TERMS OF USE OF COINPAPRIKA API

version 1.0

1. General provisions

1.1. This document ('Terms of Use') establishes the rules of using Coinpaprika API, including the liability of Coinpaprika sp. z o.o., as the author and licensor of the Coinpaprika API.

1.2. The author and licensor of the API is Coinpaprika sp. z o.o. seated in Poznań (POLAND), ul. Piekary 12/12, 61-832 Poznań, entered into the Register of Entrepreneurs under National Court Register number 0000512326 whose files are kept by the District Court Poznań – Nowe Miasto and Wilda in Poznań, 8th Economic Department of the National Court Register, that uses tax identification number (NIP): 7792422423 and REGON statistical number: 302744400 ("**Coinpaprika**" as well as '"**we**", "**our**" and "**us**").

1.3. In all cases, if not stipulated otherwise, you can contact us via email at support@coinpaprika.com.

2. Definitions

2.1. **API** – Coinpaprika API, Application Programming Interface made available to the public by us as well as the related API Documentation.

2.2. **API Documentation** - the documentation, data and information that we provide regarding the use of API through our API Site.

2.3. **API Site** - https://api.coinpaprika.com

2.4. **App** - any software or mobile application, website, product or service that is developed, created or offered using API

2.5. **Data** - (i) any data and content uploaded, posted, transmitted or otherwise made available by Coinpaprika on its website https://coinpaprika.com or other associated sites/platforms/channels; and (ii) where channels are made available by Coinpaprika for interactive acts by Users, any data, content, comments, profile information, and messages uploaded, posted, or transmitted by other Users via such channels,

1.4. **Services -** Coinpaprika's products and services including the API, its website https://coinpaprika.com and all software, applications, mobile applications, data, reports, text, images, messaging channels, message services, updates, content, newsletters, price alerts, merchandise, databases, forums, articles, guides, reports and other information made available by or on behalf of Coinpaprika. The "**Service**" does not include information, software application, mobile application, platform, website, or service that is provided by you or a third party (including Apps). Under Terms of Use we do not provide any Services to you, we only provide the API with specific functionalities that you can use according to the Terms of Use.

2.6. **User** – any and all users of API.

3. License and limitations of use

3.1. In order to further develop API, Applications, Data, Services, platforms, channels and/or products (individually and collectively, "**our Property**"), we may at any time make changes to the API and/or this Terms of Use without any notice to you.

3.2. You are obliged to read and accept Terms of Use with no exceptions before you commence using API. By starting accessing or using API, you are agreeing to be fully and legally bound by all provisions of Terms of Use. If you act on behalf of an incorporation, partnership or other legal entity, you hereby warrant that you are duly authorised to represent and bind such entity to the Terms of Use (in such case, all references to "you" or "your" in this Terms of Use shall also refer to such entity.).

3.3. To be eligible to use the API as a natural person, you must be at least eighteen (18) years old and be able to form legally binding contracts.

3.4. In order to use the API, you have to use a software client (your own or open-source), which is compatible with the latest specification of the API Site and accept Terms of Use.

3.5. The moment you download API and accept Terms of Use, you enter into a license agreement with us, under which we grant you a limited, non-exclusive, non-assignable, non-transferable and revocable, free of charge, license to use the API to develop, test, and support any software application, mobile application, website, platform, service or product, as well as to integrate or incorporate the API with your application. **You are eligible to use API for commercial and private use, however the commercial use requires prior notice**. The license is granted to you subject to the limitations subject to point 3.6-3.8 below. You fully agree that violation of limitations below will automatically terminate the license without notice.

3.6. You are not permitted to:

3.6.1. copy, modify, create derivative works, or further distribute API, Data or Services in purpose not mentioned in section 3.5 above,

3.6.2. reverse engineer or otherwise derive source codes, trade secrets, or know-how form any of our property (including the API, Data and Services) or any portion thereof nor attempt any of the abovementioned,

3.6.3. make excessive requests for information or take any action that interferes with, disrupts or imposes an undue burden on the Services,

3.6.4. violate, bypass or circumvent any security measure intended to limit or prevent access to the API; or otherwise attempt to gain unauthorized access to the API;

3.6.5. make use, if it is not strictly permitted under the Terms of Use, of any of our trademarks, service marks, trade names or logos or those of any third party; or modify or remove any copyright or other proprietary notice,

3.6.6. use the for or in connection with any activity that violates any law, statute, ordinance or regulation, or involves proceeds of any unlawful or illegal activity.

3.6.7. You are entitled to place advertisements on and around your App, products, services, website, platforms, mobile applications and software applications ("**your Products**") that incorporate or integrate API. However, you are not permitted to:

3.6.7.1. place any advertisements on any of our Property, and any advertisements that you place on or around your products, services, website, platforms, mobile applications and software applications must not resemble or be reasonably likely to confuse any persons into thinking that the advertisements belong to Coinpaprika, pertain to any Coinpaika's products or services, or are messages/notifications from Coinpaprika,

3.6.7.2. use API for or to promote gambling or place any advertisements around any of your Products integrating or incorporating the API that constitutes adult/sexual content or offers online gambling;

3.6.7.3. use any Data, information or other content from any of our Property in any advertisements or for targeting advertisements, in any of your Products or part thereof;

3.6.7.4. use any contact information procured from our Property or any contact information of any other Users (including but not limited to email addresses) howsoever obtained to contact any Users without the prior written, under the pain of nullity, consent of Coinpaprika and the owners of such contact information;

3.6.7.5. conduct (and your Products will not provide) analyses or research that isolates a small group of individuals or any single individual for any unlawful or discriminatory purposes; nor

3.6.7.6. make any public statements or representations in any mode, media or channel (including but not limited to online forums, blogs or social media platforms) regarding Coinpaprika or any of our Products without our prior written, under the pain of nullity, consent.

3.7. Rate limit for the API is **10** calls each second per Internet Protocol ("IP") address. However the rate limit may be varied by us at any time in our sole discretion without notice or reference to you or any Users. You agree not to exceed or circumvent (or make any attempts thereto) the rate limitation, limitations on the calls and use of API as may be implemented by us from time to time in our sole discretion (without any notice or reference to you), or otherwise use the API in a manner that can be anticipated to exceed reasonable request volume, constitute excessive or abusive usage, or otherwise fail to comply or is inconsistent with any part of Terms of Use or the API Documentation. **In case you are willing to increase the rate limit please contact us to get information on paid licensing conditions.**

3.8. In your usage of the API, you shall duly attribute ownership of the API to Coinpaprika by displaying prominently the message "**Powered by Coinparika**" in a legible font (an example of a legible font type being "Arial") no smaller than font size 10 in a distinct color and fully visible to the audience. Further guidelines on the attribution of ownership to Coinpaprika and usage of the Coinpaprika brand can be found at https://coinpaprika.com/about-us/media-pack.zip.

3.9. By using API you permit us to display your logo and address of your website in our internet services (including API Site) as to inform that you use API.

3.10. You are not permitted to use the Coinpaprika brand (including trademarks) in a manner that may mislead or suggest that your Products (or any part thereof) are endorsed, sponsored by or associated with Coinpaprika.

4. Liability of Coinpaprika

4.1. We make every effort to ensure that the API and Services work uninterrupted and corresponds to your expectations, however under the Terms of Use we do not offer any warranty in this respect. **In case you are willing to get a warranty of availability or our support please contact us to get information on paid services.**

4.2. Every now and then we may provide API and Services updates whose main task will be to improve the comfort and security of the use.

4.3. We have the right to stop providing API or its updates at any moment.

4.4. We are not responsible for the loss of your App data in any way.

4.5. You understand and agree that we have no control over, and no duty to take any action regarding: failures, disruptions, errors, or delays that you may experience while using the API or Services; the risk of failure of hardware, software, and Internet connections; the risk of malicious software being introduced or found in the software underlying API or Services; the risk that third parties may obtain unauthorized access to information stored within your copy of the API or Services. You release us from all liability related to any losses, damages, or claims arising from: (a) user error such as forgotten data, incorrectly constructed transactions, or mistyped addresses; (b) server failure or data loss; (c) unauthorized access to the API or Services; (d) bugs or other errors in the API or Services; and any unauthorized third party activities, including, but not limited to, the use of viruses, phishing, brute forcing, or other means of attack against the API or Services. We make no representations concerning any third party services accessed through API or Services.

4.6. To the fullest extent permitted by the applicable law, in no event will we or any of our officers, directors, representatives, agents, servants, counsels, employees, consultants, lawyers, and other personnel authorized to act, acting, or purporting to act on our behalf, be liable to you under contract, tort, strict liability, negligence, or any other legal or equitable theory, for: (a) any lost profits, data loss, cost of procurement of substitute goods or services, or direct, indirect, incidental, special, punitive, compensatory, or consequential damages of any kind whatsoever resulting from: (i) your use of, or conduct in connection with, API or Services; (ii) any interruption

or cessation of transmission to or from the Services; or (iII) any bugs, viruses, trojan horses, or the like that are found in the API or Services software or that may be transmitted to or through our API or Services by any third party (regardless of the source of origination), or (b) any direct damages. These limitations apply regardless of legal theory, whether based on tort, strict liability, breach of contract, breach of warranty, or any other legal theory, and whether or not we were advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you at all or partially.

4.7. The API and Services are provided 'as is' and without warranty of any kind. To the maximum extent permitted by the law, we disclaim all representations and warranties, expressed or implied, relating to the API and Services and underlying software or any content provided within the API or Services, whether provided or owned by us or by any third party, including without limitation, warranties of merchantability, fitness for a particular purpose, title, non-infringement, freedom from computer virus, and any implied warranties arising from course of dealing, course of performance, or usage in trade, all of which are expressly disclaimed. In addition, we do not represent or warrant that the content accessible via the API is accurate, complete, available, current, free of viruses or other harmful components, or that the results of using the services will meet your requirements. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you at all or partially. This paragraph gives you specific legal rights and you may also have other legal rights that vary from state to state.

5. Termination

5.1. Terms of Use take effect on the date that you agree to them or access or use the API, whichever is the earliest, and will subsist until terminated by either party pursuant to the provisions below.

5.2. You may terminate your being bound by these API Terms at any time by discontinuing your access to and/or use of our API, and emailing us at support@coinpaprika.com.

5.3. We may at any time vary, amend, change, suspend or discontinue provision of any of our Property, including the API, suspend or terminate your use of the API without notice or reasons to you. We may also restrict your access to or use of API if in our sole discretion, we determine that your access to or use of our API may negatively impact on our products or Services.

5.4. Upon termination of Terms of Use all and any licenses or other rights (including rights to use Coinpaprika brand) granted to you under Terms of Use will cease and terminate immediately.

6. Law and Jurisdiction, Severability, other

6.1. Terms of Use and agreement between you and us are subject to laws of Poland.

6.2. Any and all disputes that may arise between you and us related to the use of the App shall be settled by a common court of competent subject matter jurisdiction seated in Poznań (Poland), provided that it is not stated otherwise by legal regulations.

6.3. If any provision of the Terms of Use is found to be illegal, void, or unenforceable, the said provision shall be modified so as to render it enforceable to the maximum extent possible in order to effect the intention of the provision; if such provision cannot be so modified, it shall be deleted and the remaining provisions of the Terms of Use will continue in full force and effect.

6.4. Provisions of the Terms of Use apply to every update of API, provided that the Terms of Use update attached to App update does not state otherwise