a complaint submitted by the User via the Main Contact Channel, we shall contact the User within 7 (seven) Business Days to acknowledge the complaint and provide an estimated timeframe for handling such complaints.

13.3 When the User contacts us, please provide us with your name, email, phone number, wallet address, the explanation of the feedback, questions, and/or complaint, and the evidence (if any) on which the User has feedback, questions, or complaints.

If the User submits the complaint, please acknowledge the timeline for handling the complaint as below:

(1) **Timeframe for Handling the Complaint**

We will investigate the complaint within the day of receiving the complaint. The timeline for handling the complaints is within 14 (fourteen) Business Days.

(2) **Resolvable of the complaint and Judgment**

We will notify you of the result of the complaint within 3 (three) to 5 (five) Business Days from the date that the complaint is resolved. If we find that the complaint is valid and we have to take a measure to prevent damages, we will proceed with the relevant provision under this TOS such as suspension and termination of the Store, pause or removal of content, or take down notice.

(3) **Unresolvable Complaint**

For unresolvable complaint, Bitkub may spend the time to handling such unresolvable complaint more than time as specified in Clause 13.3 (1) and shall notify the User that the complaint is under the complaint handling process of which such notification shall be repeatedly delivered in every 7 (seven) Business Days until Bitkub can notify the result of complaint as specified in Clause 13.3 (2).

13.4 **Take Down Notice due to Thai Illegal Computer Data**

Please find the procedure for take down of Thai Illegal Computer Data [here](#). The review and examination of take down shall be considered by Bitkub's Team (human review).

13.5 **Copyright Infringement Claims**

(1) **Disclaimer:**

- (a) Before proceeding, please consider whether or not the use of copyright could be considered fair use under the Applicable Law. If you knowingly or materially misrepresent that a material is infringing, you may be liable to damages under the Applicable Law, and your use of Services and User's Content may be paused, removed, suspended or terminated pursuant to Clauses 5 and 23.
- (b) For avoidance of doubt, we, in our sole discretion, reserve the right to take down only the Alleged Infringing Copyright Material that explicitly appears in Bitkub NFT.

(2) **Infringement Claim Notice**

(a) **Delivery of Infringement Claim Notice**

If you are a copyright owner or an agent of the copyright owner and believe that any material in the Services, or Bitkub NFT infringes upon your copyright-protected work (the “**Alleged Infringing Copyright Material**”), you may contact us via the Main Contact Channel by delivering to us a takedown notice of the Alleged Infringing Copyright Material (the “**Infringement Claim Notice**”) and providing us with the following information:

- Contact information, including your legal name, address, telephone number, and email address;
- A description of the Alleged Infringing Copyright Material and where it is located;
- A statement by you that you have a good faith belief that the use of the Alleged Infringing Copyright Material is unauthorized and that you are the copyright owner of the Alleged Infringing Copyright Material or authorized to act on the copyright owner's behalf;
- A statement by you that the above information in your Infringement Claim Notice is true and accurate; and

- An electronic or physical signature of you or the person authorized to act on behalf of the copyright owner.

(b) **Action upon Receipt of Infringement Claim Notice**

Upon receipt of the Infringement Claim Notice, we shall:

- Send a copy of the Infringement Claim Notice to the User who posted the Alleged Infringing Copyright Material to allow such User to object by providing a counter-notice as specified below; and
- Suspend access to the Alleged Infringing Copyright Material within reasonable time.

(3) **Infringement Claim Counter-Notice**

Delivery of Infringement Claim Counter-Notice

If you obtain the copy of the Infringement Claim Notice, and you believe that your Alleged Infringing Copyright Material is not infringing or you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the Applicable Law to use the material, you may send a counter-notice to us (the "**Infringement Claim Counter-Notice**") via the Main Contact Channel and providing us with the following information:

- Contact information, including your legal name, address, telephone number, and email address;
- A description of the Alleged Infringing Copyright Material which was suspended;
- A statement that you are the copyright owner or authorized to act on the copyright owner's behalf and evidence of;
- A statement by you that the above information in your Infringement Claim Counter-Notice is true and accurate; and
- An electronic or physical signature of you or the person authorized to act on behalf of the copyright owner.

(4) Action upon Receipt of Infringement Claim Counter-Notice

Upon receipt of the Infringement Claim Counter-Notice, we shall:

- (a) Send a copy of the Infringement Claim Counter-Notice to the User who made the Infringement Claim Notice and inform them that the Alleged Infringing Copyright Material will be unsuspended after a period of 30 (thirty) days from the date of our receipt of the Infringement Claim Counter-Notice; and
 - (b) Unsuspend the Alleged Infringing Copyright Material within 15 (fifteen) days after the such period of 30 (thirty) days as specified in Clause 13.5 (4)(a), unless the copyright owner or its agent submits Bitkub the obvious and sufficient evidence (such as a certified true copy of the filed complaint) showing that such copyright owner or its agent has filed the complaint against such Alleged Infringing Copyright Material to the competent court. However, you agree and accept that Bitkub may not unsuspend such Alleged Infringing Copyright Material if we, by our sole discretion, review that such Alleged Infringing Copyright Material violated our internal policy and create risk with us.
- (5) ***Repeat Infringer Policy:*** if we receive 2nd (second) or more Infringement Claim Notices from a copyright owner or their authorized representative and we have reasonable belief that such User has infringed on the other User's copyright, the Store or any part or all of use of Services associated with such infringement will be terminated pursuant to Clause 23.

13.6 Recommendations of the Electronic Transactions Development Agency (ETDA)

If you experience any issues using the Services provided by us, please contact Bitkub Blockchain Technology Co., Ltd., located at No. 2525, FYI Tower 2, 11th floor, Unit 2/1101-2/1107, Rama 4 Road, Klongtoei Sub-district, Klongtoei District, Bangkok 10110 Thailand, Tel: 02-032-9538. However, if the issue has not been resolved within the time frame specified, you can contact ETDA at Online Help Center (1212ETDA), Hotline 1212 (24 hours), or Email: 1212@mdes.go.th to give advice and receive such complaints.

13.7 Pursuant to the Thai Digital Platform Law if the User wants to notify Bitkub to proceed with illegal good, service or content of which the User sees that it is illegal under the Applicable Law, other than the Take Down Notice due to Thai Illegal Computer Data pursuant to Clause 13.4 and Copyright Infringement Claims in Clause 13.5 which have specific content for notification, in order to request Bitkub to suspend or terminate the Services pursuant to Clause 5.2 and 23, the User shall implement the required items with such notification as follows:

- (1) making the notification in writing with electronic signature of the User who notifies;
- (2) the User represents that the statement under such notification is true;
- (3) specifying the following information used for such notification as follows:
 - contact information of the User who makes the notification such as phone/mobile number, email or method or channel to contact such User;
 - sufficient explanation and evidence to show that the alleged good, service or content violates the Applicable Law; and
 - Example of alleged good, service or content and place of alleged good, service or content with the reasonably sufficient detail of which Bitkub can implement next step with such alleged good, service or content such as URL of the alleged good, service or content.

If Bitkub reviews and decides to suspend or terminate the Services pursuant to this Clause 13.7, Bitkub shall notify to the alleged User who disseminates illegal good, service or content to give opportunity to object of which the procedure for objection shall be subject to Clauses 5.2 (2), 5.2 (4) and 23.

14. Information Disclosure

In the event that we are requested or required by the Applicable Law, any competent authority or any order of 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

services or the conduct of transactions with Bitkub; (2) your transaction hereunder; (3) the purpose of transaction and the connection and the use of Bitkub NFT; (4) any other information and/or transaction related to this document to (a) the government agency of Thai and/or foreign state (b) regulators (c) counterparty (d) affiliates (e) staff or employee of Bitkub and affiliate. In addition, you give a consent to Bitkub to verify your information or do any necessary act if it is requested or required by the Applicable Law, any competent authority, or any order of court of competent jurisdiction or government agency or any obligation or agreement.

15. Notices

15.1 **To the User:** All communications, notices, correspondence and documents to be delivered to you shall be sent or communicate pursuant to the information given by you i.e. detail of personal delivery, address, email and phone number, and any communication and notice sent to you shall be deemed to be given by Bitkub and received by you:

- (1) if delivered in person or by hand, at the time of delivery;
- (2) if sent by registered mail, on the 3rd (third) day following the date of posting;
- (3) if sent by e-mail transmission, when transmitted to you; or
- (4) if communicate verbally or by phone to you.

if Bitkub delivers written communication, notices, correspondence and documents to you via the method in Clause 15.1 (1) - (3) pursuant to the information given by you to Bitkub, it shall be deemed as delivered and received by you no matter you have relocated or changed email address or address or do any other act that impact the accuracy of delivering notice without prior written notice to inform Bitkub.

In the event that you fail to give any response to our communication, notices, correspondence and documents, either in verbal or written, within a period of time as prescribed by Bitkub, you agree that we shall be entitled to implement the action under this TOS and/or as informed to you in written documents or verbal communication and we shall not be liable for any loss, damage, cost or expense suffered by you as a result of that implementation unless it arises from gross negligence or willful misconduct made by Bitkub.

- 15.2 **To Bitkub:** All communications, notices, correspondence and other documents to be delivered to Bitkub must be in legible writing and in Thai or English and sent to the address and channel as specified in the Main Contact Channel in Clause 13.1 or any other channel that Bitkub shall inform from time to time.

The notice sent pursuant to this Clause 15.2 to Bitkub shall be deemed to be given by the User and received by the Bitkub:

- (a) if delivered in person or by hand, at the time of delivery;
- (b) if sent by registered mail, on the 3rd (third) day following the date of posting; or
- (c) if sent by e-mail transmission, when transmitted to Bitkub, provided that the User receives a transmission control report indicating that the notice has been sent in its entirety without error.

but if the delivery or receipt is on a day which is not a Business Days or is after 5.00 p.m. (the Bitkub's time), it shall be deemed as received at 9.00 a.m. on the following Business Days of Bitkub.

16. Computer Viruses and other Interruptions

Bitkub shall not bear any liability, whatsoever, for any damages or interruptions caused by any computer viruses, spyware, scareware, trojan horses, worms, or other malware that may affect your computers or other equipment, or any phishing, spoofing, or other attacks.

We recommend you to implement anti-virus software and reliable standardization protection software on a regular basis. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks, thus you should use care when reviewing messages purporting to originate from Bitkub. Hence, you shall beware of the aforementioned activities and ensure that such information originates from us.

17. Liabilities and Indemnifications

Unless agreed otherwise in this TOS, 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 loss, damages, compromise, or any other similar events occurred to your Bitkub

Next, Store, confidentiality of your material information in connection with the use of Bitkub NFT and Services (such as PINs, User ID, public API or password), assets, and all types of property and asset in connection with use of Bitkub NFT and Services unless it arises from gross negligence or willful misconduct made by Bitkub;

- (2) To the maximum extent permitted by the Applicable Law, Bitkub's aggregate liability for any incidental, consequential, punitive, special or other indirect damages arising out of or related to this TOS and the Services, whether in contract, tort, or under any theory of liability, claim or action shall not exceed THB 100,000 (One Hundred Thousand Baht);
- (3) Bitkub shall not assume or be responsible and liable to, in all circumstances, any loss, damages, compromise, or any other similar events occurred due to any illegal and unauthorized purpose and shall not be liable to any action taken to prevent or eliminate any offense as specified in [Appendix 2](#);
- (4) Bitkub shall not bear any liability, whatsoever, for any damages or interruptions caused by any computer viruses, spyware, scareware, trojan horses, worms or other malware that may affect your computers or other equipment, or any phishing, spoofing or other attacks;
- (5) Bitkub shall not be responsible for monitoring or controlling payment transactions, and no transactions can be reversed;
- (6) Bitkub will not be liable to you or any person for any loss, claims or damages arising from any transaction between you and any person in Bitkub NFT unless it arises from gross negligence or willful misconduct made by Bitkub;
- (7) You acknowledge that we do not have control over, or are liable to the delivery, quality, safety, legality, or any property, assets, goods, or the services that you may purchase or redeem from or sell to any person in Bitkub NFT or via use of Services;
- (8) Bitkub shall not be responsible, in all circumstances, for ensuring that a buyer or a seller you may transact with, will actually complete the transaction or is authorized to do so unless such incident occurred from our error;

- (9) Bitkub shall not assume responsibility and shall not be liable to the functionality, security, services or implementation of any person. You are encouraged to read the terms and conditions including other policies published by such person on its websites or otherwise;
- (10) You agree that Bitkub shall not be liable to you or any person for any modification, suspension or termination any of the Services, including suspension or termination of your access to the Store if Bitkub has the right to block your access your Store;
- (11) Bitkub shall not be liable to you if you are not or shall not be qualified to open and/or use the Store or post any User's Content; and
- (12) The User shall indemnify and hold Bitkub harmless from and against all claims, damages, losses arising out of and/or resulting from the use of the Services unless it arises from gross negligence or willful misconduct made by Bitkub.

18. 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 any prior versions of terms of services entered into between the User and Bitkub before this TOS is in full force and effect. Section headings herein are for the purpose of convenience only, and shall not govern the meaning or interpretation of any provision hereof.

19. Amendments

- 19.1 ***Procedure for Amendment of Terms and Conditions Set Out by the Thai Digital Platform Law:*** Bitkub, in our sole discretion, may amend this TOS, its Appendices or integral part thereof; provided that if such amendment is the matters set out by the Thai Digital Platform Law to notify ETDA and notify the User, Bitkub shall perform as follows:

- (1) notify detail of such amendment to the User in writing via website page Bitkub NFT which will be easily visible;

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- (2) notify the date of which such amendment shall be in full force and effect to the User and such notification of amendment shall be delivered to the User no less than 15 (fifteen) days before such amendment becomes in full force and effect, unless:
- (a) such amendment is made due to compliance of Applicable Law or lawful order issued by the relevant authorities which cause Bitkub to be unable to notify within such 15 (fifteen) days period;
 - (b) such amendment solves problem arisen from use of the Services;
 - (c) such amendment reduces burden or increase privilege of the User;
 - (d) such amendment covers new Services or to modify existing Services to be better; or
 - (e) such amendment prevents unforeseeable and close danger that may occur to Bitkub NFT, the Services or its User from fraud, spread of malware and spam, breach of data or other risk relating to cybersecurity;
- (3) notify to the User:
- (a) the right in connection with the termination of this TOS including the procedure and result occurred from exercising or not exercising such right before the amendment of TOS is in full force and effect; and
 - (b) the notification of such right as specified in Clause 19.1 (3)(a) shall be done no less than 15 (fifteen) days before such amendment becomes in full force and effect. In the case that the User must do technical or commercial modification in conformance with such amendment, it shall be deemed as uncommon case of which Bitkub shall notify the User more than 15 (fifteen) day (the actual day shall be set out relying on reasonable circumstance) before the amendment of TOS is in full force and effect;
- (4) notify ETDA pursuant to the content and procedure set out by the Thai Digital Platform Law; and

- (5) Bitkub shall not enforce such amendment of term and condition made pursuant to this Clause 19.1 that shall have retroactive effect to impact any right of the User unless required by the Applicable Law or lawful order; or giving more benefit to the User.

19.2 ***Procedure for Amendment of Terms and Conditions Other Than the Matters as Required by Thai Digital Platform Law:*** Bitkub, in our sole discretion, may amend this TOS, its Appendices or integral part thereof for the Clauses that are not required by the Thai Digital Platform Law to proceed pursuant to Clause 19.1; provided that Bitkub shall notify detail of such amendment to the User in writing via Bitkub NFT page which will be easily visible.

19.3 You agree that we shall not be liable to you or any third party for any modification or termination of the Services, including suspension or termination of your access, except to the extent otherwise expressly set forth herein.

20. Assignment of Rights and Obligations

20.1 You shall not assign the rights and/or obligations under this TOS and those in connection with the Services and the use of Services, in any events and by any means, except the written consent of Bitkub is obtained.

20.2 We reserve the right to transfer our rights and/or obligations to any persons, and the User agrees not to make any claims against Bitkub.

20.3 In the event that Bitkub is acquired by or merged with a third party, or the sale of Bitkub's shares, business or assets to third parties, or any event resulting in a change in control or controlling power of Bitkub, Bitkub reserves the right to transfer or deliver the information collected from the User or any person related to the Services and the User to any third party involved in such transactions in order to complete the transactions and/or to ensure the continuous operation of Services.

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

21. Severability

In the event that any clause, text or word, whether part or clause, under this TOS, is void, invalid, or unenforceable under any law, notification, rule, order, or judgment of any

court, regulatory bodies or government agencies (as the case may be), the Parties agree that such voidness, invalidity, or unenforceability of that specific clause, text or word does not affect the validity or enforceability of the other clauses, texts, or words under this TOS.

22. Survival

The Parties agree that any clauses contained under this TOS relating to the following matters shall continue being effective even if this TOS is terminated:

- (1) All of Bitkub's rights to make any claim, including but not limited to the right to claims relating to fees, service charges, expenses, damages, compensation, indemnification, money or assets, and the exercise of any rights of the Bitkub specified in this TOS;
- (2) Connect and Use of Bitkub NFT in Clause 1;
- (3) Limited License in Clause 2;
- (4) Website Accuracy in Clause 3;
- (5) Pause of the User's Content, Suspension and Termination of the Services and the Store in Clause 5;
- (6) Ownership and Intellectual Property Rights in Clause 9;
- (7) Permission to Use in Clause 10;
- (8) User Feedback, Queries, Complaints in Clause 13;
- (9) Information Disclosure in Clause 14;
- (10) Notices in Clause 15;
- (11) Computer Viruses and other Interruptions in Clause 16;
- (12) Liabilities and Indemnifications in Clause 17;

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- (13) Termination in Clause 23;
 - (14) Governing Law and Dispute Resolution in Clause 24; and
 - (15) Disclaimer in Clause 26.

23. Termination

23.1 This TOS shall be valid and effective for an indefinite period unless the User stops use of the Services in Bitkub NFT or this TOS is terminated by either party or this TOS is terminated pursuant to the provision herein.

23.2 **General Termination:** Bitkub shall be unilaterally entitled to terminate the use of the Services, in all or in part, pursuant to any of the following cause:

- (1) After suspension of the Store is made and the User fails to provide evidence or response pursuant to Clause 5.2 (2)(a);
- (2) if we see that the use of Services by the User may cause any damages, loss, inappropriate environment, nuisance, disturbance or otherwise that we see not appropriate to use the Services;
- (3) we are required by a valid subpoena, court order, or binding order of a government authority to do so; or
- (4) if the User breaches any provision as specified under this TOS.

Bitkub shall notify the User by at least 30 (thirty) days advance written notice with the reason for implementing such termination.

23.3 **Special Termination:** the at least 30 (thirty) days advance written notice in Clause 23.2 shall not be applicable to any of the following circumstances of which Bitkub is entitled to terminate the Services, in all or in part, without such notice:

- (1) such termination is implemented by complying with the Applicable Law or legal order which we are unable to notify you within 30 (thirty) days in advance;
- (2) your misconduct is a second violation of the same provision under this TOS; or

- (3) you act, do or implement any of the Severe Cause as specified in Clause 1.1 of Appendix 2.

If we terminate the Services for any reason, we reserve the right to require the User to complete the verification process and request as set out by us before proceeding other steps in connection with the Store.

The User authorizes Bitkub to cancel or suspend any pending transactions in connection with the Services at the time of termination of the Services. If Bitkub obtains valid and lawful order or by legal effect to suspend, keep or maintain any assets of the User, Bitkub shall not be liable to perform such action.

If there are any expenses incurred from this Clause, the User shall be solely responsible for such expenses.

- 23.4 If we decide to terminate the use of Services pursuant to Clauses 23.2 and/or 23.3, Bitkub shall be entitled to block the User for using the Services. The impact of termination in connection with the Services shall have the result as specified in Clause 3 of Appendix 2.
- 23.5 If we decide to terminate the use of the Services in pursuant to Clauses 23.2 and/or 23.3, you can object our decision by sending your written objection with sufficient and acceptable evidence to us via the Main Contact Channel as specified in Clause 13.1 within 7 (seven) days from the date that the Services is terminated.
- 23.6 ***Stop Providing Service and Close Platform:*** In the case that Bitkub shall stop providing the Services and close Bitkub NFT, Bitkub shall perform the procedure as required by the Thai Digital Platform Law.
- 23.7 **Termination of the Services by the User**
The User may elect to terminate the use of Services at any time by disconnecting your Bitkub NEXT from Bitkub NFT and manage your Digital Asset, NFT and any other assets in connection with function in Bitkub NFT. However, you shall be solely responsible for handling and managing your Digital Asset, NFT and any other assets in relation to the Services by yourself. If there is a usage or Digital Asset, NFT and any other assets remains in connection with Bitkub NFT, it shall be deemed that the User have not yet terminated this TOS. After the User terminates the use of Services, the User, at any time, can connect Bitkub NEXT account to Bitkub NFT in order to use the Services again.

The Seller/Creator may terminate the Store by contact us via the Main Contact Channel as specified in Clause 13.1. However, before the completion of such termination process, you acknowledge and agree that you shall go through the verification process set out by us and also handle and manage your Digital Asset, NFT, and any other assets in relation to the Store by yourself within the period of time as set out by us otherwise you will be unable to handle and manage such NFT or Digital Asset. Other impact of such termination by the User shall be specified in Clause 3 of the [Appendix 2](#).

24. 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 the Services performed hereunder which cannot be amicably resolved by you and Bitkub shall be solved and referred to the competent court of Thailand. We do not offer a mediation or arbitration process for resolving disputes.

25. Force Majeure

Bitkub shall not be liable for any delays, failures in performance or interruption of the 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 reasonable control.

26. Disclaimer

26.1 The Services in the Bitkub NFT 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 Bitkub NFT 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 Bitkub NFT or the reliability or quality thereof.

26.2 Bitkub does not warrant or certify the confidentiality or security of any information transmitted through the internet. You accept and agree that we shall not be liable for any loss or damages arising from any electronic, mechanical, data failure or corruption,

computer viruses, bugs or related problems that may be attributable to the Website and/or Bitkub NFT or any relevant internet service provider, network provider or communication network provider.

- 26.3 Estimated prices on the Website are provided for informational purposes only and not having for any other purpose. Please note that these estimates are not guaranteed and should not be considered the actual prices, which may vary from the estimated prices shown on the Website. The displayed prices are estimated from Bitkub Exchange and are subject to change without notice.

By using such estimated prices, you acknowledge and agree that Bitkub shall not be held liable for any inaccuracies, errors, or discrepancies arising from or related to the estimates provided.

27. Miscellaneous

27.1 Product Sorting

- (1) We reserve the right to manually sort all products (NFT, Store, Redemption, Gashapon and Social DAO) but we will provide the function for the User to sort the products by himself/herself/itself as available in Bitkub NFT.
- (2) Royalties, fees, other costs, and all other financial assets related to the Services that are charged or paid for by the User in Bitkub NFT —whether directly or indirectly—do not make up a factor that influences sorting, ranking, recommendation, or display.
- (3) Bitkub NFT does not have a feature that recommends any ancillary goods and services or complementary goods and services.

- 27.2 **Satisfaction Rating:** In Bitkub NFT, we do not provide a feature where the User can rate their satisfaction or leave comments on the Seller/Creator.

- 27.3 **Data Retention:** After the Services are terminated, we will retain User's data for a period of 10 (ten) years. For personal data, you can review the Privacy Notice as specified in Clause 12.

27.4 Additional Distribution Channels

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- (1) Additional distribution channels of Bitkub NFT are as follows:
 - Facebook: <https://www.facebook.com/bitkubnft>
 - (2) There are no restrictions or limitations on the ability of Seller/Creator to provide products, services, or content under different terms through additional distribution channels other than Bitkub NFT.
 - (3) There is no sharing revenue model for assistance of marketing (publicly known as affiliate program) in Bitkub NFT.
- 27.5 **Different Treatment:** There is no conditions that limits or blocks the User to offer the same product, service or content under the different conditions via other channel.
- 27.6 **Advertisement on Platform:** We do not provide the third-party advertisement link or advertisement on Bitkub NFT.
- 27.7 **Product, Service and Content Orders Suitable for Each Group of User:** we do not have the arrangement or management of product, service and content orders that is suitable for each group of User.
- 27.8 **Temporary Shutdown:** in the case that Bitkub NFT temporarily stops to provide Services in all or in part due to maintenance of Services, problem or defect occurred to the Services or other similar reason, Bitkub shall notify the User as below:
- (1) in the case of advance preparation, Bitkub shall notify the User in advance before the temporary shutdown with the detail in connection with the part of Services that shall be temporary shutdown by providing reason and the period for stop of provision of Services; or
 - (2) in the case of no advance preparation, Bitkub shall notify the User swiftly from the time of shutdown with detail in connection with the part of Services that shall be temporarily shutdown by providing reason and the period for stop of provision of Services or expected period for stop of Services.

APPENDIX 1

Prohibited Use

By use of the Services, you affirm that you shall not use the Services to do any of the following (the "**Prohibited Use**"):

- **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 the process of any unlawful activities; or activities which involves the publication, distribution or dissemination of any unlawful material or information;
- **Lèse Majesté Contents:** any content that is or allegedly defames, insults, threatens or is unflattering to the royal family, includes national security and political issues, in violation of Article 112 of Thailand's Criminal Code;
- **Pornography:** media which includes obscene materials or materials that is solely created and disseminated for the prurient purposes;
- **Intellectual Property Infringement:** any use that infringes the Intellectual Property Rights under the Applicable Law of each jurisdiction that Bitkub NFT is accessible, including but not limited to use of our Intellectual Property (including without limitation name, or logo, including use of our trade or service marks), other User's or any third party's Intellectual Property, without express written consent from us, or from other User's or such third party or in any manner;
- **Illegal Computer Data:** engage in transactions that involve, upload, or express any illegal computer data of which the definition of illegal computer data is varied under the Applicable Law of each jurisdiction that Bitkub NFT is accessible; or
- **Inappropriate Behaviors:** engage in any activity that, in our sole discretion, creates nuisance, discrimination, obscenity, threats, hate speech, harassment, bullying, defamation, terrorism, violent extremism, fraud, deception, invasion of privacy, or otherwise injury to any third party.

Prohibited Business

In addition to the Prohibited Use described above, you are prohibited from engaging in the following business practices (“**Prohibited Business**”).

If you are uncertain as to whether or not your use of the Services involves a Prohibited Business, or have questions about how these requirements apply to you, please contact Bitkub at bitkubnft@bitkub.com.

By use of the Services, you affirm that you shall not use the Services to be in connection with any of following businesses, activities, practices, or items:

- **Investment and Credit Services:** securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes;
- **Restricted Financial Services:** collections agencies or any illegal financial services;
- **Intellectual Property or Proprietary Rights Infringement:** sales, distribution, or access to counterfeit music, movies, software, or other licensed materials or intellectual property 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; sale of liquor and alcoholic beverages; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, radioactive materials including any other goods and services that the advertising is prohibited under the Applicable Law;
- **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 competent authority, 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:** offer 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; or
- **High-risk Businesses:** any businesses that we, by our sole discretion, believe that it shall elevate financial risk, legal liability or violates the Applicable Law.

Conditional Use

Advance express written consent and approval from us must be obtained before you can use the Services in connection with the following categories of business and/or use (“**Conditional Use**”):

- **Money Services:** money transmitters, digital currency or Digital Asset transmitters; currency or digital currency or Digital Asset exchanges or dealers; gift cards; prepaid cards; sale of in-game currency; act as a payment intermediary or aggregator or otherwise resell any of the Services;
- **Charities:** acceptance of donations for nonprofit enterprises;
- **Games of Skill:** any type of games under the Gambling Act; or
- **Religious/Spiritual Organizations:** operation of a for profitable religious or spiritual organization.

Our consent may be requested by contacting us at bitkubnft@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 the Services in connection with the Conditional Use.

APPENDIX 2

1. Offense Category and Severity to Suspend or Terminate Services

If there is a case where the User violates this TOS, the offense and severity can be categorized as follows:

1.1 High Risk (Severe Cause)

(1) when the User acts, does or implements any of the following:

- use any software or program that damages, interferes with or disrupts the Services or another's computer or property, such as denial of service attacks, spamming, hacking, or uploading computer viruses, worms, Trojan horses, cancelbots, spyware, corrupted files and time bombs;
- use or distribute unauthorized software programs or tools (such as "auto", "macro", hack or cheat software), or uses, exploits, bugs or creates problems in Bitkub NFT or the Services to gain unfair advantage;
- using any hacks, cracks, bots, or third-party software that may modify, temporarily or permanently, the code or the user experience of the Services, whether locally on your device or on servers, or using any application, software or technology that is not expressly authorized by us that enables cheating, power-leveling, or accomplishing tasks that cannot be accomplished without the use of such an application, software or technology;
- reverse engineering, deriving source code, modifying, decompiling, disassembling the Services or any portion thereof, or otherwise determining or attempting to determine any source code, algorithms, methods or techniques used or embodied in the Services;
- using any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, data mine, or in any way to reproduce or circumvent the navigational structure or presentation of the Services, or any content contained therein;
- taking any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;

- using or attempting to use any virus, malware, or any other computer code, file, program, software, or device designed to interrupt, destroy, or limit the functionality or proper working of the Services or networks, including by engaging in, instigating, or facilitating any denial of service, attack or similar conduct, or attempt to probe, scan, test the vulnerability of, or breach the security of any system or network;
- intercepting, emulating, or redirecting the communication protocols used by Bitkub or its designees in any way, including without limitation through protocol emulation, tunneling, packet sniffing, modifying or adding components to the Software, use of a data mining utility program to intercept, collect, read or mine information generated by the Services, or in any way utilize a technique now known or hereafter developed that would allow for or otherwise make available unauthorized access or use of the Services;
- is subject to any pending litigation, investigation, or government proceeding which shall create material risk to us;
- takes any action that it is deemed as circumventing our control in any case or any circumstance, including, but not limited to, opening multiple account or abusing the procedures or systems, or promotions;
- any part of the use of the Services of the User, under the Applicable Law, conducts, contains or cause any illegal action, or uses material or otherwise that would materially and/or adversely affect or create significant legal risk to Bitkub or Bitkub NFT; or
- breaches any of our policies or instructions that Bitkub notifies the User for second time.

(2) when the use of Services has any of the following:

- content, activity, or sale of products or services which violates the Applicable Law;
- malicious content or fraudulent intent; or
- the Prohibited Use, Prohibited Business, or Conditional Use.

1.2 Medium Risk

Any other cause that is not categorized as Severe Cause (High Risk) which Bitkub sees that it would cause any damages, loss, inappropriate environment, nuisance and disturbance to the use of Services.

2. Impact on Suspension of the Services

If any part of the Services is suspended, there shall be the impact as follows:

Impact in connection with the Services

(1) Bitkub NFT

- The Store or such part of the suspended Services will not be displayed on Bitkub NFT;
- All activities of the Store or such part of the suspended Services such as Listing, Gashapon, or Redemption will not be displayed and not be available; and
- if the User enters the Store or such part of the Services from a link published outside Bitkub NFT, the User will not be able to access the Services (Error code: 404 not found).

(2) Creative Studio

- the Seller/Creator or Admin will be restricted to access the Store and to Mint NFT, list NFT for sale, create Gashapon, create Redemption activity, buy BCS or withdraw KKUB or NFT.

(3) Any other impact as specified under this TOS in connection with suspension of Services

3. Impact on Termination of Services

If any part of the Services is terminated, the impact in connection with the Services shall be similar to Impact on Suspension of the Services as specified in Clause 2 of the Appendix 2 and any other impact as specified under this TOS in connection with termination of Services and we reserve the right to block you from use of the Services.

4. Impact on Pause, Remove, or Refuse to Post User's Content

Subject to the term and conditions of this TOS, if the User's Content is paused or removed or refused to post, there shall be the impact as follows:

Impact in connection with the Services

(1) Bitkub NFT

- The User's Content shall not be shown on Bitkub NFT; and
- If the User enters the User's Content from a link published outside Bitkub NFT, the User will not be able to access such User's Content (Error code: 404 not found).

(2) Creative Studio

- The Seller/Creator or Admin of such Store will not be able to remove or edit such User's Content through Creative Studio.