Terms of Use of Toncenter API

Updated: June 1, 2024

1. AGREEMENT

1.1.   These Terms of Use (hereinafter the "Terms") constitute the contractual agreement between Toncenter API team, a not-incorporated association of participants and developers (hereinafter referred to as "Toncenter") and the customer of Toncenter software and services (hereinafter referred to as "you" or "Customer") as per the product description effective from time to time and available on Toncenter website toncenter.com (the "Website").

1.2.   By accepting these Terms, you also accept the schedules and addendums to these Terms introduced or updated from time to time, including without limitation Services Description, Privacy Policy and Data Security Policy.

1.3.   The date of acceptance of these Terms by you, whether by taking specific actions (clicking "I Agree" button, etc.) or by starting to use the application programming interface ("API") delivered by Toncenter, shall be considered as the "Effective Date", whereby the legally binding agreement between Toncenter and you becomes effective.

1.4.   These Terms shall be valid and binding between the you and Toncenter during the period whereby you continue to use API.

1.5.   Toncenter and you can at any time by signing the relevant document agree on contractual terms that may deviate and/or vary from the ones in these Terms.

2. SERVICE, LICENSE AND RESTRICTIONS

2.1.   Service. Subject to these Terms, Toncenter authorizes you to access and use the services rendered by Toncenter with the use of API during the term as set forth in these Terms for your internal business purposes in accordance herewith. You shall not use or otherwise access the services in a manner that exceeds your authorized use as set forth in these Terms.

2.2.   API License. Subject to the terms and conditions of this these Terms, Toncenter hereby grants to you a non-exclusive, non-transferable, non-sublicense-able, limited license to use the Toncenter application programming interface ("API License") solely in accordance with these Terms. You may do the following under this API License:

-    Access information provided by Toncenter via API ("Database") only in the manner permitted by Toncenter;

-    Retrieve public information about the relevant blockchains, including transaction history, balances, addresses, aggregate statistics;

-    Receive notifications about payments to particular addresses;

-    Observe transactions on the network in real time;

-    Retrieve blockchain token market prices;

-    Use API as often and as many times as necessary to conduct your business;

-    Send and receive blockchain tokens, generate addresses and private keys, generate and modify address labels;

-    execute transactions and retrieve therefrom information necessary to facilitate the Permitted Use provided for in this Section 2, such information stored and/or retrieved in the Database (but exclusive of your information not accessed by API) is defined as "Content"; and

-    Abide by these Terms and all other agreements you have or will enter into with Toncenter.

2.3.   Permitted Use. Any combination of subsections of Section 2.2 above represents "Permitted Use". Permitted Use is subject to all restrictions identified herein. Toncenter may provide to you details of a logging method that will permit you to use API. Such details and the method are and will be the

property of Toncenter and may be immediately revoked or terminated by Toncenter, including your use of Content or Database in any way not expressly permitted or granted under these Terms.

2.4.   General License Restrictions

(i)   You agree that you shall not use API, Database, or Content, or permit same to be used in any manner, whether directly or indirectly, that would:

-    permit the disclosure of API, Database, or Content (other than those authorized by Toncenter to be publicly displayed), to, or the use of API, Database, or Content by, anyone other than your employees or third party service providers, or

-    enable API to be used in any location other than your site (unless Toncenter otherwise has agreed in writing in advance).

(ii)   You shall neither use Database or API in any way not expressly permitted or granted under these Terms, nor use any alternative means such as robots, spiders, scraping or other technology to access, query, or use the Website, including any other web site owned or operated by Toncenter or any of its affiliates or subsidiaries, Database, Content or API to obtain any information, other than as provided by Toncenter to you pursuant to these Terms.

(iii)   You may not distribute, facilitate, enable or allow access or linking to Content or Database from any location or source other than your website.

(iv)   You shall not permit or enable third parties to copy or obtain Content from your Site in any unauthorized manner including, but not limited to, the use of using robots, spiders, scraping or any other technology.

(v)   Following expiration or termination of these Terms, 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 Website, Database, Content or API to obtain any information. Toncenter may deprecate or terminate the availability or performance of API at any time and for any reason.

2.5.   Specific Prohibitions. Notwithstanding anything contrary in these Terms, you are specifically prohibited from doing any of the following:

-    You shall not sell, transfer, sublicense, or disclose your logging method or any credentials provided by Toncenter to any third party (other than third party service providers);

-    You shall not access API for the purpose of developing or operating products or services intended to be offered to third parties in competition with the services provided by Toncenter;

-    You shall not sell, transfer, sublicense and/or assign any interest in Content;

-    You shall not transmit, facilitate, enable or otherwise provide Content or API to any third parties not expressly authorized by these Terms;

-    You shall not use API for any purposes connected with mining of any cryptoassets, both existing as of the Effective Date and in future;

-    You shall not reverse engineer, modify, decompile or otherwise alter API software;

-    You shall not engage in phishing attacks or any activity associated with malware;

-    You shall not make requests to API that are, in our sole discretion, excessive;

-    You shall not use API to discover undocumented calls or other functionality of API;

-    You shall not use API to discover private information about other users;

-    You shall not use API to discover private information about Toncenter and any of its data and systems;

-    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 Content, other than for the purposes expressly allowed by these Terms, or use or access Database, Content or API software in a manner inconsistent with the terms of these Terms.

2.6.   Verification. Toncenter may remotely review your use of API, and upon Toncenter's written request you shall provide any reasonable assistance, to verify your compliance with the Terms. If Toncenter determines that you have exceeded or violated Permitted Use of API then Toncenter will notify you and within thirty (30) days thereafter you shall either: (i) disable any unpermitted use or (ii) enter into additional agreements with Toncenter to commensurate with your actual use of API. If you fail to regain compliance within such thirty (30) day period or fail to make the respective arrangements with Toncenter, Toncenter may suspend or terminate your use of API for cause in accordance with conditions of these Terms, in addition to any other rights or remedies Toncenter may have.

2.7.   Certification. Your use of Content and participation in API may be dependent upon the certification by Toncenter or an independent third party designated by Toncenter of your technology in accordance with the security and stability guidelines and the display and use of API and Content in accordance with these Terms ("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 Content or API are subject to re-Certification. Failure by you to obtain and maintain Certification is cause for immediate termination of your use of API.

2.8.   Access Methods. You acknowledge that it is in the best interests of both parties that Toncenter maintains a secure and stable environment; to that end, Toncenter reserves the right to change the method of access to API, Database and/or Content at any time. You also agree that, in the event of degradation or instability of Toncenter's system or an emergency, Toncenter may, in its sole discretion, temporarily suspend your access to API, Database and/or Content in order to minimize threats to and protect the operational stability and security of API.

2.9.   Availability. Toncenter does not guarantee that the Website, API or any services rendered by Toncenter shall be available twenty-four hours a day.

3.   INTELLECTUAL PROPERTY

3.1.   Customer Ownership. As between Toncenter and you, you shall retain all of your rights, title, and interest in and to your intellectual property rights in customer data and customer technology. You hereby grant to Toncenter a royalty-free, fully-paid, non-exclusive, non-transferable, sub-licensable, worldwide right to use your customer data and customer technology solely for the purpose of providing the API-related professional services to you.

3.2.   API and Content Ownership. Except as otherwise provided in these Terms, as between Toncenter and you, Toncenter retains all rights, title and interest in and to all intellectual property (including without limitation all patent, trademark, copyright, trade secrets, database rights and all other intellectual property rights) embodied in or associated with API, Content, Website and any and all services, technology and any content created or derived therefrom. There are no implied licenses under these Terms, and any rights not expressly granted to you hereunder are reserved by Toncenter or its suppliers. You shall not take any action inconsistent with Toncenter's ownership of API, and/or Content. You shall not exceed the scope of the licenses granted hereunder.

3.3.   Limits on Sublicensing. All license rights (under any applicable intellectual property right) granted herein are not sublicensable, transferable or assignable, except as otherwise provided herein.

4.   TERM AND TERMINATION

4.1.   No Notice. Toncenter may terminate the service and these Terms at any time upon advance notice for any reason and without notice to you.

4.2.   Survival. The following Sections of the Terms shall survive any termination of the service and these Terms: Section 2 ("Service, License and Restrictions"), Section 3 ("Intellectual Property"), Section 4.2 ("Survival"), Section 6 ("Warranties and Disclaimers"), Section 7 ("Confidential Information"), Section 8 ("Limitation of Liability"), Section 9 ("Indemnification"), and Section 10 ("Miscellaneous").

4.3.   Effect of Termination. Upon termination of the service and the Terms, you shall no longer log in with your logging method and all licenses granted hereunder shall terminate unless such licenses

are expressly stated as surviving; provided further, you shall provide proof to Toncenter of the destruction of any Content within three (3) days of such expiration or termination.

5. ASSOCIATED RISKS

5.1.   You agree and understand that there are risks associated with utilizing service and API involving blockchain technology including, but not limited to, the risk of failure of hardware, software and internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your information, including, but not limited to your encryption keys. You agree and understand that Toncenter will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the service and API, however caused. Toncenter is not responsible, and you are solely responsible for, the maintenance and security of your own computer systems, networking equipment, Internet connection, browser software, and access credentials (including without limitation, passwords, secret PINs, private keys, etc.)

5.2.   You accept and acknowledge that there are risks associated with utilizing any blockchain or virtual asset network, including, but not limited to, the risk of unknown vulnerabilities in or unanticipated changes to the network protocol. You acknowledge and accept that Toncenter has no control over any blockchain or virtual assets network and will not be responsible for any harm occurring as a result of such risks, including, but not limited to, the inability to reverse a transaction, and any losses in connection therewith due to erroneous or fraudulent actions.

5.3.   The risk of loss in using service or API involving blockchain technology and virtual assets may be substantial and losses may occur over a short period of time. In addition, price and liquidity of any virtual assets are subject to significant fluctuations that may be unpredictable.

5.4.   In addition, the legislative and regulatory landscape around blockchain technology and virtual assets is constantly changing and may affect your ability to use, transfer, or exchange virtual assets.

6. WARRANTIES AND DISCLAIMERS

6.1.   <u>Customer Warranties</u>. When accessing or using Toncenter services and API, you agree that you are solely responsible for your conduct, and the conduct of any of your personnel, while accessing and using API. Without limiting the generality of the foregoing, you warrant that you will not:

-    Use the services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the services, or that could damage, disable, overburden or impair the functioning of the services and API in any manner;

-    Use the services to pay for, support or otherwise engage in any illegal activities, including, but not limited to illegal gambling, fraud, money laundering, or terrorist activities;

-    Use, or attempt to use, the services in any way contrary to the terms of these Terms;

-    Access or use the services using automated means (e.g., third party software, crawlers, robots, bots, scrapers, browser plug-ins, browser extensions, or add-ons) or for benchmarking or any other competitive purposes;

-    Use or attempt to use another user's logging method or credentials without authorization;

-    Attempt to circumvent any content filtering techniques Toncenter employs, or attempt to access any service that you are not authorized to access;

-    Introduce to the services or API any virus, Trojan, worms, logic bombs or other harmful material;

-    Outside of interfacing with Toncenter API, develop any third-party applications that interact with our services without our prior written consent;

-    Provide false, inaccurate, or misleading information; or

-    Encourage or induce any other person to engage in any of the activities prohibited under this Section 6.1.

6.2. <u>Compliance</u>. You represent and warrant that while using Toncenter services and API you shall at all times comply with all laws and regulations applicable to your products and/or services, related promotional activities and its performance.

6.3. <u>Limited Warranty</u>. ACCESS TO CONTENT, DATABASE AND YOUR USE OF API IS PROVIDED HEREUNDER ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. EXCEPT AS EXPRESSLY STATED HEREIN, TONCENTER 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. TONCENTER DOES NOT REPRESENT OR WARRANT THAT API OR THE WEBSITE SHALL OPERATE SECURELY OR WITHOUT INTERRUPTION.

6.4. <u>Disclaimer of Warranties</u>. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THESE TERMS, TO THE MAXIMUM EXTENT ALLOWED BY LAW, TONCENTER DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TONCENTER SPECIFICALLY DOES NOT WARRANT THAT THE SERVICES, SOFTWARE, PROFESSIONAL SERVICES, API OR DOCUMENTATION WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR.

6.5. YOU ACKNOWLEDGE THAT YOU HAVE NOT DECIDED TO USE THE SERVICES AND API IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION OTHER THAN THOSE EXPRESSLY STATED HEREIN.

7. CONFIDENTIAL INFORMATION

7.1. <u>Confidential Information</u>. Toncenter'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 disclosed through API. Any Content, Database, services, Toncenter technology, API, your logging method and customer information (including user IDs, passwords, and any account information) shall be deemed Confidential Information regardless of whether marked "Confidential."

7.2. <u>Customer Obligations</u>. You shall hold Toncenter 's Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use Toncenter's Confidential Information for any purpose other than as required to perform under these Terms. Where Confidential Information is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, you shall immediately notify Toncenter 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.

7.3. <u>Return of Confidential Information Upon Termination</u>. Upon termination of the services and these Terms, you shall return to Toncenter 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.

7.4. <u>Competitive or Similar Materials</u>. Notwithstanding the foregoing, in no event shall Toncenter 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, irrespective of their similarity to your current products or your products that may be developed hereafter.

8.   LIMITATION OF LIABILITY

TONCENTER 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 THE SERVICES, API OR THESE TERMS, EVEN IF TONCENTER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.   INDEMNIFICATION

You hereby indemnify Toncenter against any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "Claims") which Toncenter may incur as a result of any third party actions arising from or relating to: (1) your or your third party service provider's use of API, Content, Database or services in excess of the rights granted hereunder or (2) Content, Database, API or services provided by you or others on your behalf.

10.   MISCELLANEOUS

10.1.   <u>Governing Law; Venue</u>. This Agreement shall be governed by the laws of Switzerland, without regard to its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any court of competent jurisdiction located in the city of Zurich, for the purposes of adjudicating any dispute arising out of these Terms.

10.2.   <u>Publicity</u>. You shall not make any public statement regarding the terms of your cooperation with Toncenter, any aspect thereof, or API without Toncenter's prior written approval which may be withheld at our sole discretion.

10.3.   <u>Independent Contractors</u>. Your use of the services and API does not create, and nothing contained in these Terms shall be deemed to establish, a joint venture between you and Toncenter, or the relationship of employer-employee, partners, principal-agent, a fiduciary relationship or the like.

10.4.   <u>Assignment</u>. You may not assign rights nor delegate duties hereunder without Toncenter's prior written consent, which may be withheld at its sole discretion.

10.5.   <u>Severability</u>. 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.

10.6.   <u>Notices</u>. Any notice under these Terms shall be in writing and delivered by confirmed email address and shall be deemed given upon confirmation of receipt of email message. 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 10.6.

10.7.   <u>Entire Agreement</u>. These Terms set forth the entire understanding and agreement of the parties regarding the services and API use and supersede any and all oral or written agreements or understandings between the parties as to API.