



## API Terms of Service

IMPORTANT - READ CAREFULLY: This API License Agreement (this "Agreement") is a contract between you, as Licensee ("You" or "Licensee") and BITARNO and applies to the use of the BITARNO API service (the "Service"). IF YOU DO NOT AGREE TO BE BOUND BY THE 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 [SUPPORT@BITARNO.COM](mailto:SUPPORT@BITARNO.COM).

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

### 1. Licenses and Restrictions

1. API License. Subject to the terms and conditions of this Agreement, BITARNO 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 BITARNO via the API ("Database") only in the manner permitted by BITARNO;
  - Retrieve public information about the Bitcoin BITARNO, 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 and receive 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 "BITARNO Content" or "Content"; and
  - Abide by this and all other agreements you have or will enter into with BITARNO.

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 BITARNO and may be immediately revoked or terminated by BITARNO, including your use of the Content or Database in any way not expressly permitted or granted under this Agreement. A "Third Party Service Provider" is any third party service provider who is reasonably needed to undertake the Permitted Use of this

Agreement and who is subject to all restrictions herein, including confidentiality provisions 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.BITARNO.com](http://www.BITARNO.com), or any other web site owned or operated by BITARNO or any of its affiliates or subsidiaries (the "BITARNO Site"), Database, Content, or API Program to obtain any information, other than as provided by BITARNO to you pursuant to this Agreement. You may not distribute, facilitate, enable or allow access or linking to the BITARNO Content or Database from any location or source other than your Site. You shall not permit or enable third parties to copy or obtain BITARNO 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 BITARNO Site, Database, Content, or API Program to obtain any information or engage in unlawful or criminal activity. 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 BITARNO Content, or permit same to be used in any manner, whether directly or indirectly, that would (i) permit the disclosure of the API Program, Database, or the BITARNO Content (other than BITARNO Content authorized by this Agreement to be Publicly Displayed as defined hereunder), to, or the use of the API Program, Database, or the BITARNO Content by, anyone other than your employees or Third Party Service Providers, or (ii) enable the API Program to be used in any location other than your Site (unless BITARNO otherwise has 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 BITARNO to any third party (other than Third Party Service Providers);
- You shall not sell, transfer, sublicense and/or assign any interest in the BITARNO Content;
- You shall not transmit, facilitate, enable or otherwise provide the BITARNO Content or the API Program to any third parties not expressly authorized by this 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 for any criminal or unlawful activity such as stealing, drug trafficking or money laundering
- 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 BITARNO 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 BITARNO Content and participation in the API Program may be dependent upon the certification by BITARNO or an independent third party designated by BITARNO of your technology in accordance with the security and stability guidelines and the display and use of the API Program and BITARNO Content in accordance with this Agreement ("Certification"). You shall be responsible for all costs associated with Certification and any modification necessary to meet the Certification criteria. Future modifications of your Site, use or display of the BITARNO 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 BITARNO Content. You may only display the BITARNO Content in accordance with the following guidelines: You shall not under any circumstances display or cause another to display specific BITARNO User information in a Public Display; provided however, You may provide specific BITARNO User information to the BITARNO User for Private Display for such BITARNO User. "Public Display" is defined as the display of the BITARNO Content to anyone other than the owner, originator, creator, or developer of such content. "Private Display" is defined as the display of the BITARNO Content to a particular BITARNO User relating only to such BITARNO User's BITARNO activities;
  - 6. Prohibited Functions. Unless otherwise stated, all new BITARNO User registrations on items shall take place on the BITARNO Site and cannot be done through the API. In addition, all BITARNO User preferences, registration preferences, and privacy preferences shall be set by the BITARNO User directly on the BITARNO Site.
2. Content and Intellectual Property Licenses.
- 1. Content and IP Ownership. Except as otherwise provided in this Agreement, as between BITARNO and You, BITARNO retains all rights, title and interest in and To all 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, BITARNO Content, BITARNO Site and any and all BITARNO 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 BITARNO or its suppliers. You shall not take any action inconsistent with BITARNO's ownership of the API Program, and/or BITARNO 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.
  - 3. Uptime. BITARNO does not guarantee that the BITARNO Site or the BITARNO Content shall be available twenty-four hours a day.
3. Term and Termination.

1. No Notice. BITARNO may terminate this Agreement at any time upon advance notice for any reason and without notice to you.
2. 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 BITARNO of the destruction of any BITARNO Content or Customer Information within 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 BITARNO maintains a secure and stable environment; to that end, BITARNO reserves the right to change the method of access to the API Program, Database and/or BITARNO Content at any time. You also agree that, in the event of degradation or instability of BITARNO's system or an emergency, BITARNO may, in its sole discretion, temporarily suspend your access to the API Program, Database and/or BITARNO Content under this Agreement in order to minimize threats to and protect the operational stability and security of the BITARNO 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, BITARNO DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BITARNO DOES NOT REPRESENT OR WARRANT THAT THE BITARNO 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. BITARNO'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, BITARNO 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."
  2. Licensee Obligations. You shall hold BITARNO's Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use BITARNO's Confidential Information for any purpose other than as required to perform 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 BITARNO 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 BITARNO 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 a period of five (5) years.

3. Return of Confidential Information Upon Termination. Upon termination of this Agreement, you shall return to BITARNO within three (3) days all Confidential Information 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 BITARNO be precluded from discussing, reviewing, developing for itself, having developed, acquiring, licensing or developing for third parties, as well as marketing and/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. BITARNO 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 BITARNO IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
9. Indemnification. You shall indemnify BITARNO against any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "Claims") which BITARNO 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 BITARNO 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 BITARNO's prior written approval which may 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 BITARNO'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 e-mail 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 BITARNO's User Agreement, Privacy and Acceptable Use Policies as described herein. The waiver of a breach of any provision of this Agreement shall not operate or be interpreted as a waiver of any other or subsequent breach.