

API Terms of Service

IMPORTANT - READ CAREFULLY: This API License Agreement (this "Agreement") is a contract between you, as Licensee ("You" or "Licensee") and CRYPTOCOINHUB and applies to the use of the CRYPTOCOINHUB API service (the "Service"). IF YOU DO NOT AGREE TO BE BOUND BYTHE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT USE OR ACCESS OUR SERVICES. INSTEAD, IF YOU WISH TO MODIFY THESE TERMS PRIOR TO USING OR ACCESSING OUR SERVICES, PLEASE CONTACT US AT <u>SUPPORT@CRYPTOCOINHUB.NET</u>.

In this Agreement, "you" or "your" means any person or entity using the Service. Unless otherwise stated, "CRYPTOCOINHUB," "we" or "our" will refer collectively to CRYPTOCOINHUB Luxembourg S.a.r.l. and itsaffiliates. This Agreement is effective as of the date you first access, download or use the API, orclicks the Acceptance button ("Effective Date"), until the time it is terminated. This Agreement incorporates the CRYPTOCOINHUB Terms of Use, the terms of which also govern your use of the CRYPTOCOINHUB Crypto Wallet Service.

1. Licenses and Restrictions

- API License. Subject to the terms and conditions of this Agreement, CRYPTOCOINHUB hereby grants to you a non-exclusive, non-transferable, non-sublicense-able, limited license to use the Application Programming Interface ("API License") solely in accordance with this Agreement. You may do the following under this API License:
 - Access information provided by CRYPTOCOINHUB via the API ("Database") onlyinthe manner permitted by CRYPTOCOINHUB;
 - Retrieve public information about the Bitcoin CRYPTOCOINHUB, including transaction history, balances, addresses, aggregate statistics;
 - Receive notifications about payments to particular addresses;
 - Observe transactions on the network in real time;
 - Retrieve current Bitcoin market prices;

- Use the API as often and as many times as necessary to conduct your business;
- Send Bitcoin, generate addresses and private keys, generate and modify address labels;
- Query the Database, execute transactions and retrieve therefrom information necessary to facilitate the Permitted Use provided for in this Section; such information stored and/or retrieved in the Database (but exclusive of your information not accessed by the API) is defined as "CRYPTOCOINHUB Content" or "Content"; and
- Abide by this and all other agreements you have or will enter into with CRYPTOCOINHUB.

Any combination of the foregoing bulleted subsections above are "Permitted Use." Permitted Use is subject to all restrictions identified herein. We will provide to you a key that will permit you to use the API (the "Key"). The Key is the property of CRYPTOCOINHUB and may be immediately revoked or terminated by CRYPTOCOINHUB, includingyour use of the Content or Database in any way not expressly permitted or grantedunder this Agreement. A "Third Party Service Provider" is any third partyservice provider who is reasonably needed to undertake the Permitted Use of this Agreement and who is subject to all restrictions herein, including confidentialityprovisions at least as restrictive as those set forth in Section 7 ("Confidential Information").

2. General License Conditions and Restrictions. You shall neither use the Database or the API Program in any way not expressly permitted or granted under this Agreement, nor use any alternative means such as robots, spiders, scraping or other technology to access, query, or use www.CRYPTOCOINHUB.com, or any other web site owned or operated by CRYPTOCOINHUB or any of its affiliates or subsidiaries (the "CRYPTOCOINHUBSite"), Database, Content, or API Program to obtain any information, other than as provided by CRYPTOCOINHUB to you pursuant to this Agreement. You may not distribute, facilitate, enable or allow access or linking to the CRYPTOCOINHUB Content or Database from any location or source other than your Site. You shall not permit orenable third parties to copy or obtain CRYPTOCOINHUB Content from your Site in any unauthorized manner including, but not limited to, the use of using robots, spiders, scraping or any other technology. Following expiration or termination of this Agreement, you shall not use (or facilitate use of) any alternative means such as robots, spiders, scraping or other technology to access, query, or use the CRYPTOCOINHUB Site, Database, Content, or API Program to obtain any information. We may deprecate or

terminate the availability or performance of the API at any time and for any reason.

3. Restrictions and Conditions on Use. You agree that you shall not use the API Program, Database, or CRYPTOCOINHUB Content, or permit same to be used in any manner, whether directly or indirectly, that would (i) permit the disclosure of the APIProgram, Database, or the CRYPTOCOINHUB Content (other than CRYPTOCOINHUB Content authorized by this Agreement to be Publicly Displayed as defined hereunder), to, or the use of the API Program, Database, or the CRYPTOCOINHUB Content by, anyone otherthan your employees or Third Party Service Providers, or (ii) enable the API Programto be used in any location other than your Site (unless CRYPTOCOINHUB otherwisehas agreed in writing in advance).

Specific Prohibitions: Notwithstanding anything contrary in this Agreement, you are specifically prohibited from doing any of the following:

- You shall not sell, transfer, sublicense, or disclose your Key or any credentials provided by CRYPTOCOINHUB to any third party (other than ThirdPartyService Providers);
- You shall not sell, transfer, sublicense and/or assign any interest in the CRYPTOCOINHUB Content;
- You shall not transmit, facilitate, enable or otherwise provide the CRYPTOCOINHUB Content or the API Program to any third parties not expressly authorized bythis Agreement;
- You shall not modify, decompile or otherwise alter the API Program;
- You shall not engage in phishing attacks or any activity associated with malware;
- You shall not make requests to the API that are, in our sole discretion, excessive;
- You shall not use the API to discover undocumented calls or other functionality of the API;
- You shall not use the API to discover private information about other users;
- You shall not use the API to discover private information about our System;
- You shall not circumvent or attempt to circumvent any limitations on API requests we put in place; and
- You shall not commercialize (i.e., sell, rent, or lease), copy, store or cache the CRYPTOCOINHUB Content, other than for the purposes allowed by this Agreement, or use or access the Database, Content or the API Program in a

manner inconsistent with the terms of this Agreement.

- 4. Certification. Your use of the CRYPTOCOINHUB Content and participation in the API Program may be dependent upon the certification by CRYPTOCOINHUB or an independentthird party designated by CRYPTOCOINHUB of your technology in accordance with the security and stability guidelines and the display and use of the API Program and CRYPTOCOINHUB Content in accordance with this Agreement ("Certification"). You shall be responsible for all costs associated with Certificationand any modification necessary to meet the Certification criteria. Future modifications of your Site, use or display of the CRYPTOCOINHUB Content or API Program are subject to re-Certification. Failure by you to obtain and maintain Certification is cause for immediate termination of this Agreement.
- 5. Display of CRYPTOCOINHUB Content. You may only display the CRYPTOCOINHUB Content in accordance with the following guidelines: You shall not under any circumstancesdisplay or cause another to display specific CRYPTOCOINHUB User information in a PublicDisplay; provided however, You may provide specific CRYPTOCOINHUB User information to the CRYPTOCOINHUB User for Private Display for such CRYPTOCOINHUB User. "Public Display" isdefined as the display of the CRYPTOCOINHUB Content to anyone otherthan the owner, originator, creator, or developer of such content. "Private Display" is defined as the display of the CRYPTOCOINHUB Content to a particular CRYPTOCOINHUB User relating only to such CRYPTOCOINHUB User's CRYPTOCOINHUB activities;
- 6. Prohibited Functions. Unless otherwise stated, all new CRYPTOCOINHUB User registrationson items shall take place on the CRYPTOCOINHUB Site and cannot be done through the API. In addition, all CRYPTOCOINHUB User preferences, registration preferences, and privacy preferences shall be set by the CRYPTOCOINHUB User directly onthe CRYPTOCOINHUB Site.
- 2. Content and Intellectual Property Licenses.
 - 1. Content and IP Ownership. Except as otherwise provided in this Agreement, as between CRYPTOCOINHUB and You, CRYPTOCOINHUB retains all rights, title and interest in and toall intellectual property rights (including without limitation all patent, trademark, copyright, trade dress, trade secrets, database rights and all other intellectual property rights) embodied in or associated with the API Program, CRYPTOCOINHUB Content, CRYPTOCOINHUB Site and any and all CRYPTOCOINHUB services, technology and any content created or derived there from. There are no implied licenses under this Agreement, and any rights not expressly granted to you hereunder are reserved by CRYPTOCOINHUB or its suppliers. You shall not

- take any action inconsistent with CRYPTOCOINHUB 's ownership of the API Program, and/or CRYPTOCOINHUB Content. You shall not exceed the scope of the licenses granted hereunder.
- 2. Limits on Sublicensing. All license rights (under any applicable intellectual property right) granted herein are not sublicenseable, transferable or assignable, except as otherwise provided herein.
- Uptime. CRYPTOCOINHUB does not guarantee that the CRYPTOCOINHUB Site or the CRYPTOCOINHUB Content shall be available twenty-four hours a day.

3. Term and Termination.

- 1. No Notice. CRYPTOCOINHUB may terminate this Agreement at any time uponadvancenotice for any reason and without notice to you.
- Survival. The following Sections of the Agreement shall survive any termination of this Agreement: the following sections under Section 1.2 ("General License Conditions and Restrictions"), Section 1.3 ("Restrictions and Conditions of Use"), Section 2 ("Content and Intellectual Property Licenses"), Section 3.2 ("Survival"), Section 6 ("Representations and Warranties"), Section 7 ("Confidential Information"), Section 8 ("Limitation of Liability"), Section 9 ("Indemnification"), and Section 10 ("General").
- 3. Effects of Termination. Upon termination of this Agreement, you shall no longer log in with your Key and all licenses granted hereunder shall terminate unless such licenses are expressly stated as surviving; provided further, you shall provide proof to CRYPTOCOINHUB of the destruction of any CRYPTOCOINHUB Content or Customer Informationwithin three (3) days of such expiration or termination.
- 4. Security and Stability. You acknowledge that it is in the best interests of both parties that CRYPTOCOINHUB maintains a secure and stable environment; to that end, CRYPTOCOINHUB reserves theright to change the method of access to the API Program, Database and/or CRYPTOCOINHUB Content at any time. You also agree that, in the event of degradation or instability of CRYPTOCOINHUB 's system or an emergency, CRYPTOCOINHUB may, in its sole discretion, temporarily suspend your access to the API Program, Database and/or CRYPTOCOINHUB Content under this Agreement in order to minimize threats to and protect the operational stability and security of the CRYPTOCOINHUB system.
- 5. Disclaimer of Warranties. ACCESS TO THE DATABASE AND YOUR USE OF THE API IS PROVIDED HEREUNDER ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND.

EXCEPT AS EXPRESSLY STATED HEREIN, CRYPTOCOINHUB DISCLAIMS ALL WARRANTIES ANDCONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATIONTHE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CRYPTOCOINHUB DOESNOT REPRESENT OR WARRANT THAT THE CRYPTOCOINHUB SITE SHALL OPERATE

SECURELY OR WITHOUT INTERRUPTION. You acknowledge that you have not entered into this Agreement in reliance upon any warranty or representation.

- 6. Representations and Warranties. You represent and warrant that you shall at all times comply with all laws and regulations applicable to your products and/or services, related promotional activities and its performance under this Agreement.
- 7. Confidential Information.
 - 1. Confidential Information. Confidential Information Defined. CRYPTOCOINHUB 's "Confidential Information" is defined as any confidential or proprietary information which is disclosed to you in a writing marked "Confidential" or, if disclosed orally, is identified as confidential at the time of disclosure and is subsequently reduced to a writing marked "Confidential" and delivered to the other party within ten (10) days of disclosure, or disclosed through the API. The terms of this Agreement, CRYPTOCOINHUB Content, Database, Services, Technology, the API Program, your User ID, and Customer Information (including user IDs, passwords, and any account information)shall be deemed Confidential Information regardless of whether marked "Confidential."
 - Licensee Obligations. You shall hold CRYPTOCOINHUB's Confidential Information
 in confidence and shall not disclose such Confidential Information to third parties
 noruse CRYPTOCOINHUB's Confidential Information for any purpose other than as
 required toperform under this Agreement. Where Confidential Information is
 required to be disclosed by a court, government agency, regulatory requirement,
 or similar

disclosure requirement, you shall immediately notify CRYPTOCOINHUB upon learning of the existence or likely existence of such requirement and shall use reasonable efforts to avoid such disclosure and, if necessary, use reasonable efforts to obtain confidential treatment or protection by order of any disclosed Confidential Information.

Notwithstanding any contrary provision in Section 15 ("Notice"), notification to CRYPTOCOINHUB under this Section 7.2 should be provided by personal delivery on a same day. Your obligations hereunder shall survive the termination of this Agreement for aperiod of five (5) years.

- 3. Return of Confidential Information Upon Termination. Upon termination of this Agreement, you shall return to CRYPTOCOINHUB within three (3) days all ConfidentialInformation and all documents or media containing any such Confidential Information and any and all copies or extracts thereof.
- 4. Competitive or Similar Materials. Notwithstanding the foregoing, in no event shall CRYPTOCOINHUB be precluded from discussing, reviewing, developing for itself, having developed, acquiring, licensing or developing for third parties, as well as marketingand/or distributing, materials which are competitive with your products and/or services (collectively, "your Products"), irrespective of their similarity to current Products or your Products that may be developed hereafter.
- 8. Limitation of Liability. CRYPTOCOINHUB SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER FORM OF ACTION) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CRYPTOCOINHUB IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9. Indemnification. You shall indemnify CRYPTOCOINHUB against any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "Claims") which CRYPTOCOINHUB may incur as a result of any third party actions arising from or relating to:
 - (1) Your or Third Party Service Provider's use of the API Program, the CRYPTOCOINHUB Content, Database, Services or Technology in excess of the rights granted hereunder or (2) Content, Database, Technology, or Services provided by You or others on your behalf.

10. General.

- 1. Governing Law; Venue. This Agreement shall be construed in accordance with and governed exclusively by the laws of Luxembourg applicable to agreements made among Luxembourg residents and to be performed wholly within such jurisdiction, regardless of such parties' actual domiciles. You agree that any cause of action arising under this Agreement shall be brought exclusively in a court in Luxembourg.
- 11. Publicity. You shall not make any public statement regarding the terms of this Agreement, any aspect thereof, or the API Program without CRYPTOCOINHUB's prior written approval whichmay be withheld at its sole discretion.
- 12. Independent Contractors. This Agreement does not create, and nothing contained in this Agreement shall be deemed to establish, a joint venture between the parties, or the relationship of employer-employee, partners, principal-agent, a fiduciary relationship or the like.
- 13. Assignment. You may not assign rights nor delegate duties hereunder without

CRYPTOCOINHUB's prior written consent, which may be withheld at its sole discretion.

14. Severability. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

- 15. Notice. Any notice under this Agreement shall be in writing and delivered by confirmed email and shall be deemed given upon confirmation of receipt of e mail. Notices shall be sent to a party at its address set forth above or such other address as that party may specify in writing pursuant to this Section 15, or to the email address you provide ("Notice").
- 16. Entire Agreement; Waiver. This Agreement sets forth the entire understanding and agreement of the parties regarding the API Program, and supersedes any and all oral or written agreements or understandings between the parties, as to the API Program, except to the extent that it incorporates CRYPTOCOINHUB's User Agreement, Privacy and Acceptable UsePolicies as described herein. The waiver of a breach of any provision of this Agreementshallnot operate or be interpreted as a waiver of any other or subsequent breach.