

## Term of Service

This Term of Service (this “**Term**”) constitute a legally binding agreement made between you as the user of the websites of Bitkub Chain and Bitkub Chain Support (“**you**” or the “**User**”) and Bitkub Blockchain Technology Co., Ltd. (“**Bitkub**”, “**we**”, “**us**”, “**our**”), a blockchain full solution service provider company incorporated and registered in Thailand. For use of the Website, you shall (1) accept and agree to this Term and any additional terms, rules and conditions issued and/or amended by us from time to time, by our sole discretion, in order to use the Website and our Services; and (2) consent to the collection, use, disclose, transfer and other handling of data and information as described in our Privacy Notice (available [here](#)). If you do not agree to the Term and other terms and conditions as aforementioned, you shall not access or use our Services on the Website and we have sole discretion to implement any action to your account to the extent permitted under the Applicable Law. In addition, when using some features of our Services, you may be subject to specific additional terms and conditions applicable to the Website, which shall be deemed that you have automatically accepted such additional terms and conditions with the use of such features.

### **Definition**

“**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.

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

“**IPRS**” shall have the meaning as specified in Clause 1.4 (2).

“**KUB**” shall mean Bitkub Coin which is a native and utility coin of the Bitkub Chain that was developed by Bitkub and is used to fuel, operate, and govern the Bitkub Chain ecosystem.

“**Services**” means all of the services, activities, functions and features provided by Bitkub as specified in Clause 2.

“**Website**” means the websites created by Bitkub relating to Bitkub Chain and Bitkub Chain Support with the following address:

- For Bitkub Chain : <https://www.bitkubchain.com/> and
- For Bitkub Chain Support :  
[https://bitkubchain.my.site.com/helpcenter/s/?language=en\\_US](https://bitkubchain.my.site.com/helpcenter/s/?language=en_US)

1. **Usage**

- 1.1. 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.

For the purpose of compliance with the Applicable Law and any competent authority, the User agrees to inform and provide information as follows:

- (1) Information that is able to identify the true identity of the User and/or the beneficial owner of each usage made by the User;
- (2) Information regarding the User's usage whether or not such usage proceeds through our Services; and/or
- (3) any other information as requested by any of the competent authorities or the Applicable Law.

- 1.2. The User agrees to be bound by this Term and the terms and conditions of the Website in all respects.

- 1.3. The User shall be solely responsible for keeping the User's email address, contact information and any other information as requested by Bitkub up to date.

1.4. **Limited License**

- (1) Bitkub hereby grants the User a limited, non-exclusive, non-transferable license, subject to the terms and conditions hereof, to access and use the Website, and related content, materials, information displayed on the Website (collectively, the "**Content**") solely for the purpose of use on the Website and use of the Services on the Website. The User is prohibited from using the Content for any purpose other than the ones as specified hereunder.
- (2) The User agrees and accepts that all rights, titles, and interests in the Content, all logos and any other intellectual property rights under the Applicable Law displayed on our Website and related to our Services (including but not limited to copyright, trademarks, trade secret, registered or unregistered

marks) (collectively referred to as the “**IPRs**”) are the properties and rights of which any of Bitkub have the exclusive rights to.

- (3) The User agrees and accepts that the User shall not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the IPRs owned by Bitkub, in all or in part without Bitkub’ prior written consent.

#### 1.5. **Website Accuracy**

- (1) Bitkub will be responsible for any information disclosed on the Website which the User shall rely on for the use of the Services. The decision to enter into any usages and/or use of any of the Services provided by Bitkub is voluntarily made by the User's sole discretion.
- (2) Links to third party materials (including but not limited to any third party websites) may be provided on our Website for your convenience and such links may be monitored by us. The User acknowledges and agrees that we may monitor for any aspect of information, content, or the Services contained in any third party materials or in any third party websites accessible or linked to our Website and have the right to remove any such material as we deem appropriate.

#### 1.6. **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 Term and the usages contemplated by it;
- (3) you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights to any User's information or content that you submit on the Website on or through the Services granted herein. You also represent and warrant that such Information of the User will not contain any 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 us and/or any other license to such rights.

- (4) you have carefully and thoroughly read and understood this Term; and
- (5) your access and use of the Services will be in accordance with the Applicable Law.

## 2. **Services**

- 2.1. The website of <https://www.bitkubchain.com/> is the main page for Bitkub Chain which is the blockchain created by Bitkub. On such website, it shows details of the Bitkub Chain including but not limited to KUB, documentation, technology, ecosystem, community and partners of the Bitkub Chain and linkage to tools for development of Decentralized Application (dApps) in Bitkub Chain or links to any other functions and systems on the Bitkub Chain.
- 2.2. The website of [https://bitkubchain.my.site.com/helpcenter/s/?language=en\\_US](https://bitkubchain.my.site.com/helpcenter/s/?language=en_US) is the main page for the help center for the user of Bitkub Chain which provides frequently asked questions (FAQ) related to Bitkub Chain and any other supports for the user of Bitkub Chain.

## 3. **Ownership and Intellectual Property Rights**

- 3.1. **Bitkub' Granted Rights.** To the extent permissible by the Applicable Law, to which any intellectual property rights may subsist, You agree to grant Bitkub a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any information or content that you submit on the Website on or through the Services.
- 3.2. The User is solely responsible for any information or content submitted on the Website, on or through the Services.

## 4. **Privacy Notice**

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

## 5. **User Feedback, Queries, Complaints**

If you have any feedback, questions, or complaints, please contact us via our User Support email of [bitkubchain@bitkub.com](mailto:bitkubchain@bitkub.com) or write to us at Bitkub Blockchain Technology Company Limited located at 2525, FYI Tower 2, 11th floor, Unit 2/1101-2/1107, Rama 4 Road, Klongtoei Sub-district, Klongtoei District, Bangkok 10110 Thailand.

When you contact us, please provide us with your name, address, and any other information we may need to identify the User and the usage on which you have feedback, questions, or complaints.

## 6. **General Provision**

### 6.1. **Disclosure of Information**

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 the case of any reasonable causes, the User agrees and consents Bitkub to disclose (1) your identification and/or your beneficial owner from the use of the Services or for conducting usages with any of Bitkub; (2) your usage hereunder; (3) the purpose of usage; and (4) any other information and/or usage related to this Term to (a) the government agency of Thailand and/or foreign state (b) regulators (c) counterparty (d) affiliates (e) staff or employee of Bitkub and its affiliates. In addition, you 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.

### 6.2. **Notices**

All communications, notices, demands and other documents to be delivered to the User shall, if sent by registered or non-registered mail, or by Bitkub's courier, to the address given by the User in writing to us, under household registration, to the User's place of business, email address, shall be deemed to have been duly delivered to the User 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 date shall be the date upon which the postman or Bitkub's courier has delivered or email been transmitted to the email address as provided to Bitkub. 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 we had notified the User verbally or by phone. The User's mobile/phone number as provided to Bitkub shall be deemed as valid contact and evidence.

### 6.3. **Liabilities and Indemnifications**

- (1) For the purposes of this Clause, the “**Indemnifying Party**” shall mean Bitkub or the User who is obligated to indemnify the other party of whom is entitled to indemnification or the “**Indemnified Party**” as stipulated hereunder.
- (2) To the maximum extent permitted by the Applicable Law, and notwithstanding to any other provisions relating to the rights of indemnity as stipulated hereunder, the Indemnifying Party shall indemnify the Indemnified Party for any and all loss, liability, damages, claim, cost, charge, demand, fine, penalty or expense of any kind or nature (including direct, indirect, or consequential loss, damage, claim, cost, charge, demand, or expense, including attorneys' fees and other costs of litigation, arbitration or mediation), arising out of or otherwise in connection with any (i) breach or violation of any representation or warranty by the Indemnifying Party contained in this Term, (ii) any default or breach by such Indemnifying Party under any agreement or covenant contained in this Term herein, and (iii) any violation by such Indemnifying Party of any Applicable Law, in all cases **except** to the extent that any such breach, violation or default is directly resulted from the gross negligence or willful misconduct of the Indemnified Party.
- (3) 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 claims, demands and damages (both of actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.
- (4) Bitkub shall have the right, in addition to other rights hereunder, to demand the User be responsible for any damages and expense suffered arising out of or in connection with this Term, 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.

- (5) Notwithstanding the foregoing, the Indemnifying Party shall have no liability to the Indemnified Party for any indemnification, unless a written notice is given to the Indemnifying Party by the Indemnified Party within 1 (one) year from the date with which the Indemnified Party is made aware of, or shall be made reasonably aware of, the breach, violation, infringement and/or default of this Term by the Indemnifying Party.

#### 6.4. **Limitation of Liabilities**

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

- (1) 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 Term and Services, whether in contract, tort or under any theory of liability, claim or action shall not exceed THB 100,000.
- (2) 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 the User's computers or other equipment, or any phishing, spoofing or other attacks.
- (3) Bitkub shall not be responsible for monitoring or controlling usages, and no usages can be reversed.
- (4) Bitkub will not be liable to you or any person for any claims or damages arising from any usage in the Website.
- (5) Bitkub shall not assume responsibility and shall not be liable relating to the functionality, security, Services or other practices of any person. The User is encouraged to read the terms and conditions including other policies published by such person on its websites or otherwise.
- (6) The User agrees that Bitkub shall not be liable to the User, any person for any modification or termination of our Services, including suspension or termination of the User's access, except to the extent otherwise expressly set forth herein.

### 6.5. **Entire Agreement**

This Term 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 hereof, and every nature between the User and Bitkub. Section headings herein are for the purpose of convenience only, and shall not govern the meaning or interpretation of any provision hereof.

### 6.6. **Amendments**

- (1) Bitkub, at our sole discretion and without any advance notice, may amend or modify this Term, its amendment; provided that we will take consideration of the User's benefit at our utmost concern and we will post on our Website or address an email to the User the revision. The User hereby agrees and acknowledges to strictly comply with our terms and conditions (as amended) in this Term.
- (2) In case that the User does not agree or accept any of such revision or amendment, the User has the right to cease use of our Services.

### 6.7. **Assignment**

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



## 6.8. **Severability**

If any provision of this Term or any part of such provision is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of the Term.

## 6.9. **Survival**

All provisions of this Term which by their nature extend beyond the expiration or termination hereof, including, without limitation, sections pertaining to suspension or termination, general use of our Websites, disputes with us, and general provisions, shall survive the termination or expiration of this Term.

## 6.10. **Termination**

- (1) This Term shall be valid and effective for an indefinite period unless terminated by either party.
- (2) The User may terminate this Term when it appears that the User does not own any obligation with Bitkub, and that termination thereof shall be notified to us in writing which shall become effective upon the date falling on 7 (seven) business day as from receipt of such notice by us or the date that Bitkub see appropriate.
- (3) In the case of no breach or no default under this Term, Bitkub may terminate this Term, if Bitkub notifies the User by the 7 days prior written notice, the User agrees and accept to settle all obligations and debts including any interest and cost owed to any of Bitkub within the period as set out by us.
- (4) In the case that there is any breach or default, we are entitled to terminate this Term and any other agreement we have entered with the User immediately and without prior written notice or notification. The User agrees and accepts to settle all obligations and debts including any interest and cost owed to Bitkub within the period as set out by us.

## 6.11. **Governing Law and Dispute Resolution**

This Term 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 Term or any of Services performed hereunder which cannot be amicably resolved by the User and Bitkub shall be referred to and finally resolved by the competent court of Thailand.

6.12. **Force Majeure**

Bitkub shall not be liable for failure or delays in performing its obligations hereunder arising from any cause beyond its control, including but not limited to, acts of god, acts of civil or military authority, fires, strikes, lockouts or labor disputes, epidemics, governmental restrictions, wars, terrorism, riots, earthquakes, storm, typhoons, floods and breakdowns in electronic and computer information and communications systems and internet connection and any other occurrence of event which is beyond our reasonable control.

7. **Disclaimer**

7.1. The Services on 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.

7.2. Bitkub does not warrant or certify the confidentiality or security of any information transmitted through the internet. You accept and agree that Bitkub 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 or any relevant internet service provider, network provider or communication network provider.

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.

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