

Terms of Service

Last Updated: 18 December 2025

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.

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, disclose, 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).

“**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>).

“**BKCPort**” means the platform on KUB Chain that shows the token’s information on the dashboard (<https://bkcpport.com/tokens>).

“**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.

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

“**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.

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

“**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.

“**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 Customer during the authentication process for its Account of the Wallet.

“**PINs**” means the electronic personal identification number of the Customer 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.

“**Third-Party Application**” or “**Social Login**” 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 ID**” means a unique identifier assigned to each user within a specific system or platform.

“**Wallet**” means KUB Wallet which is a decentralized wallet service developed by Bitkub.

“**Website**” means the website at www.bitkubnext.com or any other website that Bitkub may notify the Customer 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 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 Customer 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 Customer who are in this group, if you are a new Customer or the Customer 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 Customer who have registered before 12 September 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 Customer may create an account of the Wallet (the “**Account**”) by
 - (a) providing your accurate personal information that we requested to complete our Know-Your-Customer (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 Customer from time to time. For the avoidance of doubt, the purpose of such sign-in procedure is to facilitate the Customer 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 Customer is required to provide Bitkub certain information and personal data and information, and in submitting this or any other personal information as required. The Customer certifies that the information is accurate, up-to-date and authentic, and the Customer agrees to immediately make an update to Bitkub if any information changes.
- (4) The Customer 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 Customer and/or the beneficial owner of each transaction made by the Customer.
 - (b) Information regarding the Customer’s transaction whether or not such transaction proceeds through Bitkub’s services.

2. Limited License

- 2.1 Bitkub hereby grants the Customer 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 Customer is prohibited from using the Content for any purpose other than the ones defined hereunder.
- 2.2 The Customer 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**”) is exclusively the property of Bitkub and its licensors.
- 2.3 The Customer represents and warrants that the Customer 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 Customer 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 Customer to enter into any transaction or use the Services and those decisions are solely made by the Customer at the Customer’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 Customer 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 Customer’s use of the Services, and the Customer’s interactions with other users and third parties, the Customer represents and warrants that the Customer 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 Bitkub has reasonable believe, 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 cancel and/or suspend the Account and/or block any transactions including but not limited to the Transfer Transaction and/or immediately freeze funds without any prior notice.

5. Suspension, Termination, and Cancellation

5.1 Bitkub, at Bitkub's sole and final discretion, may: (i) suspend, restrict, or terminate the Customer'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 suspect the Customer 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 service partners are unable to support the Customer's use; or
- (6) The Customer takes any action that Bitkub deems as circumventing Bitkub's controls in any case or any circumstance, including, but not limited to, opening multiple of the Account or abusing promotions which Bitkub may offer from time to time; or
- (7) The Customer enters the wrong PINs or Password multiple times; or
- (8) The Customer breaches this TOS, any of our policies or instructions that Bitkub notify the Customer from time to time.

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

5.2 If Bitkub suspends or closes the Account, or terminates the Customer's use of the Services for any reason, Bitkub reserves the right to require the Customer to complete the verification procedures before permitting the Customer to transfer or withdraw Digital Asset out of your Wallet.

5.3 Customer account management

(1) Deactivate Account

The Customer 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 Customer will not be able to log in such an Account, and if the Customer wants to use the Account again, the Customer must contact Bitkub to re-register the Account.

(2) Suspend Account

The Customer 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 Customer can log in to the Account but cannot conduct any transactions, and if the Customer wants to unsuspend the Account, the Customer has to make a request to Bitkub.

(3) Suspended Asset Transfer

The Customer may request Bitkub for suspension of transfer of Digital Asset between (i) the Wallet and Bitkub Exchange, (ii) the Wallet and external wallet, and (iii) the internal transfer of the Wallet to the Wallet (KUB Wallet to KUB Wallet) as well as the use of features related to the withdrawal of other assets.

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

- 5.4 The Customer authorizes Bitkub to cancel or suspend any pending transactions at the time of termination and Bitkub shall return all Digital Asset which are in holding of the Wallet.

6. Privacy of Others

- 6.1 If the Customer receives information about another Customer through the Services, the Customer shall keep such information in strict confidence and shall only use it in connection with the Services.
- 6.2 The Customer shall not disclose or distribute any Customer'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 Customer receives the advance customer's express consent to do so. The Customer agrees not to send unsolicited email to a user through the Services.
- 6.3 The Customer shall indemnify and hold Bitkub harmless from any complaint or claims from the other Customer or any person of any damages or compensation arising out of from the use of such information of other customer.

7. Wallet services

7.1 In General

- (1) The Wallet service allows the Customer to purchase, send, receive, deposit, withdraw, redeemed, transfer(ed), store, and undertake supported transactions of the supported Digital Asset on KUB Chain from Bitkub, third parties, or yourself pursuant to instructions the Customer provides through the Website (each such transaction individually referred as the “**Transfer Transaction**”).
- (2) Bitkub reserves the right to (a) refuse, (b) process, or (c) cancel any pending Transfer Transaction as required by law or in response to a subpoena, court order, or other binding government order; or (d) to enforce transaction limits at Bitkub's sole discretion that shall be absolute and final.

- (3) Bitkub cannot reverse any Transfer Transaction of Digital Asset which has been broadcasted to KUB Chain.
- (4) The Wallet service are compatible only in connection with those Digital Asset(s) that Bitkub, at its sole and final discretion, decides to support. The Digital Asset that Bitkub supports may vary from time to time at Bitkub's own discretion.
- (5) If the Customer has any questions about which Digital Asset that the Wallet currently support, please contact us at support@bitkubblockchain.com. Bitkub reserves the right to not announce the changes in advance, but to continue to disclose it through the Website.
- (6) Under no circumstances should the Customer attempt to use the Wallet to store, send, request, or receive the Digital Asset in any form that is not supported by Bitkub. The Customer shall assume Bitkub's protection and responsibility or liability that may arise in connection with any attempt to use the Services for such Digital Asset.
- (7) Bitkub shall proceed with necessary action to management and provide benefits occurred from the Customer's Digital Asset in the Wallet within reasonable time.

7.2 Transfer Transaction

- (1) Bitkub only processes Bitkub's supported Transfer Transaction of your Digital Asset according to the Customer's instructions and Bitkub does not guarantee the identity of any user, receiver, or the Customer's contractual party involving the Transfer Transaction.
- (2) The Customer represents and warrants that the Customer has verified all the information involving the Customer's Transfer Transaction prior to submitting the instructions to Bitkub.
- (3) For processing the Transfer Transaction, the Customer shall be subject to the Gas Fee at the rate prescribed by KUB Chain, provided that will be notified of the Gas Fee before the Customer authorizes the Transfer Transaction.
- (4) The Customer acknowledges and agrees that the Transfer Transaction shall be proceeded and confirmed by KUB Chain and the verification process by KUB Chain may be varied resulting in potential delay in the effectuate and execution of the Transfer Transaction. In case of delay, the Customer 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.
- (5) In the case of a wrong transaction by no fault of Bitkub, the Customer 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 private keys or related information from offline storage in order to facilitate the Transfer Transaction in accordance with the Customer's instruction, and the Customer acknowledges that this may delay the initiation, reconciling, debiting or crediting of such transaction.

7.4 Third Party Payments

- (1) The Customer acknowledges that Bitkub does not have control over, or liable to the delivery, quality, safety, legality or any other aspect of any Digital Asset that the Customer may conduct the Transfer Transaction to or from a third-party (including other Customer), through the Services.
- (2) Bitkub are not responsible, in all circumstances, for ensuring that other Customer 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 Customer experiences a matter with any Digital Asset transferred using the Transfer Transaction from or to a third-party, or if the Customer has a dispute with such third-party, the Customer must resolve the dispute by yourself immediately and directly with that third-party; provided that the Customer 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 may from time to time launch the Locking Service option for specific types of Digital Asset. The Customer may earn a reward granted by KUB Chain. Your reward will be determined per certain protocols. When participating in the Locking Service, the Customer well understand and acknowledge, at their own and absolute discretion, that:

- (1) Locking Service may vary in protocols, estimated return, redemption period, and locking limit. The Customer can find specific information regarding each protocol on the Website.
- (2) Locking Service is optional, the Customer are not required to lock your asset with Bitkub.
- (3) The Customer may choose to claim their bonus from the Locking Service at any time, according to terms of each Locking Services campaign.
- (4) Bitkub does not guarantee the Customer's proceeds including locking rewards, any specific reward or return under any Locking Service.
- (5) Bitkub has the right to initiate or terminate the Locking Service for any Digital Asset or modify protocols for such services in its sole discretion.
- (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 Customer 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

- 9.1 NFT and/or other Digital Asset might be used by the Customer 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 Customer. It is the sole responsibility of Bitkub's partner to deliver the privilege or reward or take any actions necessary to ensure that the Customer 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 Customer cannot edit or change such details of delivery afterward, and if the Customer desires to edit or change such details, the Customer has to contact such Bitkub's partner by itself.
- 9.6 If the Customer 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 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 Customer 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 arises due to the actions of third parties, unless such Losses is caused by Bitkub's intention or gross negligence.
- 9.9 If the Customer is unable to redeem privilege or reward as determined by Bitkub's partner, the Customer may file a complaint to Bitkub pursuant to Clause 13 for requesting additional information about such Bitkub's partner.

10. Your Responsibilities

10.1 Log-in credentials

- (1) The Customer agrees to be bound by the terms and conditions of this TOS in all respects.
- (2) The Customer shall be solely responsible for any improper and unauthorized use of the PINs, User ID, Application Program Interface (API) keys and Password by any other person.
- (3) The Customer acknowledges and agrees to use adequate security procedures to ensure the confidentiality of the PINs, User ID, API keys and Password and to prevent any unauthorized person from using the PINs, User ID, API keys and Password.
- (4) The Customer is solely responsible for any loss or compromise of the foregoing information and/or the Customer'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 Customer is solely responsible for keeping the Customer'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 Customer 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 Customer believes that the Account's information has been compromised, the Customer 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.

10.2 Account Activities

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

10.4 The Customer's Representation and Warranties

The Customer represent and warrant that:

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

- (2) you have full legal right, power and authority to enter into and to perform your obligations under this TOS and the transactions contemplated by it;
- (3) you have not been included in any trade embargoes or economic sanctions list, the list of specially designated nationals maintained by OFAC (the Office of Foreign Assets Control of the U.S. Department of the Treasury), or Thai designated list issued by Anti-Money Laundering Office of Thailand, or in violation of any anti-money laundering law;
- (4) you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights to any information or content that you submit, post or display on the Website, on or through the Services granted herein. You also represent and warrant that such 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.

11. Marketing Campaign

Bitkub will, from time to time, launch a marketing campaign, marketing activities, promotional, 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 Customer 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 Customer acknowledges and agrees that:

- (1) The Marketing Campaign is optional, the Customer are not required to participate with Bitkub;
- (2) Bitkub does not guarantee the Customer’s proceeds including rewards, any specific reward, or return under any Marketing Campaign;
- (3) 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. 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.

13. Customer Feedback, Queries, Complaints

13.1 If the Customer has any feedback, questions, or complaints, please contact the our customer support at support@bitkubblockchain.com or write to Bitkub at BITKUB BLOCKCHAIN TECHNOLOGY Co., Ltd. located on 2525, FYI 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 Customer contacts Bitkub please provide Bitkub with your name, address, and any other information Bitkub may need to identify the Customer, the Account, and the transaction on which the Customer has feedback, questions, or complaints.

14. Notices

- 14.1 All communications, notices, demands and other documents to be delivered to the Customer shall, if sent by registered or non-registered mail, or by Bitkub's courier to the address given by the Customer in writing to Bitkub, under household registration, to the Customer's place of business, email address, be deemed to have been duly delivered to the Customer no matter whether it be personally received or non-delivered as a result of the Customer's relocation or removal without any notice in writing to Bitkub or the Customer'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 been transmitted. However, any notice which is not required hereunder to be made in writing or oral shall be deemed to have been duly acknowledged by the Customer when Bitkub had notified the Customer verbally or by phone.
- 14.2 In the event the Customer 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 Customer agrees that Bitkub shall be entitled to suspend the transaction of Digital Asset and not be liable for any Losses suffered by the Customer 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 Customer 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 Customer 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 Customer has a dispute with one or more Customer or other third-party arisen from or about the Services, the Customer 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 Bitkub's errors, gross negligence, or willful misconduct of Bitkub.

16.2 The Customer 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 Customer be responsible for any Losses suffered by Bitkub arising out of or in connection with this TOS, actions or omissions by the Customer 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.

17. Limitation of Liabilities

17.1 To 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 Bitkub's 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, BKCPort, 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 Customer's computers or other equipment, or any phishing, spoofing or other attacks.

Bitkub recommends the Customer to implement anti-virus software and reliable standardization protection software. The Customer 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

Customer 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 Customer 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. 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.
- 17.5 Bitkub does not warrant or certify the confidentiality or security of any information transmitted through the internet. You accept and agree that Bitkub does not represent or guarantee arising from any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to the Website and/or the Services or any relevant internet service provider, network provider or communication network provider and shall not be liable to 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 You agree 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 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 PINs, User ID, public API or password) including transaction, assets, information and all types of property.
- 17.9 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 You acknowledge that Bitkub do not have control over, or are liable to the delivery, quality, safety, legality or any other aspect of any Digital Asset that you may receive from using the Services.
- 17.13 You agree 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.

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 Customer may terminate this TOS when it appears that the Customer does not own 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. The Customer allows Bitkub to exercise its discretion without any liabilities to suspend or stop the transaction of the Digital Asset or any participation.
- 19.3 Where the Customer has not been in contact with Bitkub for a period of time determined by Bitkub and/or the Customer has no outstanding balances with Bitkub, the Customer 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 Customer in writing in which case the Customer agrees to settle all obligations, interest and accessories within a period of time as prescribed by Bitkub.
- 19.5 If the Customer fail or breach, or Bitkub suspects that you have failed to comply with or breach any of the terms and conditions under this TOS, Bitkub may, without notice to you:
- (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 Customer 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 Customer 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, its amendment; provided that Bitkub will take consideration of the Customer's benefit at Bitkub's utmost concern and Bitkub will post on the Website. All revisions and amendments shall be effective upon written execution by Bitkub and the Customer. The Customer hereby agrees and acknowledges to strictly comply with this TOS.
- 22.2 In case the Customer does not agree or accept any such revision or amendment, the Customer has the right to terminate the Customer use of the Services and close the Account.

23. Assignment

- 23.1 The Customer 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 Customer.
- 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 Customer 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 Any dispute, controversy or claim arising out of or relating to this TOS or the breach, termination or validity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the Thai Arbitration Institute, Office of the Judiciary, applicable at the time of submission of dispute to arbitration, and the conduct of arbitration thereof shall be under the auspices of the Thai Arbitration Institute. The language to be used in the arbitral proceedings shall be Thai or English. There shall be a single arbitrator, who shall be neutral and impartial. If Bitkub and the Customer cannot agree on 1 (one) arbitrator, the dispute shall be resolved by 3 (three) arbitrators, with 1 (one) appointed by the Customer, 1 (one) appointed by Bitkub, and the third appointed by the first two (2) arbitrators.

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

26. Waivers/ Bitkub's Right 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. Bitkub does not charge any service fee from any service in connection with use of the Wallet and the Account made by the Customer.

APPENDIX 1 Prohibited Use, Prohibited Business, Conditional Use

Prohibited Use

The Customer 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 Customer affirms that the Customer 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 parties, 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:** You 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 Customer 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 Customer is uncertain as to whether or not the Customer’s use of the Services involves a Prohibited Business, or have questions about how these requirements apply to the Customer, please contact Bitkub at support@bitkubblockchain.com.

By opening the Account, the Customer affirms that the Customer 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.