Last Updated : 10 May 2023 version 1.0.0

BITKUB CHAIN CONSOLE

Terms of Service

Bitkub Chain Developer Center ("**Bitkub Chain Developer Center**") is a platform designed by Bitkub Blockchain Technology Co., Ltd. ("**Bitkub**" or the "**Company**" or "**us**" or "**we**" or "**our"**) for you (hereinafter referred to as "**you**", "**your**", the "**Developer**" or the "**User**") to build and create applications for Web 3.0 (the next phase of the internet, built on decentralized Peer-to-Peer networks, artificial intelligence, the creator economy, and distributed ownership of protocols. Web 3.0 allows for the ownership and transfer of value and information) (the "**Web 3.0 Application**"). Bitkub Chain Developer Center 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. The purpose of the platform is to simplify the development process for Web 3.0 applications by providing a centralized location for developers to access the tools they need to use for creating **Web 3.0 Application**.

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 this TOS including any additional terms, rules and conditions of participation issued and/or amended by Bitkub from time to time and (2) consent to the collection, use, disclose and other handling of information as described in our Privacy Notice (available here); and (3) you have carefully read all of terms and conditions in this TOS including its SDK Documentation and Appendix hereof. If you do not agree to this 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.   "**Application Program Interface**" or **"API"** means software code that enables communication between independent systems, such as computer programs and applications, in the form of a request-response message.

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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 Developer Center Services**" or "**Services**" means all of the services, activities, functions and features provided by Bitkub as specified in Clause 3.

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

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

1.8. "**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.

1.9. "**Executor**" shall have the meaning as specified in Clause 3.8.

1.10. "**Gas Fee**" means the transaction fee arising when interacting with the blockchain.

1.11. "**Gas Tank**" means the smart contract address that the owner of the Project subsidizes the Gas Fee for transactions arising from interaction with Bitkub Chain.

1.12. "**KAP-20**" means the name of the technical standard of the tokens created by the Smart Contract on Bitkub Chain.

1.13. "**KAP-721**" means the name of the technical standard of the unique NFT created by the Smart Contract on Bitkub Chain.

1.14. "**KDEV**" or "**KUB for developer**" means the token created by Bitkub for use as a fee for subscription to the Services or other tool service on Bitkub chain ecosystem.

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1.15. **"KKUB"** or **"Wrapped KUB"** means the KAP-20 wrapped token of Bitkub Coin (KUB) in the ratio of 1 KUB : 1 KKUB for the use of performing transaction in Bitkub Chain ecosystem.

1.16. **"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 person.

1.17. **"Mainnet"** means the main network of a blockchain whereby actual transactions take place on a distributed ledger.

1.18. **"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.

1.19. **"OAuth"** or **"Open Authorization"** means a technological standard that allows you to share information between services without exposing your password.

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

1.21. **"Prohibited Business"** shall mean the activities as specified in Appendix.

1.22. **"Prohibited Use"** shall mean the activities as specified in Appendix.

1.23. "**Project**" shall mean the program or the Smart Contract on Bitkub Chain Developer Center that is created, developed and/or deployed by the Developer.

1.24. **"Role"** means role that determine responsibilities of member in the Account or the Project.

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

1.26. **"SDK Documentation"** shall mean the documentation that is a part of this TOS and is intended to describe the entitlements, restrictions, prerequisites, special license rights, and/or separately licensed third party technology terms associated with the SDK.

1.27. **"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.

1.28. **"Software Developer Kit"** or **"SDK"** shall have the meaning as specified in Clause 3.9.

1.29. **"Testnet"** means a testing environment used by developers to experiment with new code and features, or to perform specific tests without disturbing a blockchain network.

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

1.31. **"Website"** shall mean the website relating to Bitkub Chain Developer Center Developer with the address https://console.bitkubchain.com created by Bitkub.

2. Create an account

2.1. Registration

2.1.1. In order to use any of our Services, the User must register to open an account in Bitkub Chain Developer Center (the **"Account"**) and connect 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](#).

2.1.2. Types of the Account

(1) **Individual Account**: Account that is registered and used by the User who is an individual.

(2) **Organization Account**: juristic persons and legal representatives of juristic persons or any person who is authorized agent of the organization user.

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

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

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

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

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

2.2.   Usage

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

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

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

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

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

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

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

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

2.2.9. **Limited License**

(1)   Bitkub hereby grants the User a limited, non-exclusive, non-transferable, revocable license, subject to the terms and

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conditions hereof, to access and use the Website, and related content, materials, information displayed on the Website (collectively, the **"Content")** solely for approved purposes of the use of our defined Services and as permitted by us explicitly. The User is prohibited from using the Content for any purpose other than the purposes set out under this TOS.

(2)   The User acknowledges and accepts that all the right, title, and interest in the Content, all logos related to the Services or displayed on the Website, all other intellectual property rights (including without limitation copyright, trademarks, registered marks or unregistered) (collectively referred to as the "**IPRs**") is the property of Bitkub and its licensors exclusively. For the avoidance of doubt, any User does not own or is entitled to any of Bitkub's and its licensors' intellectual property rights prior to the use of our Services.

(3)   The User agrees that the User shall not copy, transmit, distribute, sell, license, reverse engineer, modify, decompile, disassemble, 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.

(4)   You shall comply to the terms and conditions as set out in the SDK Documentation which is the integral part of this TOS. For the SDK and other relevant licenses, please see more detail at the SDK Documentation.

2.2.10. **Website Accuracy**

(1)   Bitkub will be responsible for any information disclosed on the Website and that the User relies on for the use of the Services in case of any technical or publication errors made by Bitkub on such information, provided that, Bitkub does not give any representations or warranties to persuade the User to enter into any

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transaction and those decisions are solely made by the User.

(2)　Links to third-party materials (including but not limited to websites) may be provided for convenience on the Website but such links are not controlled by Bitkub. The User fully acknowledges and agrees that Bitkub is not responsible or liable for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Website.

2.2.11. Prohibited Use, Prohibited Business and Conditional Use

(1)　In connection with the use of the Services implemented by the User, and the User's interactions with other User and any person, the User agrees that the User shall not engage in any Prohibited Business, Prohibited Use or Conditional Use defined in Appendix.

(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, sanction programs, legal process or governmental request in relation to the Prohibited Business, Prohibited Use or Conditional Use.

(3)　Bitkub reserves the right and by its own discretion to cancel and/or suspend the User's Account and/or block any transactions or immediately freeze funds without any prior notice, in the case that the User's Account is associated with a Prohibited Business, Prohibited Use or Conditional Use.

2.2.12. Suspension, Termination, and Cancellation

(1)　Bitkub, at Bitkub's sole and final discretion, may: (i) suspend, restrict, or terminate the User's access to any or all of the Services, and/or (ii) deactivate or cancel the User's Account (iii) terminate this TOS in any of the following circumstances:

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    (a)   Bitkub is required by a valid subpoena, court order, or binding order of a government authority to do so;

    (b)   Bitkub reasonably suspect the User of using the User's Account in connection with a Prohibited Use, Prohibited Business or Bitkub Chain Developer Center;

    (c)   The use of the User's Account is subject to any pending litigation, investigation, or government proceeding;

    (d)   Bitkub assesses the risk of legal or regulatory non-compliance associated with the User's Account activity and the result of such assessment indicates high risk;

    (e)   Any Bitkub's partner who is the service provider are unable to support the User for any use of the Services;

    (f)   The User takes any action that Bitkub deems as circumventing Bitkub's controls in any case or any circumstance, including, but not limited to, opening multiple of the User's Accounts or abusing promotions which Bitkub may offer from time to time; or

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

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

to disclose the details of its risk management and security procedures to the User in any manner.

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

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

(5)   The User authorizes us to cancel or suspend any pending transactions at the time of termination of your Account.

2.2.13. Privacy of Others

(1)   If the User receives information about another User through the Services, the User shall keep such information in strict confidence and shall only use it in connection with the Services.

(2)   The User shall not disclose or distribute any of the User's information to any person or use the information except as reasonably necessary thereto such as support, reconciliation, and accounting unless the User receives the advance User's express consent to do so. The User agrees not to send unsolicited emails to the User through the Services.

2.2.14. Subscriptions

The Services on Bitkub Chain Developer Center are subject to subscription fees paid by KDEV. The applicable fee shall be displayed prior to the use of Bitkub Chain Developer Center. Bitkub reserves the right, in its sole and absolute discretion, to determine the details of the subscription fee,

cancellation and refund policy. For more information, please refer to the Website.

2.2.15. **User's Representation and Warranties**

You represent and warrant that:

(1)   all information submitted by you are true, not misleading, accurate and complete;

(2)   you have full legal right, power and authority to enter into and to perform your obligations under this TOS and the transactions contemplated by it;

(3)   you have not been included in any trade embargoes or economic sanctions list, the list of specially designated nationals maintained by OFAC (the Office of Foreign Assets Control of the U.S. Department of the Treasury), or Thai designated list issued by Anti-Money Laundering Office of Thailand, or in violation of any anti-money laundering law;

(4)   you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights to any User information or content that you submit, post or display on the Website, on or through the Services granted herein. You also represent and warrant that such User Information will not contain intellectual property rights or other proprietary rights of other persons, unless you have necessary permission or are otherwise legally entitled to post the material and to grant a s license to such rights; and

(5)   your access and use of the Services will be in accordance with the Applicable Law.

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3. Bitkub Chain Developer Center Services

3.1. Get KDEV

You may swap KKUB to KDEV to be utilized as subscription fees for use of the Services on Bitkub Chain Developer Center or other tool service on Bitkub chain ecosystem. Please acknowledge that you cannot exchange KDEV back to KKUB.

3.2. Account Member

3.2.1. You may add members to your Account or Project and assign the Role to your members. There are the Role as following:

(1)   **Owner**: This role is the owner of the Account and only one User can have this role.

(2)   **Admin**: This role is the administrator of the Project.

(3)   **Developer**: This role is the developer of the Project.

3.2.2. The authorization of the Role is determined by the Owner's own discretion. Bitkub shall not be responsible for any loss or damages arising out of your own or your member's actions.

3.3. Project

3.3.1. **General**

You can use this function to create or manage the Project for use the SDK or service blockchain provided by Bitkub.

In the case of the Project for the Testnet, you can create the Project up to 10 Projects per Account. While the Project is on the Mainnet, you can create unlimited projects for the Account.

3.3.2. **Security**

You can increase security when requesting access to various services on Bitkub Chain by generating or removing a web or server API key for use in the Project.

3.4. Authentication

Feature for allowing the developer to request and implement an OAuth page to access Bitkub NEXT login flow for the Project.

3.5. Smart Contract

Feature for creating and adding the Smart Contract for the Project. There are 3 types of the Smart Contract available for the Project: (i) Smart Contract for KAP-20; (ii) Smart Contract for KAP-721; and (iii) Smart Contract for logic contract.

3.6. Smart Contract Version

Feature for organizing the Project's Smart Contracts into versions.

3.7. Transaction List

Feature for view transaction list from using SDK in the Project.

3.8. Create Executor

Feature for generating a digital wallet address that will be the digital wallet for the Project's Gas Tank (**"Executor"**). There is only one Executor per the Project.

3.9. Software Developer Kit (SDK)

This feature provides Bitkub chain SDK which is a set of tools provided hereunder, including but not limited to header files, APIs, libraries, simulators, software (source code and object code), binary files, and documentation, as well as any

subsequent updates or upgrade made available by Bitkub to you for creating, managing, or connecting the Project with Bitkub Chain ecosystem.

For detail on the SDK, please see furthermore at the SDK Documentation.

4. With your permission

You grant us permission to use the Project-related intellectual property's rights under applicable laws 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. User Feedback, Queries, Complaints

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

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

User has feedback, questions, or complaints.

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

7.2. Notices

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

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

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

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

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

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 User's information (such as PINs, User ID, public API or password) including

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Bitkub Blockchain Technology Co., Ltd
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2525, FYI Center, Tower 2, 11th floor, Unit 2/1101-2/1107, Rama 4 Road, Klongtoei Sub-district, Klongtoei District, Bangkok 10110

transaction, assets, information and all types of property.

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

(3)   Bitkub shall not assume or be responsible and liable to, in all circumstances, any Losses occurred due to any illegal and unauthorized purpose including but not limited to Prohibited Business, Prohibited Use and Conditional Use.

(4)   Bitkub shall not bear any liability, whatsoever, for any Losses or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect the User's computers or other equipment, or any phishing, spoofing or other attacks.

(5)   Bitkub shall not be responsible for monitoring or controlling transactions, and no transactions can be reversed.

(6)   Bitkub will not be liable to you or any person for any Losses arising from any transaction in the Services.

(7)   You acknowledge that we do not have control over, or are liable to the delivery, quality, safety, legality or any other aspect of any Digital Asset that you may receive from using the Services.

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

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

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set forth herein.

(10)   Bitkub shall not be liable to the User if the User is not or shall not be qualified to open and/or use the Account.

(11)   Bitkub, as the blockchain service provider, shall not be liable to any person for any Losses relating to the Project created, developed and/or deployed on Bitkub Chain Developer Center if there is any claim arising from any person.

7.5.   Entire Agreement

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

7.6.   Amendments

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

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

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

7.7. Assignment

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

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

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

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

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

7.8. Severability

If any provision of this TOS is determined to be invalid or unenforceable under any rules, the 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 this TOS which by their nature extend beyond the expiration or termination hereof, including, without limitation, sections pertaining to suspension or termination, cancellation of the User's Account, debts owed to Bitkub, the general use of Bitkub's Website, Confidentiality, disputes with Bitkub, and general provisions, shall survive the termination or expiration of this TOS.

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 this TOS, Bitkub may, without notice to you: (i) terminate this TOS and/or your Account, and you will remain liable for any Losses and/or amount due under the Services under this TOS; and/or (ii) restrict your access to the Services or take a measure pursuant to Clause 2.2.12.

7.10.2. This TOS shall be valid and effective for an indefinite period as long as you still use the Services unless this TOS is terminated pursuant to Clause 7.10.1.

7.11. Governing Law and Dispute Resolution

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

Any dispute, controversy or claim arising out of or related in any way to this TOS or any of the Services performed hereunder which cannot be amicably resolved by the User and Bitkub shall be settled solely and finally by arbitration under the laws of Thailand. Such dispute shall be referred to and finally resolved by arbitration in Bangkok, Thailand in accordance with the Arbitration Rules of the Thailand Arbitration Centre for the time being in force and the conduct of the arbitration thereof shall be under the administration of the Thailand Arbitration Centre. The appointing authority shall be the Chairman of the Thailand Arbitration Centre. There shall be a single arbitrator, who shall be neutral and impartial. The language

to be used in the arbitral proceedings shall be Thai or English.

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

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

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

7.14. Waivers/ Bitkub's Right and Remedies

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

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APPENDIX

Prohibited Use, Prohibited Business, Conditional Use

Prohibited Use

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

- **Unlawful Activities:** Activities which may violate, considered to be violated, or assist in violation of, any law, statute, ordinance, or regulation, as enforced in Thailand or any jurisdictions where we conduct our business, or which would involve proceed of any unlawful activities; or activities which involves the publication, distribution or dissemination of any unlawful material or information.

- **Abusive Activities:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to Bitkub's Website that contain viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to other sites, your Account, computer systems or networks connected to Bitkub's Website, through password mining or any other means; use the Account information of another party to access or use Bitkub's Website, or transfer your Account access or rights to your Account to any person , unless by operation of any Applicable Law or with the express permission of us.

- **Abuse Other User:** Interfere with another individual's or entity's access to use of any of our Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from Bitkub's Website about others, including without limitation email addresses, without proper consent.

- **Fraud:** Activity which operates to defraud us, our other User using Bitkub's Website, or any other person; provide any false, inaccurate, or misleading information to us.

- **Gambling:** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance.

- **Intellectual Property Infringement:** Engage in transactions that infringe or violate any copyright, trademark, right of publicity or privacy or confidentiality or any other proprietary right under any Applicable Law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rightful holder; use of our IPRs (including without limitation name, or logo, including use of our trade or service marks), without express written consent from us or in any manner; any action that implies an untrue endorsement by or affiliation with us. For avoidance of doubt, this Clause includes the logos, marks, Bitkub's name or its abbreviation that we have used for commercial purposes.

- **High risk countries and designated list**: The User has been included in, associated with, or transacted with any trade embargoes or economic sanctions list, the list of specially designated nationals maintained by OFAC (the Office of Foreign Assets Control of the United States Department of Treasury), or the Thai designated list issued by the Anti-Money Laundering Office of Thailand, or in violation of any anti-money laundering law.

Prohibited Business

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

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

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

- **Intellectual Property or Proprietary Rights Infringement:** Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rightful holder.

- **Counterfeit or Unauthorized Goods:** Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen.

- **Regulated Products and Services:** Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials.

- **Drugs and Drug Paraphernalia:** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs.

- **Pseudo-Pharmaceuticals:** Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national and/or international regulatory bodies.

- **Substances designed to mimic illegal drugs:** Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom).

- **Adult Content and Services:** Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features.

- **Multi-level Marketing:** Pyramid schemes, network marketing, and referral marketing programs

- **Unfair, predatory or deceptive practices:** Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers.

- **High risk businesses:** any businesses that we believe poses elevated financial risk, legal liability, or violates bank policies.

Conditional Use

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

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

- **Money Services:** Money transmitters, digital currency transmitters; currency or digital currency exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of our Services.

- **Charities:** Acceptance of donations for nonprofit enterprises.

- **Games of Skill:** Games which are not defined as gambling under this TOS or by Applicable Law, but which require an entry fee and award a prize.

- **Religious/Spiritual Organizations**: Operation of a for-profit religious or spiritual organization.