Blockchair API Terms of Service

THIS VERSION OF THE BLOCKCHAIR's TERMS OF SERVICE WILL BECOME EFFECTIVE ON June 1, 2021.

Thank you for using Blockchair's API, other developer services, and associated software (collectively, "APIs"). **By accessing or using our APIs and/or by purchasing the Premium API subscription, you are agreeing to the terms below.** Collectively, and at times individually, we refer to the terms below and terms within the accompanying API documentation located at https://github.com/Blockchair/Blockchair.Support/blob/master/API.md as the "Terms". You agree to comply with the Terms and that the Terms control your relationship with us. WE ASK YOU TO CONSIDER THAT **WE DO NOT GUARANTEE YOU THE SUSTAINABLE, CORRECT WORK OF OUR API**, **SO THE TERMS CONTAIN LIMITATION OF LIABILITY AND CLASS ACTION WAIVER.** So please, read all the Terms carefully.

Under the Terms, "Blockchair" means Blockchair Limited, with office at OFFICE 29, CLIFTON HOUSE, FITZWILLIAM STREET LOWER, DUBLIN, DUBLIN 2, D02 XT91, IRELAND. We may refer to "Blockchair" as "we", "our", or "us" in the Terms.

Section 1: Accepting the Terms

a. Accepting the Terms

You accept the Terms by using our APIs and/or by purchasing the Premium API subscription. You may not use the APIs and accept the Terms if you are not of legal age to form a binding contract with Blockchair.

b. Entity Level Acceptance

If you are using the APIs on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).

c. Request for Premium API Subscription

In order to access certain APIs features (e.g. in case you need increased number of requests to API) you may be required to provide certain information (such as identification or contact details) as part of the Premium API subscription purchase process. Any

registration information you give to Blockchair will always be accurate and up to date and you will inform us promptly of any updates.

Section 2: Using Our APIs

a. Employees of your entity

You will require employees and people, acting on your behalf of your entity to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

b. Compliance with Law, Third Party Rights, and Other Blockchair Terms of Service

You will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the APIs to encourage or promote illegal activity or violation of third party rights.

c. Permitted Access

You will only access (or attempt to access) the API by the means described in the documentation of the API.

d. API Usage Conditions and Limitations

Blockchair sets and enforces limits on your use of the API (e.g. limiting the number of requests to API that you may do), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with the API.

You agree that our API can be used only for academic research and development, educational, or other not-for-profit scholarly purposes (non-commercial use). If you would like to use the API for other purposes, INCLUDING FOR COMMERCIAL PURPOSES, you must obtain Blockchair's express consent (and Blockchair may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use; for further information see Section 4 of the Terms). To seek such consent you should contact Blockchair team. The contact page is located at https://blockchair.com/about. Please, note that such consent is granted automatically in case you purchase one of our Premium API Subscription plans available at https://api.blockchair.com/premium/plans.

NOTE! Disregarding your API usage purposes and without prejudice to other conditions of the Terms, if you conduct any business activity that is in direct competition with the current business activities of the Blockchair, you have to notify your customers that you use our API by putting the user-friendly and well-readable link leading to blockchair.com website, which contains the following text: "Powered by Blockchair", unless if it was agreed differently with us.

e. Feedback

If you provide feedback or suggestions about our APIs, then we (and those we allow) may use such information without obligation to you.

Section 3: API Secret Key

a. API Secret Key and Monitoring

The APIs are designed for collecting, structuring and sorting of the information on blockchains by the means prescribed in the API documentation, located at https://github.com/Blockchair/Blockchair.Support/blob/master/API.md. API Secret Key is a piece of code given to you in case you purchase Premium API subscription, which allows you to access certain features of our APIs, which are subject to additional terms between you and Blockchair, applicable to the APIs (further "Additional Terms"). YOU AGREE THAT BLOCKCHAIR MAY MONITOR **USE** OF THE APIS TO ENSURE QUALITY, IMPROVE BLOCKCHAIR PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS. This monitoring may include Blockchair tracking activity of your API Special Key, for example to identify security issues that could affect Blockchair or its users. You will not interfere with this monitoring. Blockchair may use any technical means to overcome such interference. Blockchair may suspend your access, or access of your API Secret Key to the APIs without notice if we reasonably believe that you are in violation of the Terms.

b. Ownership

By using our APIs (including with API Secret Key), you do not acquire ownership of any rights in our APIs except those directly specified in the Terms.

Section 4: Premium API Subscription

a. Subscription Plans and Fees

The API Secret Key is provided based on the Premium API subscription plans that **may** be offered to you upon your request. Each subscription plan we offer to you contains the number of API request available for API Secret Key per certain period and the subscription fee amount. The subscription fee is paid for a certain period during which your API Secret Key will have access to certain API features defined by the corresponding subscription plan. Further, we will call this period the "subscription period". The length of your subscription period will depend on the corresponding subscription plan you choose and will begin once you pay the subscription fee in full. If it was not indicated in the subscription plan or was not otherwise agreed between you and Blockchair, the length of subscription period will be deemed equal to 30 full calendar days, where the day, in which the subscription fee was paid, is considered as full regardless of what time the

subscription fee was paid. You acknowledge that you pay subscription fee for the right of use of the API Secret Key that has access to the certain APIs features prescribed by the subscription plan you choose (*e.g.* extended amount of requests to API).

b. Fair usage requirement

When you use our API, you should not do it in bad faith

c. Cancellation

You can stop using your API Secret Key at any time, and you, through your API Secret Key, will continue to have access to special features of the APIs foreseen by your subscription plan until the end of your subscription period. To the extent permitted by the applicable law, subscription fees are non-refundable and we do not provide refunds or credits for any partial subscription periods or non-usage of the API Secret Key requests remained after the end of the subscription period.

d. Permission on Mentioning

By purchasing Premium API subscription, you agree that we **can** post you (the name of your company and logotype) in "Our partners and friends" section on "About Us" webpage located at https://blockchair.com/about for duration of your subscription period.

e. Special Warranty for Premium API Subscription Purchasers

Blockchair warrants that **during your subscription period** the amount of time, when the APIs are unavailable (further referred to as the "Downtime") will not exceed 3 hours a month. If the Downtime exceeds 3 hours a month, we will provide you with an extension of the subscription period twice as long as the Downtime. FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION.

Section 5: Prohibitions and Confidentiality

a. API Prohibitions

When using the APIs (including with the API Secret Key), you may not (or allow those acting on your behalf to):

1. Subrent your API Secret Key for use by a third party.

2. Interfere with or disrupt the APIs or the servers or networks providing the APIs.

3. Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.

4. Use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage.

5. Remove, obscure, or alter any Blockchair terms of service or any links to or notices of those terms.

b. Confidential Matters

1. The API Secret Key is intended to be used by you and identify you. If you need, we can send you your API Secret Key in encrypted form. You will keep your API Secret Key confidential and make reasonable efforts to prevent and discourage third parties from using your API Secret Key. The API Secret Key should not be embedded in open source projects. THE REQUESTS TO APIS MADE WITH YOUR API SECRET KEY ARE DEEMED MADE BY YOU, REGARDLESS OF HOW AND WHO MADE THE REQUESTS USING YOUR API SECRET KEY.

2. Our communications to you and our APIs may contain Blockchair confidential information. Blockchair confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without Blockchair's prior written consent. Blockchair confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose Blockchair confidential information when compelled to do so by law if you provide us reasonable prior notice, unless the court orders otherwise.

Section 6: Brand Features; Attribution

a. Brand Features

"Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All use by you of Blockchair's Brand Features (including any goodwill associated therewith) will inure to the benefit of Blockchair.

b. Attribution

Blockchair hereby grants to you a nontransferable, nonsublicenseable, nonexclusive license while the Terms are in effect to display Blockchair's Brand Features for the purpose of promoting or advertising that you use the APIs. You must only use the Blockchair Brand Features in accordance with the Terms and for fulfilling your obligations under the Terms and Additional Terms, applicable to the APIs.

c. Publicity

You will not make any statement regarding your use of the APIs, which suggests partnership with, or endorsement by Blockchair without Blockchair's prior written approval.

Section 7: Termination

a. Termination

1. If you use the APIs without the API Secret Key, you may stop using our APIs at any time with or without prior notice subject to the provisions of this Agreement.
2. Blockchair reserves the right to discontinue the APIs or any portion, or feature thereto for any reason and at any time without liability or other obligation to you.
3. Blockchair reserves the right to terminate the Terms with you at any moment. In case we terminate the Terms during your subscription period, we will provide you a refund of a proportional part of the cost of the subscription fee based on the full days outstanding until the end of the subscription period on the date of such termination upon your request. We reserve the right not to refund you in case you have violated the Terms during your subscription period.

b. Your Obligations Post-Termination

Upon any termination of the Terms or end of your Premium API subscription period, you will immediately stop using the APIs (the APIs with the API Secret Key, if applicable) and cease all use of the Blockchair Brand Features.

c. Surviving Provisions

When the Terms end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 5b, 7, 8 and 9.

Section 8: Liability for our APIs

a. WARRANTIES

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, BLOCKCHAIR DO NOT MAKE ANY SPECIFIC PROMISES ABOUT THE APIS. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE DATA OBTAINED THROUGH THE APIS, CORRECTNESS OF THIS DATA, THE SPECIFIC FUNCTIONS OF THE APIS, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE APIS ON "AS IS" AND "AS AVAILABLE" BASIS. WE MAY, IN OUR SOLE DISCRETION AND WITHOUT LIABILITY TO YOU, WITH OR WITHOUT PRIOR NOTICE AND AT ANY TIME, MODIFY OR DISCONTINUE, TEMPORARILY OR PERMANENTLY, ANY PORTION OF OUR SERVICES.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

b. LIMITATION OF LIABILITY

WHEN PERMITTED BY LAW, BLOCKCHAIR WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE AND/OR LOST PROFIT CAUSED BY (A) INACCURACY, NON-CONFORMITY AND INCOMPLETENESS OF ANY DATA OBTAINED OR (B) ANY ERRORS, OMISSIONS AND DELAYS IN DISPLAYING SUCH DATA, AS WELL AS ACTIONS TAKEN ON THEIR BASIS. BLOCKCHAIR IS NOT LIABLE FOR DAMAGES ARISING FROM THE USE OF THE DATA ACCESSED THROUGH OUR API. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE APIS REMAINS WITH THE YOU.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF BLOCKCHAIR, FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE APIS, BUT NOT MORE THAN USD 100.00 (ONE HUNDRED UNITED STATES DOLLARS).

IN ALL CASES, BLOCKCHAIR WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

c. Indemnification

Unless prohibited by applicable law, if you are a business, you will defend and indemnify Blockchair, and its directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

1. your misuse or your end user's misuse of the APIs;

2. your violation or your end user's violation of the Terms; or

3. any data obtained with the APIs by you, those acting on your behalf, or your end users.

d. Class Action Waiver

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND BLOCKCHAIR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, where permitted under the applicable law, unless both you and Blockchair agree otherwise, the court may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding.

Section 9: General Provisions

a. Modification

We may modify the Terms in any portion and at any time. You should look at the Terms regularly. We will post notice of modifications to the Terms within the documentation of an API and to this website, on a "Terms of Service" page, located at: https://blockchair.com/terms_of_service. Changes will not apply retroactively and will become effective not sooner than 15 days after they are posted. Nevertheless, changes addressing new functions for an API or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms for the APIs, you should discontinue your use of the APIs. In case you use our APIs with the API Secret Key and you disagree with the modified Terms, you should immediately discontinue your use of the APIs; in this case, relations between you and Blockchair toward use of API with API Secret Key will deemed terminated from the date of your last use of API with API Secret Key. Your continued use of the APIs (including with the API Secret Key) constitute your acceptance of the modified Terms.

We may change our subscription plans and the amount of subscription fee from time to time; however, any price changes or changes to your subscription plans will apply only to subsequent subscription periods.

b. General Legal Terms

We each agree to contract in the English language. If we provide a translation of the Terms, we do so for your convenience only and the English Terms will solely govern our relationship. The Terms do not create any third party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. If you do not comply with the Terms, and Blockchair does not take action right away, this does not mean that Blockchair is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms are the entire agreement between you and Blockchair relating to its subject and supersede any prior agreements on that subject. THE LAWS OF IRELAND WILL APPLY TO ANY DISPUTES ARISING OUT OF OR RELATED TO THE TERMS OR THE APIS AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIS WILL BE LITIGATED EXCLUSIVELY IN THE DISTRICT OR THE CIRCUIT COURTS OF DUBLIN, IRELAND, AND YOU AND BLOCKCHAIR CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

c. Conflict of Terms

If there is a conflict between the Terms and the Additional Terms, the Additional Terms will control for that conflict.