

Terms of Service

BITKUB BLOCKCHAIN TECHNOLOGY Co., Ltd. (“**Bitkub**” or “**us**” or “**we**” or “**our**”) makes available to users certain services including but not limited to KUB Wallet, a decentralized wallet service developed by Bitkub (the “**Wallet**”). The Wallet enables the users to view addresses, access or transfer assets and information that are part of KUB Blockchain (“**KUB Chain**”) including provision of any additional functionality as we may add from time to time. We have developed this Terms of Service (this “**TOS**”) to describe the terms that govern your use of the Wallet.

Please read carefully: The Wallet is the Smart Contract Wallet operating under the Account Abstraction model. Bitkub provides the software interface, the Wallet system and related technical tools that enable the User to deploy, access and operate the User’s own Smart Contract Wallet on KUB Chain. The User is the owner of the Digital Asset associated with the Wallet and is the only party that authorizes each User Signing Operation using the User’s Credentials. Bitkub does not acquire ownership of, and does not deal for its own account in, any Digital Asset of the User, and does not initiate any User Signing Operation on its own behalf.

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 (available [here](#)). If you do not agree to this TOS, you may not access or use the Wallet. In addition, when using some features of the Wallet, you may be subject to specific additional terms and conditions applicable to those features.

Definitions

“**Account**” shall have the meaning as specified in Clause 1.2 (1).

“**Account Abstraction**” means a method of operating the Wallet on KUB Chain whereby the rules for validating and authorizing transactions are implemented through programmable Smart Contract logic (the Smart Contract Wallet) rather than being determined solely by, or tied directly to, an externally owned account controlled by a single private key. Under this method, the User’s instructions are expressed as one or more User Signing Operations, which are authorized by the User using the User’s Credentials and are then submitted, relayed and/or bundled by system to a designated on-chain entry point Smart Contract (the “**Entry Point Contract**”) for validation and execution on KUB Chain. This method includes any technical standard implementing such model and any similar model, replacement or equivalent standard. For the avoidance of doubt, the validation and authorization of any transaction under Account Abstraction require the User’s own authorization, and each User Signing Operation is authorized by the User using the User’s Credentials, and Bitkub does not initiate any User Signing Operation on its own behalf and does not acquire ownership of the User’s Digital Asset. The User acknowledges that User Signing Operations are executed through the Wallet system.

“**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.

“Application Program Interface” or **“API”** means a set of rules and specifications that allows one application to access features or data of another application.

“Bitkub Exchange” means the digital asset and cryptocurrency exchange platform of Bitkub Online Co., Ltd. (<https://www.bitkub.com/en>).

“Blockchain” means an immutable digital ledger that chronologically records computationally verified transactions or other data.

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

“Credentials” means the means of authentication used by the User to access the Wallet and to authorize a User Signing Operation through the Wallet system, including the User’s login credentials, PINs, Passwords and other authentication factors. The User acknowledges that the Wallet does not issue, and the User cannot export, a separately held Private Key, and that all User Signing Operations are authorized by the User and executed exclusively through the Wallet system.

“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 described by the SEC.

“Dispute” shall have the meaning as specified in Clause 25.2.

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

“GeckoTerminal” means the real-time decentralized exchange tracking and charting platform provided by CoinGecko that displays token prices, trading volumes, liquidity, and market data across decentralized exchanges (<https://www.geckoterminal.com>).

“Indemnified Parties” shall have the meaning as specified in Clause 16.1.

“IPRs” shall have the meaning as specified in Clause 2.2.

“Losses” means all costs, losses, liabilities, damages, claims, demands, proceedings, expenses, penalties and legal and other professional fees, including any direct or indirect consequential losses, loss of profit and loss of reputation including but not limited to any cause of actions initiated by any third party.

“Marketing Campaign” shall have the meaning as specified in Clause 11.

“Moralis” means the Web3 data platform and API provider that fetches and supplies real-time blockchain data, token information, wallet balances, and transaction histories (<https://moralis.io>).

“Non-Fungible Token” or **“NFT”** 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.

“Password” means a string of characters, numbers, and/or symbols used to verify the identity of the User during the authentication process for its Account of the Wallet.

“PINs” means the electronic personal identification number of the User as provided by Bitkub for the purpose of digital asset wallet pursuant to this TOS.

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

“Services” means all of the services, activities, functions, and features provided by Bitkub in connection with the Wallet.

“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.

“Smart Contract Wallet” means a Smart Contract that operates as a wallet and that is deployed, operated and controlled through Smart Contract logic on KUB Chain pursuant to the Account Abstraction model.

“Third-Party Application” or **“Social Log-in”** means a form of single sign-on using existing information from the third-party application or social networking service to login to a third-party website instead of creating a new login account specifically for that website.

“Transfer Transaction” shall have the meaning as specified in Clause 7.1 (1).

“User” shall mean you and/or other Users who sign up to the Account of the Wallet by acknowledging and accepting all the terms and conditions defined hereunder.

“User ID” means a unique identifier assigned to each user within a specific system or platform.

“User Signing Operation” means a data structure or instruction authorized (signed) by the User using the User's Credentials that expresses the User's intended transaction or action to be validated and executed under the Account Abstraction model.

“Wallet” means KUB Wallet, a wallet service developed by Bitkub that operates as the Smart Contract Wallet under the Account Abstraction model, comprising the software interface, the KUB Wallet system and related tools provided by Bitkub that enable the User to deploy, access and operate, and to authorize User Signing Operations in respect of, the User's own Smart Contract Wallet on KUB Chain.

“Web3” means the next phase of the internet, built on decentralized Peer-to-Peer networks (which is the transfer or sharing of information or resources from one person to another through a decentralized network rather than utilizing a centralized server or network), artificial intelligence, the Creator Economy (which is an economy that is based on creators who monetize their creativity through content creation), and distributed ownership of protocols. Web3 allows for the ownership and transfer of value and information.

“Website” means the website at <https://www.kubwallet.com/> or any other website that Bitkub may notify the User from time to time.

1. Account

1.1 Eligibility (with satisfied qualifications and subject to terms and conditions hereunder)

(1) Qualification of Person

- (a) An individual of age over 15 years old; or
- (b) A representative of juristic person duly incorporated by the Applicable Law in regardless of jurisdictions.

(2) Country

Bitkub shall classify the country as follows:

- (a) **Active Country:** Countries where you can register and use normally, there are no restrictions on using the Services.

- (b) **Inactive Country:** Countries where we have previously opened the Services and are currently disabled. The User who has never had the Account will not be able to register until we announce that we will provide the Services again.
- (c) **Restricted Country:** Countries with restricted access, for the User who are in this group, if you are a new User or the User who has never had the Account, from 28 April 2023 onwards, you will not be able to register to open the Account. However, for the User who have registered before 28 April 2023, they will be able to access (login) and transact as usual.

Bitkub shall announce the list of countries of each classification from time to time. The classification of countries in this clause may vary from time to time at Bitkub's sole discretion and Bitkub reserves the right to change such classification at any time without prior announcement.

1.2 Registration of an account

- (1) The User may create an account of the Wallet (the “**Account**”) by:
 - (a) providing your accurate personal information that we requested to complete our Know-Your-User (KYC)/Know-Your-Business (KYB) process, in which subject to our sole discretion; or
 - (b) sign-in with Third-Party Application or Social-Login which Bitkub may support or change that Bitkub shall notify the User from time to time. For the avoidance of doubt, the purpose of such sign-in procedure is to facilitate the User only. Bitkub cannot control or verify any information or system of the third-party application or social networking service, please see detail on such third-party application or social networking service’s website.
- (2) We reserve the right to suspend or terminate your Account if you provide inaccurate or incomplete information, or if you fail to comply with the Account registration, or this TOS, in which subject to our sole discretion.
- (3) The User is required to provide Bitkub certain information and personal data and information, and in submitting this or any other personal information as required. The User certifies that the information is accurate, up-to-date and authentic, and the User agrees to immediately make an update to Bitkub if any information changes.
- (4) The User agrees 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 Applicable Law.
 - (a) Information that is able to identify the true identity of the User and/or the beneficial owner of each transaction made by the User.
 - (b) Information regarding the User’s transaction whether or not such transaction proceeds through Bitkub’s services.

2. Limited License

- 2.1 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 approved purposes of the use of our defined Services and as permitted by Bitkub explicitly. The User is prohibited from using the Content for any purpose other than the ones defined hereunder.
- 2.2 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 to copyright, trademarks, registered marks or unregistered) (collectively referred to as the “**IPRs**”) are exclusively the property of Bitkub and its licensors.
- 2.3 The User represents and warrants that the User shall not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative or imitative works from, or in any other way exploit any of the IPRs, in whole or in part without Bitkub’s prior written consent.

3. Website Accuracy

- 3.1 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 transaction or use the Services and those decisions are solely made by the User at the User’s own and freely given discretion.
- 3.2 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 or from the Website.

4. Prohibited Use, Prohibited Business and Conditional Use

- 4.1 In connection with the User’s use of the Services, and the User’s interactions with other users and third parties, the User represents and warrants that the User shall not engage in any Prohibited Use, Prohibited Business, or Conditional Use as defined in [Appendix 1](#).
- 4.2 Bitkub reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any Applicable Law, sanctions programs, legal process or governmental request in relation to the Prohibited Use, Prohibited Business, or Conditional Use.
- 4.3 If Bitkub has reasonable belief, by prudent investigation and sufficient evidence from any credible source that the Account is associated with the Prohibited Use, Prohibited Business, or Conditional Use, to the extent permitted by the Applicable Law, Bitkub may have the right to suspend the Account and/or specific transactions to the extent permitted under the Wallet technological functions without any prior notice.

5. Suspension, Termination, and Cancellation

5.1 To the extent permitted under the Wallet technological functions, 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, the Website, and/or (ii) deactivate or cancel the Account in any of the following circumstances:

- (1) Bitkub is required by a valid subpoena, court order, or binding order of a government authority to do so; or
- (2) Bitkub reasonably suspects the User of using the Account in connection with the Prohibited Use, Prohibited Business, or Conditional Use; or
- (3) The use of the Account is subject to any pending litigation, investigation, or government proceeding; or
- (4) Bitkub assesses the risk of legal or regulatory non-compliance associated with the Account activity and the result of such assessment indicates high risk; or
- (5) Bitkub's partners are unable to support the User's use; or
- (6) 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 the Account or abusing promotions which Bitkub may offer from time to time; or
- (7) The User enters the wrong Credentials multiple times; or
- (8) The User breaches this TOS, any of our policies or instructions that Bitkub notifies the User from time to time.

If Bitkub suspends or terminates the Account or terminates the User's use of the Services for any reason, Bitkub will provide the User with notice of Bitkub's actions unless the action was due to a court order or other legal process prohibits Bitkub from providing the User with such notice. The User acknowledges that Bitkub's decision to take certain actions 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 and any internal procedure to the User in any manner.

5.2 Except where prohibited by the Applicable Law or by a subpoena, court order or governmental order, or where Bitkub reasonably suspects Prohibited Use, Prohibited Business, Conditional Use or unlawful activity, Bitkub will, before permanently disabling the User's ability to access the Account, use commercially reasonable efforts to give the User prior notice and a reasonable opportunity and means to authorize the transfer of the User's Digital Asset to an external address designated by the User.

5.3 User account management

(1) Deactivate Account

The User may deactivate the Account at any time by contacting Bitkub and requesting to deactivate the Account according with the procedures specified by Bitkub. When the Account is deactivated, the User will not be

able to log in such Account, and if the User wants to use the Account again, the User must contact Bitkub to re-register the Account.

(2) Suspend Account

The User may request suspension of the Account at any time by contacting Bitkub in accordance with the procedures specified by Bitkub. When the Account is suspended, the User can log in to the Account but cannot conduct any transactions, and if the User wants to unsuspend the Account, the User has to make a request to Bitkub.

(3) Limitation on Suspended Asset Transfer

Under the limitation of technological function and collaboration with Bitkub Exchange, the User may request Bitkub for suspension of transfer of Digital Asset between the Wallet and Bitkub Exchange only. The User accepts and acknowledges that Bitkub shall not suspend any transaction as well as the use of features related to the withdrawal of other assets.

For the management of the Account, the User will not be charged. The termination, or suspension of the Account shall not relieve the User of the obligation and liability to pay any outstanding amounts owed to Bitkub.

- 5.4 Subject to Clause 5.3 (3), the User authorizes Bitkub to suspend any pending transactions at the time of termination.
- 5.5 The User acknowledges and agrees that User Signing Operations can only be authorized and executed through the Smart Contract Wallet. Accordingly, the User understands and accepts that any suspension, restriction, termination or cancellation of the Account or the Services under this Clause 5, and any unavailability, interruption, or discontinuation of the Wallet system, may prevent the User from accessing, authorizing, transferring or otherwise dealing with the Digital Asset associated with the Wallet.

6. Privacy of Others

- 6.1 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.
- 6.2 The User 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 functions and other functions reasonably incidental thereto such as support, reconciliation and accounting unless the User receives the advance User's express consent to do so. The User agrees not to send unsolicited email to a user through the Services.
- 6.3 The User shall indemnify and hold Bitkub harmless from any complaint or claims from the other User or any person of any damages or compensation arising out of from the use of such information of other User.

7. Wallet services

7.1 In General

- (1) The Wallet service allows the User to purchase, send, receive, deposit, withdraw, redeem, transfer, store, and undertake transactions on Blockchain pursuant to instructions the User provides through the Website (each transaction individually referred to as the “**Transfer Transaction**”).
- (2) Bitkub reserves the right to close, impede, make the Bitkub Exchange channel unavailable in response to the system maintenance of or instruction from Bitkub Exchange in order to prevent damages caused from the Transfer Transaction, at Bitkub’s sole discretion that shall be absolute and final.
- (3) Bitkub cannot reverse any Transfer Transaction of Digital Asset.
- (4) If the User attempts to use the Wallet to store, send, request, or receive the Digital Asset in any form that is not supported by Bitkub, the User shall assume responsibility or liability that may arise in connection with such attempt.

7.2 **Transfer Transaction**

- (1) For processing the Transfer Transaction, the User shall be subject to the Gas Fee at the rate prescribed by Blockchain.
- (2) The User acknowledges and agrees that the Transfer Transaction shall be proceeded and confirmed by Blockchain and the verification process by Blockchain may be varied resulting in potential delay in the effectuate and execution of the Transfer Transaction. In case of delay, the User waives all the rights to put any complaint or any claim for any compensation or damage whatsoever against Bitkub, except in the case that such delay is directly attributable to Bitkub’s gross negligence or misconduct.
- (3) In the case of a wrong transaction by no fault of Bitkub, the User agrees to take responsibility and waives all the rights to put any complaint and any claim for any compensation or damage whatsoever against Bitkub.

7.3 **Digital Asset Storage & Transmission Delays**

As a result of our security protocols, it may be necessary for Bitkub to retrieve the Wallet system or related information from offline storage in order to facilitate the Transfer Transaction in accordance with the User’s instruction, and the User acknowledges that this may delay the initiation, reconciling, debiting or crediting of such transaction.

7.4 **Third Party Payments**

- (1) The User acknowledges that Bitkub does not have control over, or liable for the delivery, quality, safety, legality or any other aspect of any Digital Asset that the User may conduct the Transfer Transaction to or from a third-party (including other User), through the Services.
- (2) Bitkub is not responsible, in all circumstances, for ensuring that other User you may transact with will actually complete the transaction or is authorized to do so, except in the case that are directly attributable to Bitkub’s errors.
- (3) If the User experiences a matter with any Digital Asset transferred using the Transfer Transaction from or to a third-party, or if the User has a dispute

with such third-party, the User must resolve the dispute by itself immediately and directly with that third-party; provided that the User agrees to indemnify and hold Bitkub harmless from any damages or complaints that may be incurred from such dispute or conflict.

8. Locking Service *[CURRENTLY NOT AVAILABLE]*

To the extent permitted under the Applicable law, Bitkub or its partner(s) may from time to time launch the Locking Service option for specific types of Digital Asset (the “**Locking Service Campaign**”). Your reward will be determined per certain protocols. When participating in the Locking Service, the User well understands and acknowledges, at their own and absolute discretion, that:

- (1) Locking Service may vary in protocols, estimated return, redemption period, and locking limit. The User can find specific information regarding each protocol on the Website.
- (2) Locking Service is optional, the User is not required to lock asset with Bitkub.
- (3) The User may choose to claim their bonus from the Locking Service, according to terms of each Locking Service Campaign.
- (4) Bitkub does not guarantee the User’s proceeds including locking rewards, any specific reward or return under any Locking Service Campaign.
- (5) If Bitkub is a party initiating the protocol, Bitkub has the right to initiate or terminate such particular Locking Service for any Digital Asset or modify protocols for such services in its sole discretion. Other third party’s protocol shall be subject to each term and condition of each Locking Service campaign.
- (6) The Digital Asset’s value can fluctuate due to their market price at any time. Investment returns are not guaranteed, Bitkub assumes no liability and responsibility for your investment results.
- (7) The User participates in the Locking Service at their own discretion and appropriately understand the accuracy, completeness and usefulness of any risks and information associated with the estimated return and the redemption period of the Locking Service.

9. Privilege and Reward Redemption

For the avoidance of doubt, the provisions of this Clause 9 shall not apply to any platform in respect of which Bitkub has notified the User, through any part of the Website or any other channel by which the User may reasonably expect Bitkub to be responsible for the privileges, or for the redemption of goods or services, and in respect of which the User agrees to be bound by the specific terms and conditions prescribed by Bitkub.

- 9.1 NFT and/or other Digital Asset might be used by the User for special privilege or reward provided and determined by the campaign owner or Bitkub’s Partners pursuant to the link available on the Website.
- 9.2 Privilege or reward may be redeemed by using NFT and/or other Digital Asset per details and conditions as determined by Bitkub’s partner participating in the platform. NFT and/or other Digital Asset are initially designed to provide entertainment value in obtaining and holding them. Unless specified for each

NFT and/or other Digital Asset, NFT and/or other Digital Asset are not meant to have other utility and other specific rights connected to them.

- 9.3 Each NFT and/or other Digital Asset may represent redemption rights as Bitkub's partner designed, so details and conditions of each redemption may vary from a Bitkub's partner to another. A different Bitkub's partner may opt to have different tiers of NFT and/or other Digital Asset in terms of rarity which may also impact their value and redemption rights.
- 9.4 Bitkub will not be liable for any privilege or reward redemption provided by the Bitkub's partner. The reward redemption obligation shall be an obligation between Bitkub's partner and the User. It is the sole responsibility of Bitkub's partner to deliver the privilege or reward or take any actions necessary to ensure that the User receives the privilege or reward and Bitkub's partner shall be responsible for all or any related expenses.
- 9.5 Please be careful before submitting details for delivery of the privilege or reward, the User cannot edit or change such details of delivery afterward, and if the User desires to edit or change such details, the User has to contact such Bitkub's partner by itself.
- 9.6 If the User is unable to exercise NFT and/or other Digital Asset's rights to redeem privilege or reward from Bitkub's partner, or if the privilege or reward is defective, expired, unable to be used normally and safely by the nature of such privilege or reward, unsafe, contrary to any Applicable Law, deprived of rights, or under any encumbrance, due to reasons including but not limited to Bitkub's partner, the entity granting the right to redeem privilege or reward, the service provider for delivery of privilege or reward, or force majeure, Bitkub shall not have any liability for that, and it is the sole responsibility of Bitkub's partner and Bitkub's partner agrees to exchange such defective privilege or reward with new ones for the User at the own expense of Bitkub's partner.
- 9.7 The privilege or reward determined by Bitkub's partner must not be contrary to any Applicable Law. If the providing privilege or reward is necessary or required by any Applicable Law, Bitkub's partner or any third-party providing such privilege or reward must obtain the appropriate legal licenses.
- 9.8 Bitkub's partner shall indemnify and hold Bitkub harmless from and against all Losses arising out of and/or resulting from the activity in connection with redemption, including when the Losses arise due to the actions of third parties, unless such Losses are caused by Bitkub's intention or gross negligence.
- 9.9 If the User is unable to redeem privilege or reward as determined by Bitkub's partner, the User may file a complaint to Bitkub pursuant to Clause 13 for requesting additional information about such Bitkub's partner.

10. The User's Responsibilities

10.1 Log-in Credentials

- (1) The User agrees to be bound by the terms and conditions of this TOS in all respects.

- (2) The User shall be solely responsible for any improper and unauthorized use of the Credentials, User ID, and/or Application Program Interface (API) keys by any other person.
- (3) The User acknowledges and agrees to use adequate security procedures to ensure the confidentiality of the Credentials, User ID, API keys, and to prevent any unauthorized person from using the Credentials, User ID, and/or API keys.
- (4) The User is solely responsible for any loss or compromise of the foregoing information and/or the User's personal information that may result in unauthorized access to the Account by third-parties and the loss or theft of any Digital Asset held in the Account provided that Bitkub will be responsible and liable to any loss or compromise of the foregoing information if such loss arisen from errors, willful misconduct, or gross negligence made by Bitkub.
- (5) The User is solely responsible for keeping the User's email address and contact information up to date in the Account.
- (6) Bitkub does not assume any responsibility in all circumstances for any Losses that the User may sustain due to the compromise of the Account, login or credentials, except such event occurred due to errors, gross negligence, or willful misconduct of Bitkub.
- (7) In the event that the User believes that the Account's information has been compromised, the User must contact Bitkub immediately via email to support@bitkubblockchain.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.
- (8) The User is solely responsible for generating, securing and keeping confidential the User's Credentials. Every User Signing Operation must be authorized by the User using the Credentials and is then executed through the Wallet system and the Entry Point Contract on KUB Chain.

10.2 Account Activities

The User shall be responsible for all activities that occur under your Account, regardless of whether the activities are authorized by you, undertaken by you, or third-party. Bitkub is not responsible for unauthorized access to your Account.

10.3 Security

- (1) The User shall be responsible for the safeguarding and confidentiality of the Credentials, User ID, Application Program Interface (API), and for all transactions initiated through the Services.
- (2) The User shall be responsible for properly configuring and protecting your content in a manner that will provide appropriate security and back up.

10.4 The User's Representation and Warranties

The User represents and warrants that:

- (1) all information submitted by you is 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 information or content that you submit, post or display on the Website, on or through the Services granted herein. The User also represents and warrants that such 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 license to such rights; and
- (5) your access and use of the Services will be in accordance with the Applicable Law.

10.5 Change of Authentication Factors; Waiver of Prior Credentials and User Signing Operation

The Credentials and any authentication factor used by the User to log in to, or to authorise a User Signing Operation (including, without limitation, the phone number, SIM card, device, or channel for receiving authentication codes used to access the Wallet) are personal to the User. The User shall maintain sole control over such factors at all times and shall promptly notify Bitkub of any change, transfer, disposal, sale, deactivation, or reassignment of such authentication factors.

Where the User changes, transfers, disposes of, sells, or ceases to use any such authentication factor (including changing or selling the phone number used to log in to the Wallet) without prior notice to Bitkub in accordance with the preceding paragraph, the User shall be deemed to have irrevocably waived the right to use such prior Credentials and User Signing Operation, and shall be solely responsible for any and all Losses arising out of or in connection therewith, including, without limitation, any access, authorisation, or Transfer Transaction effected by any person who acquires such authentication factor. The User irrevocably agrees not to bring any claim against Bitkub and releases Bitkub and any of its Affiliate from any and all related liabilities and claims, save where such event arises from the error, gross negligence, or wilful misconduct of Bitkub.

11. Marketing Campaign

Bitkub will, from time to time, launch a marketing campaign, marketing activities, promotions, incentives, redemption, partnership, or any activities relating to marketing and promotion purposes, either solely by Bitkub or in collaboration with perspective partners which allows the User to participate in the campaign (together, the “**Marketing Campaign**”). We may provide the reward for the participation as we see reasonable, which includes but is not limited to NFTs, tokens, and any Digital Asset. The rule and reward will be determined per certain protocols. When participating in the Marketing Campaign, the User acknowledges and agrees that:

- (1) The Marketing Campaign is optional, the User is not required to participate with Bitkub;
- (2) Bitkub does not guarantee the User's proceeds including rewards, any specific reward, or return under any Marketing Campaign;
- (3) To extent permitted under the Applicable Law, Bitkub has the right to initiate or terminate the Marketing Campaign or modify protocols for such services in its sole discretion.

12. Privacy Notice

Please refer to our Privacy Notice (available [here](#)) for information on how we collect, use or disclose your information. The User 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.

13. User Feedback, Queries, Complaints

- 13.1 If the User has any feedback, questions, or complaints, please contact our User support at support@bitkubblockchain.com or write to Bitkub at BITKUB BLOCKCHAIN TECHNOLOGY Co., Ltd. located on 2525, FYI Center Tower 1, 11th floor, Unit 1/1101-1/1104, 1/1106, 1/1108-1/1110, Rama 4 Road, Klongtoei Sub-district, Klongtoei District, Bangkok 10110 Thailand.
- 13.2 When the User contacts Bitkub please provide Bitkub with your name, address, and any other information Bitkub may need to identify the User, the Account, and the transaction on which the User has feedback, questions, or complaints.

14. Notices

- 14.1 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 Bitkub, under household registration, to the User's place of business, 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 email has been transmitted. However, any notice which is not required hereunder to be made in writing or orally shall be deemed to have been duly acknowledged by the User when Bitkub had notified the User verbally or by phone.
- 14.2 In the event the User fails to give any response to Bitkub's notices and/or documents relating to the transaction of Digital Asset within a period of time as prescribed by Bitkub, the User agrees that Bitkub shall be entitled to suspend the Account and not be liable for any Losses suffered by the User as a result of that suspension.

15. Information Disclosure

In the event that Bitkub is requested or required by law or any order of court of competent jurisdiction or government agency or any obligation or agreement, or in case of any reasonable causes, the User agrees and consents 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 account opening; and/or
- (4) any other information and/or transaction related to this TOS to the extent permitted by the Applicable Law.

In addition, the User consents Bitkub to verify your information or do any necessary act if it is requested or required by law or any order of court of competent jurisdiction or government agency or any obligation or agreement.

16. Liabilities and Indemnifications

- 16.1 If the User has a dispute with one or more User or other third-party arisen from or about the Services, the User irrevocably agrees to release Bitkub, its affiliates and service providers, and each of Bitkub's respective officers, directors, agents, joint ventures, employees and representatives (the "**Indemnified Parties**") from any and all Losses of every kind and nature arising out of or in any way connected with such disputes except such event occurred due to in the case of errors, gross negligence, or willful misconduct of Bitkub.
- 16.2 The User further agrees to indemnify and hold the Indemnified Parties harmless from any Losses arising out of or related to
 - (1) breach or violation of any representation or warranty by you contained in this TOS;
 - (2) any default or breach by you under any agreement or covenant contained in this TOS herein; or
 - (3) any violation by you of any Applicable Law, in all cases.
- 16.3 Bitkub has the right, in addition to other rights hereunder, to demand the User be responsible for any Losses suffered by Bitkub 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 Bitkub to be responsible hereunder for actions or omissions which have not been attributed to the fault of Bitkub.
- 16.4 To the fullest extent permitted by Applicable Law, the Indemnified Parties shall not be liable for any Losses arising out of or in connection with any suspension, restriction, termination or cancellation of the Account or the Services effected in accordance with this TOS, or any unavailability, interruption or discontinuation of the Wallet system, including any inability of the User to access, authorize, transfer or otherwise deal with any Digital Asset as a result. The User irrevocably waives and releases the Indemnified Parties from any and all such claims, save in the case of Bitkub's fraud, willful misconduct or gross negligence.

17. Limitation of Liabilities

- 17.1 To the fullest extent permitted by the Applicable Law, in no circumstances shall the Indemnified Parties be liable for any lost profits or any special, incidental, indirect, intangible, or consequential damages, whether based on contract or tort or otherwise arising out of or in connection with the authorized or unauthorized use of the Website or the Services, or this TOS, except such event occurred due to in the case of errors, gross negligence, or willful misconduct of Bitkub.
- 17.2 Estimated prices of the Digital Asset displayed on the Wallet are provided for informational purposes only. 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 Wallet. The displayed prices are estimated from Coingecko, GeckoTerminal, Moralis, or Bitkub Exchange, which Bitkub reserves the right to add, change, or remove such source of displayed price, at Bitkub's sole discretion, and without prior 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.

17.3 Computer Viruses and other Interruptions

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

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

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

- 17.4 The Services in the Website are provided on an “**AS IS**” and “**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. The User acknowledges 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.
- 17.5 Bitkub does not warrant or certify the confidentiality or security of any information transmitted through the internet. The User accepts and agrees that Bitkub does not represent or guarantee against any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to the Website and/or the Services or any relevant internet service provider, network provider or communication network provider and shall not be liable for any Losses incurred from such.
- 17.6 Bitkub is not responsible for data charges you may incur in connection with your use of the Services.

- 17.7 The User agrees that Bitkub has no responsibility to continue making the 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.
- 17.8 To the extent permitted under the Applicable Law, Bitkub shall not assume or be responsible and liable to, in all circumstances, any Losses occurred to the Account and/or to your information (such as Credentials, User ID, public API or password) including transaction, assets, information and all types of property.
- 17.9 To the extent permitted under the Applicable Law, 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 the Prohibited Use, Prohibited Business, or Conditional Use.
- 17.10 Bitkub shall not be responsible for monitoring or controlling transactions, and no transactions can be reversed.
- 17.11 Bitkub will not be liable to you or any person for any Losses arising from any transaction in the Services.
- 17.12 The User acknowledges that Bitkub does not have control over, and is not liable for the delivery, quality, safety, legality or any other aspect of any Digital Asset that you may receive from using the Services.
- 17.13 The User agrees that Bitkub shall not be liable to you, any person for any modification or termination of the Services, including suspension or termination of your access, except to the extent otherwise expressly set forth herein.
- 17.14 Bitkub shall not be liable to you if you are not or shall not be qualified to open and/or use the Account.
- 17.15 Bitkub does not monitor, screen, endorse or independently approve any User Signing Operation, counterparty, Smart Contract, decentralized application, token or Digital Asset that the User interacts with through the Wallet, and does not initiate any User Signing Operation on its own behalf. The User is solely responsible for evaluating and verifying any operation or counterparty before authorizing it.
- 17.16 Bitkub does not provide any investment, financial, legal or tax advice in connection with the Wallet, and does not act as a broker, dealer, exchange or fund manager in respect of any User Signing Operation.

18. 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 halt of blockchain, network congestion while transferring on blockchain, or any event that prevents the transfer on blockchain from occurring and completing, any acts of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, flooding, interruption in telecommunications or internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our commercial reasonable control.

19. Termination

- 19.1 This TOS shall be valid and effective for an indefinite period unless terminated by either party.
- 19.2 The User may terminate this TOS when it appears that the User does not owe any obligation with Bitkub and that termination thereof shall be notified to Bitkub in writing which shall become effective upon the date falling the seventh business day as from receipt of such notice by Bitkub. Subject to Clause 5.3 (3) and 7.1 (2), the User allows Bitkub to exercise its discretion without any liabilities to suspend or stop the transaction of the Digital Asset.
- 19.3 Where the User has not been in contact with Bitkub for a period of time determined by Bitkub and/or the User has no outstanding balances with Bitkub, the User hereby allows Bitkub to, at its own discretion, suspend and/or close the Account. Where Bitkub does not close the Account, Bitkub shall have the rights to charge a maintenance fee for the Account in an amount and within a period of time as prescribed by Bitkub.
- 19.4 Where Bitkub shall terminate this TOS, Bitkub shall notify the User in writing in which case the User agrees to settle all obligations, interest and accessories within a period of time as prescribed by Bitkub.
- 19.5 If the User fails to comply with 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:
- (1) 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
 - (2) preclude your access to the Services or take a measure pursuant to Clause 5 (Suspension, Termination, and Cancellation).

20. 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 Account, debts owed to Bitkub, general use of the Websites, disputes with Bitkub, and general provisions, shall survive the termination or expiration of this TOS.

21. 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 to 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.

22. Amendments

- 22.1 Bitkub, at Bitkub's sole discretion and without any advance notice, may amend or modify this TOS, its Appendices, and any amendments; provided that Bitkub will take consideration of the User's benefit at Bitkub's utmost concern and Bitkub will post on the Website. The User hereby agrees and acknowledges to strictly comply with this TOS.
- 22.2 In case the User does not agree or accept any such revision or amendment, the User has the right to terminate the User use of the Services and close the Account.

23. Assignment

- 23.1 The User shall not assign any rights and delegate any obligations granted under this TOS and relating to the Services in any event without the written consent given specifically by Bitkub pursuant to the defined process.
- 23.2 Bitkub reserves the right to assign our rights without any restriction, including without limitation to our affiliates or subsidiaries and holding company, or any successor in interest of any business associated with the use of the Services by the User.
- 23.3 In the event that Bitkub is acquired by or merged with a third-party entity, Bitkub reserves the right, in any of these circumstances, to transfer or assign the information Bitkub has collected from the User to the third-party entities as part of such merger, acquisition, sale, or other change of control.
- 23.4 Any attempted transfer or assignment in violation hereof shall be null and void.
- 23.5 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.

24. Severability

If any provision of this TOS is determined to be invalid or unenforceable under any Applicable Law, 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.

25. Governing Law and Dispute Resolution

- 25.1 This TOS shall be governed by and construed in accordance with the laws of Thailand.
- 25.2 The User and Bitkub (hereinafter collectively referred to as the "**Parties**", and individually as a "**Party**") hereby acknowledge and concur that the settlement of dispute by way of arbitration is a means of settling disputes outside of court, conducted by an independent and impartial third party. In particular, the settlement of dispute by way of arbitration is confidential and time-efficient, which is beneficial to both the User and Bitkub. As a result, the Parties hereby agree to settle any dispute arising out of or in connection with this TOS ("**Dispute**") by way of arbitration, pursuant to Clauses 25.3 to Clauses 25.7 of this TOS. In particular, the Parties hereby acknowledge and concur that, by

agreeing upon the arbitration clause in Clause 25 of this TOS, the Parties bind themselves to settle the Dispute only through arbitration. In case where the User or Bitkub institutes the Dispute at a court, the User or Bitkub is entitled to file with a court a motion requesting that a court dismiss a claim and refer a claim to arbitration. And, in the end, when an arbitral award is rendered, the Party dissatisfied with an arbitral award is entitled to file an application with a court to set aside an arbitral award.

- 25.3 In the event a Dispute arises, the Parties agree to enter into the negotiation to amicably settle the Dispute, so as to accord the other Party with the opportunity to realize the official emergence of the Dispute and, firstly, attempt to reach an amicable resolution. In this regard, the Party espousing the Dispute shall communicate to the other Party a written notice requesting for the negotiation to amicably settle the Dispute.
- 25.4 If the Parties are unable to reach the amicable settlement within 30 days from the date on which the Party receives a written notice requesting for the negotiation to amicably settle the Dispute under Clause 25.3, the Parties agree to settle the Dispute by way of arbitration under the arbitration rules of Thai Arbitration Institute (“TAI”) (please consider the information as to the relevant rules and expenses via <https://tai.coj.go.th/th/content/article/detail/id/8226/iid/391398> and <https://tai.coj.go.th/th/content/page/index/id/90>, or as may be amended by TAI) under the administration of TAI. With this respect, the Parties hereby agree to adopt the expedited procedures.

In this regard, for the sake of clarity, the Parties hereby acknowledge and concur that, insofar as the Parties do not duly comply with Clause 25.3 of this TOS, the Disputes is not inadmissible to the arbitration.

However, for the sake of clarity, the Parties hereby acknowledge and concur that the failure to duly comply with Clause 25.3 of this TOS shall, in no way, impact the validity and enforceability of the arbitration clause in Clause 25 of this TOS. As such, the Parties are still bound to settle the Dispute by way of arbitration, pursuant to Clauses 25.3 to Clauses 25.7 of this TOS.

- 25.5 The Parties agree that Thailand is the seat of arbitration.
- 25.6 The Parties agree to adopt Thai language in conducting the arbitration proceedings.
- 25.7 The arbitral tribunal shall have the authority to determine fees and expenses in arbitration proceedings, remuneration of arbitrator(s), and lawyer's fees and expenses, as the arbitral tribunal deems appropriate, mainly taking into account the Parties' good faith in the commencement of and participation in arbitration proceedings.
- 25.8 Before entering into this TOS, should the User have any question as to the settlement of dispute by way of arbitration under Clause 25 of this TOS, Bitkub urges the User to first study the information published in TAI's website (via <https://tai.coj.go.th/th/page/item/index/id/1> or as may be amended by TAI) and/or contact Bitkub for the explanation so that the User can obtain sufficient information for the consideration.

26. Waivers/ Bitkub’s Rights and Remedies

No failure or delay by Bitkub in exercising any right or remedy provided by 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.

27. No Fee

Bitkub does not charge any service fee for any service in connection with use of the Wallet and the Account made by the User.

APPENDIX 1 Prohibited Use, Prohibited Business, Conditional Use

Prohibited Use

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

- **Unlawful Activities:** Activities which may violate, considered to be violated, or assist in violation of, any law, statute, ordinance, or regulation, as enforced in Thailand or any jurisdictions where we conduct our business, or which would involve proceed of any unlawful activities; or activities which involves the publication, distribution or dissemination of any unlawful material or information.
- **Abusive Activities:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Website that contain viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to other sites, your Account, computer systems or networks connected to the Website, through password mining or any other means; use account information of another party to access or use the Website, or transfer your Account access or rights to your Account to a third party, unless by operation of any Applicable Law or with the express permission of us.
- **Abuse Other Users:** Interfere with another individual's or entity's access to use of any of our Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Website about others, including without limitation email addresses, without proper consent.
- **Fraud:** Activity which operates to defraud us, our other users using the 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 Bitkub or in any manner; any action that implies an untrue endorsement by or affiliation with us.
- **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 Use described above, the User is prohibited to engage in the following business practices from the Services (“**Prohibited Business**”).

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

By opening the Account, the User affirms that the User 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:** Check cashing, bail bonds, collections agencies.
- **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, or 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 Bitkub must be obtained before you can use our Services for the following categories of business and/or use (“**Conditional Use**”).

Our consent may be requested by contacting Bitkub at support@bitkubblockchain.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 Asset transmitters; currency or Digital Asset 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.