Terms and Conditions of Use

Please read these Terms and Conditions ("Terms") carefully before using the Toket API (the "API") and any services or features offered by Toket ("Services"). **"Toket" refers to Backstage Online, LLC., a Delaware corporation with a legal address at 124 Broadkill Rd, Milton, DE 19968**. By accessing or using the API or Services, you agree to comply with and be bound by these Terms. If you do not agree with these Terms, please do not use the API or Services.

1. Acceptance of Terms and Conditions

1.1 Agreement to Legally Binding Terms

1.1.1 By accessing, browsing, or using the Toket API ("API") or any of the services, features, or functionalities provided by Toket ("Services"), you, the User, expressly acknowledge and agree that you have read, understood, and voluntarily accept, without reservation, all of the terms, conditions, and obligations contained within these Terms and Conditions ("Terms"). Your use of the API and Services constitutes your express agreement to be legally bound by these Terms.

1.2 Consent to Legal Obligations

1.2.1 You understand and agree that these Terms create a legally binding contract between you and Toket. If you do not agree to abide by these Terms or have any reservations about the obligations contained herein, you are kindly requested to refrain from accessing or using the API and Services. Your decision to continue using the API and Services implies your consent to be bound by these legally enforceable Terms.

1.3 Acknowledgment of Legal Consequences

1.3.1 You acknowledge and accept that your access to and use of the API and Services are subject to the legal consequences that may arise from non-compliance with these Terms. This includes, but is not limited to, the potential for legal actions, remedies, and liabilities as permitted by applicable laws and regulations.

1.4 Informed Decision

1.4.1 By accessing and using the API and Services, you affirm that you have had the opportunity to seek independent legal advice or have otherwise made an informed decision regarding your acceptance of these Terms.

1.5 Assumption of Responsibility

1.5.1 You take full responsibility for your decision to access and use the API and Services under these Terms, and you acknowledge that Toket has made these Terms readily accessible to you for review.

2. Registration, API Key, and User Responsibilities

2.1 Account Creation and API Key Acquisition

2.1.1 To gain access to specific functionalities and utilize the comprehensive suite of services ("Services") provided by Toket, you may be obligated to engage in the process of user registration, thereby establishing an account. In conjunction with this, you shall be required to procure an application programming interface (API) key ("API Key"). The registration process shall necessitate the provision of certain personal information and the generation of authentication credentials, including, but not limited to, usernames and passwords, for account authentication purposes.

2.1.2 User Verification

2.1.2.1 Toket reserves the right to employ user verification procedures, which may encompass Know Your Customer (KYC) or other identity validation processes, to ensure the security, authenticity, and compliance of the registered account.

2.1.3 Accuracy of Information

2.1.3.1 You shall warrant and guarantee that all information furnished during the registration process is accurate, up-to-date, complete, and free from any material misrepresentation. Any changes or updates to your account information shall be promptly provided to Toket to maintain the currency and accuracy of your account details.

2.2 Confidentiality and Security of API Key

2.2.1 Upon issuance of an API Key, you are explicitly responsible for maintaining the utmost confidentiality, safeguarding, and securing the said API Key. Under no circumstances shall you disclose or share your API Key with any third party, and you shall take all reasonable precautions to prevent unauthorized access, usage, or dissemination of your API Key.

2.2.2 User Accountability

2.2.2.1 It is expressly understood and acknowledged that you shall bear sole responsibility for all actions, transactions, operations, or activities that are carried out, whether intentionally or negligently, through your registered account utilizing the API Key. Toket shall assume no liability, responsibility, or culpability for any such actions undertaken through your account.

2.3 User Obligations

2.3.1 In addition to the aforementioned responsibilities, you shall also be held accountable for adhering to all terms, conditions, and guidelines stipulated by Toket about the utilization of the API Key and the Services. Any violations thereof may result in the suspension or termination of your account, without prejudice to any other legal remedies that may be available to Toket.

2.4 Third-Party Access

2.4.1 You are expressly prohibited from granting third parties access to the Services through your registered account and API Key unless expressly authorized in writing by Toket. Unauthorized sharing or delegation of access may result in immediate account suspension or termination, and may also result in legal action.

2.5 Account Termination and API Key Revocation

2.5.1 Toket reserves the unqualified right to terminate your account, revoke your API Key, or restrict your access to the Services at its sole discretion, with or without cause, including but not limited to any breaches of these Terms. Such actions shall be executed without incurring any liability on the part of Toket.

3. Use of Services in Compliance with Legal and Regulatory Framework

3.1 Permissible Utilization of Toket Services

3.1.1 The utilization of the services, features, and functionalities (collectively referred to as "Services") offered by Toket shall be predicated upon a fundamental commitment to act within the bounds of all pertinent laws, regulations, and legal requirements. By engaging with our Services, you expressly agree to adhere to these obligations conscientiously and diligently.

3.1.2 Your entitlement to utilize the Services is expressly contingent upon your acknowledgment and adherence to these legal parameters. Under these Terms and any additional policies or guidelines promulgated by Toket, you are hereby granted the privilege to engage with our Services for legitimate, authorized, and lawful purposes.

3.2 Prohibited Conduct

3.2.1 Explicit Prohibition of Unlawful, Fraudulent, or Unauthorized Activities

3.2.1.1 You unequivocally affirm and warrant that you shall not employ, engage with, or employ the Services, directly or indirectly, for any activities, actions, or purposes that contravene any applicable laws, statutes, regulations, or legal obligations, whether at the international, national, or local levels.

3.2.1.2 It is categorically prohibited to employ the Services for activities that are unlawful, fraudulent, deceptive, or unauthorized. Such proscribed activities encompass but are not limited to:

(a) Engaging in any form of illegal or illicit trade, including the exchange of contraband, prohibited goods, or goods infringing upon intellectual property rights.

(b) Committing financial or economic crimes, including money laundering, fraud, tax evasion, or any other activities violating financial or economic regulations.

(c) Engaging in activities that infringe upon the privacy, security, or data protection rights of others, including hacking, identity theft, or unauthorized access to computer systems or data.

(d) Initiating, facilitating, or engaging in any form of cybercrime, such as Distributed Denial of Service (DDoS) attacks, phishing, or other malicious activities aimed at compromising the integrity of computer systems or networks.

(e) Participating in any form of harassment, discrimination, or hate speech, whether based on race, gender, religion, or any other protected characteristic, or otherwise engaging in activities that promote or incite hatred or violence.

(f) Employing the Services to transmit, distribute, or store any content that is illegal, offensive, harmful, or otherwise violative of the rights and dignity of individuals or groups.

3.2.1.3 Toket reserves the right to monitor, investigate, and take appropriate action, including the suspension or termination of Services, against any User found to violate these prohibitions or engaged in any illicit or unauthorized activities.

3.2.2 Compliance with Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) Regulations

3.2.2.1 You acknowledge that Toket is obligated to comply with Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) regulations, and as such, you agree to provide all necessary information and cooperate fully with Toket concerning any requests for information or verification procedures aimed at fulfilling these regulatory obligations.

3.2.2.2 Failure to provide requested information or cooperate with AML and CTF requirements may result in suspending or terminating your account and access to the Services.

3.2.3 Regulatory Changes

3.2.3.1 You further acknowledge and accept that Toket may, in its sole discretion, modify its Services and policies to align with changes in regulatory requirements. You agree to abide by any such modifications and understand that failure to do so may result in restrictions or termination of access to the Services.

4. Minting of Non-Fungible Tokens (NFTs) on the Toket Platform

4.1 Utilization of Toket's NFT Minting Platform

IMPORTANT

4.1.1 Toket, **facilitates the creation and issuance of Non-Fungible Tokens (NFTs) through its specialized platform and services, collectively referred to as the "NFT Minting Platform"**. By accessing and utilizing the NFT Minting Platform, you, the "User," acknowledge and agree to the following terms and conditions, herein referred to as the "NFT Minting Terms."

4.1.2 **The NFT Minting Platform empowers Users with the capability to mint, generate, and instantiate NFTs under their specific requirements, preferences, and creative intentions. The NFT Minting Platform is designed to offer a versatile, user-friendly, and technologically advanced environment for NFT creation.**
It should be added that what Toket does by facilitating the creation of wallets and NFTs is to create empty containers with no intrinsic value. Therefore, <u>these empty containers can never be considered as current or future value</u>, as in any case, <u>the value may or may not reside in the content of these containers, which is solely the property and responsibility of the user, and Toket has no interference in this matter</u>.

4.1.3 Access to and usage of the NFT Minting Platform is subject to compliance with these NFT Minting Terms and any additional guidelines or policies promulgated by Toket or any other Providers we use such as, but not limited to, Turnkey and Zappier. The Provider reserves the right to modify or update the NFT Minting Platform and associated Terms at its sole discretion.

4.1.4 Pricing

4.1.4.1 Fee Structure Overview

The pricing structure for utilizing the Services offered by Toket is predicated on a transparent and equitable fee system, which Users must adhere to for the consummate enjoyment of the platform. This section, denominated as the "Pricing Provisions," provides an in-depth elucidation of the pricing framework governing the use of Toket's Services.

Minting	Starter	Growth	Enterprise
Monthly cost	$34	$135	Custom
Collections	15	75	Unlimited
Mints	500	2500	Unlimited
Chains	Polygon, La Chain, etc.	Polygon, La Chain, etc.	+ Custom EVMs
Additional collection	No	$0,5	Custom

Additional Mints	No	$0,05	Custom
Implementation & Consulting	No	No	No

Wallets	Starter	Growth	Enterprise
Monthly cost	$135	$270	Custom
Wallets	Up to 15.000	Up to 25.000	Custom
Transfers (mainnet o testnet)	No	300	Custom
Chains	Polygon, La Chain, etc.	Polygon, La Chain, etc.	+ Custom EVMs
Additional Wallets	No	$0,05	Custom
Additional Transfer	No	$0,5	Custom
Implementation & Consulting	No	No	Yes

4.1.4.2 User Responsibility for Fees

Users are expressly responsible for all fees associated with their utilization of the Services. These fees may encompass but are not confined to, transaction fees, gas fees, API usage fees, and any other charges explicitly specified within the platform. Users shall remain liable for the prompt and complete settlement of all applicable fees under the rates and terms stipulated by Toket.

4.1.4.3 Transparent Fee Disclosure

Toket is committed to maintaining full transparency in the disclosure of its fee structure. Users shall have access to comprehensive and up-to-date information regarding applicable fees through the platform's designated fee schedule, which shall specify the nature, magnitude, and circumstances under which fees are levied.

4.1.4.4 Modifications to Fee Structure

Toket reserves the right to modify, amend, or update its fee structure at its sole discretion, provided that Users are duly notified of such changes under the Amendment Provisions

outlined in Section 11 of these Terms of Service. Users are encouraged to periodically review the fee schedule to remain informed of any alterations or revisions.

4.1.4.5 Payment and Billing

Users shall be billed for applicable fees through mechanisms and schedules as determined by Toket. Payments shall be rendered in FIAT and under the payment methods accepted by the platform.

4.1.4.6 Consequences of Fee Non-Payment

Failure to remit fees under the established fee schedule may result in the suspension or termination of a User's access to the Services. Users shall also be held responsible for any costs or expenses incurred by Toket in connection with the collection of outstanding fees.

4.1.4.7 Currency Conversion and Exchange Rates

In cases where fees are denominated in a currency or token other than the User's native currency, a currency conversion may be necessary. Toket shall employ prevailing exchange rates and methodologies for such conversions, with any associated costs or fees borne by the User.

4.2 Intellectual Property and Content Ownership

4.2.1 As the User, you explicitly acknowledge and confirm that you retain complete and exclusive ownership of all intellectual property rights, such as copyright, trademark, and patent rights, associated with the NFTs you create and mint using the NFT Minting Platform. The Provider does not claim ownership of the content, creative assets, or intellectual property embodied within the NFTs created by Users. Consequently, once an NFT collection is deployed, Toket has no possibility to change, modify, or delete the content, and it is fully outside of their responsibility.

4.2.2 You assume sole responsibility for the content, materials, data, and intellectual property rights incorporated into the NFTs minted through the NFT Minting Platform. You shall warrant that all such content complies with applicable laws, regulations, and third-party rights, including but not limited to intellectual property rights.

4.2.3 The Provider does not conduct content or intellectual property review or validation about the NFTs minted by Users. As such, you shall conduct due diligence to ensure that your NFTs do not infringe upon the rights of third parties, including but not limited to copyright holders, trademark owners, and patent holders.

4.3 Prohibited Content

4.3.1 Users are expressly prohibited from minting NFTs that contain or promote any unlawful content, infringing, offensive, harmful, or otherwise violates these NFT Minting Terms. Prohibited content includes but is not limited to

(a) Content that violates any applicable laws, regulations, or third-party rights, including intellectual property rights.

(b) Content that is defamatory, slanderous, libelous, or otherwise injurious to the reputation or interests of individuals or entities.

(c) Content that promotes hate speech, discrimination, violence, or any form of harm towards individuals or groups based on their race, gender, religion, nationality, or other protected characteristics.

(d) Content that is obscene, explicit, or pornographic.

(e) Content that incites or encourages illegal activities, including but not limited to fraud, harassment, or cybercrimes.

4.3.2 The Provider reserves the right to remove or restrict access to any NFTs found to violate these prohibitions, with or without notice, **and may take appropriate legal action as deemed necessary.**

4.4 Indemnification

4.4.1 You shall indemnify and hold the Provider harmless from any claims, liabilities, damages, losses, or expenses incurred as a result of your minting, creation, use, or misuse of NFTs through the NFT Minting Platform. This indemnification includes, but is not limited to, claims arising from intellectual property disputes, content violations, or breaches of these NFT Minting Terms.

4.4.2 The Provider assumes no liability for any disputes or claims related to the NFTs minted by Users, and Users agree to resolve any such disputes independently, without involving the Provider.

4.5 Compliance with Applicable Laws

4.5.1 Users must comply with all applicable laws, regulations, and legal obligations when utilizing the NFT Minting Platform. This includes but is not limited to, compliance with intellectual property laws, data protection laws, and laws related to the creation and sale of digital assets.

4.5.2 The Provider does not provide legal advice, and Users are encouraged to seek legal counsel to ensure their activities on the NFT Minting Platform are under the law.

4.6 Modification of NFT Minting Terms

4.6.1 The Provider reserves the right to modify, amend, or update these NFT Minting Terms at its discretion, with or without notice. Users are responsible for reviewing the latest version of these Terms periodically and continuing use of the NFT Minting Platform implies acceptance of any modifications made.

4.7 Termination of Access

4.7.1 The Provider reserves the right to suspend, restrict, or terminate access to the NFT Minting Platform for any User found to breach these NFT Minting Terms or engage in activities contrary to the provisions herein. Such actions may be taken without incurring any liability on the part of the Provider.

5. Wallets and API Utilization for Wallet Management

5.1 Provision of Wallets API

5.1.1 Toket, extends its User's access to a specialized Application Programming Interface (API) designated as the "Wallets API." This Wallets API facilitates the creation, administration, and monitoring of digital wallets, as well as the tracking of Non-Fungible tokens (NFT) balances associated with these wallets. By engaging with the Wallets API, Users acknowledge and consent to adhere to the provisions outlined in this section, referred to as the "Wallets API Terms."

5.1.2 The Wallets API is a technical interface that empowers users to programmatically interact with the Provider's systems and services for the express purpose of managing digital wallets and monitoring NFT balances. This tool is designed to provide Users with a streamlined and technologically advanced means of wallet management.

5.1.3 Access to and utilization of the Wallets API are subject to compliance with these Wallets API Terms, as well as any supplementary guidelines or policies stipulated by the Provider. The Provider reserves the right to modify or revise the Wallets API and its associated Terms at its sole discretion.

5.2 Regulatory Compliance

5.2.1 Users are bound by an unequivocal obligation to employ the Wallets API in strict accordance with the legal and regulatory framework governing their jurisdiction and any other relevant jurisdictions where their activities may extend. By utilizing the Wallets API, Users expressly undertake to comply with all applicable laws, regulations, directives, and statutory obligations.

5.2.2 The Provider disclaims any liability for any non-compliance with Applicable Laws by Users. Users are expected to perform their due diligence and seek independent legal advice to ensure their utilization of the Wallets API aligns with the legal requirements applicable to their specific circumstances.

5.3 Authorized Use of Wallets API

5.3.1 The Wallets API is intended for authorized and legitimate purposes, which may include but are not limited to:

(a) Creation and management of digital wallets on supported blockchain networks.

(b) Monitoring and retrieval of NFT balances associated with specific wallets.

(c) Facilitation of NFT transfers and transactions within the confines of applicable laws and regulations.

(d) Other lawful activities aligned with the core functionality of the Wallets API.

5.3.2 Users are expressly prohibited from employing the Wallets API for any activities that contravene Applicable Laws or that fall within the ambit of unlawful, fraudulent, or unauthorized actions. Such prohibited activities encompass, but are not limited to:

(a) Engaging in any form of illicit, fraudulent, or deceptive trade or transactions.

(b) Facilitating or participating in money laundering, terrorist financing, or any other financial crimes.

(c) Initiating or propagating malicious activities, such as hacking, unauthorized access, or any form of cyberattacks.

(d) Violating the privacy, security, or data protection rights of individuals or entities.

(e) Disseminating offensive, harmful, or illegal content through the Wallets API.

5.3.3 Users shall be held accountable for any actions, transactions, operations, or activities conducted through their utilization of the Wallets. The Provider assumes no liability for any consequences arising from the User's actions, network failures, wrongly sent assets, or provider errors whether intentional or inadvertent. In any case, Toket does not warranty the success of any transaction nor the functionality of the wallet provided. Toket will remain harmless from any prejudice that the use of the wallet may cause the user.

5.4 Modification of Wallets API Terms

5.4.1 The Provider reserves the right to modify, amend, or update these Wallets API Terms at its sole discretion. Users are obligated to periodically review the latest version of these Terms and continued use of the Wallets API implies acceptance of any modifications or revisions.

5.5 Termination of Access

5.5.1 In the event of any breach of these Wallets API Terms or any activities that are in contravention of Applicable Laws, the Provider retains the right to suspend, restrict, or terminate access to the Wallets API for the User responsible. Such actions may be executed without incurring any liability on the part of the Provider. The remaining assets in the wallet shall be preserved by the provider.

6. Gas Tank Feature for Gas Fee Coverage

6.1 Provision of the Gas Tank Feature

6.1.1 Toket presents to its Users the innovative "Gas Tank" feature, a dedicated mechanism designed to facilitate the defrayal of gas fees incurred during transactions conducted on blockchain networks. This unique functionality is intended to provide Users with the ability to sponsor, allocate, or underwrite the requisite gas fees associated with their blockchain transactions. By accessing and utilizing the Gas Tank feature, Users expressly acknowledge and consent to be bound by the stipulations outlined in this section, referred to as the "Gas Tank Terms."

6.1.2 The Gas Tank Feature and Its Usage

6.1.2 The Gas Tank feature represents a technical enhancement within the Toket ecosystem, serving as an auxiliary tool that can be integrated into a User's transactional workflow. Access to and utilization of the Gas Tank feature are contingent upon its availability, and its activation necessitates a formal request made by the User to the Provider.

6.1.2.1 Purpose and Prohibition of Unauthorized Access

The Gas Tank feature plays a pivotal role in ensuring the seamless operation of the Toket platform. It is essential to underscore that **any attempt to gain unauthorized access or tamper with the tokens stored within the Feature shall be unequivocally regarded as a malicious cyberattack against the platform. Such actions shall be subject to the full spectrum of legal consequences and remedies.**

6.1.2.2 Authorized Usage of the Gas Tank

Users are expressly prohibited from employing the Feature for purposes other than those for which it was expressly designed. Its principal function is to facilitate the payment of gas fees associated with the lawful and reasonable utilization of the platform.

6.1.2.3 Ensuring Lawful and Reasonable Platform Utilization

Users are encouraged to employ the Feature judiciously and exclusively to meet the gas fee requirements associated with their legitimate and reasonable use of the platform. This includes but is not limited to, covering gas fees for authorized transactions, contract deployments, and other permissible activities conducted within the Toket ecosystem.

6.1.2.4 Acknowledgment of Legal Consequences

Users are hereby apprised that any deviation from the authorized usage of the Feature, including any attempts to inappropriately access or acquire tokens stored therein, shall carry significant legal consequences. Such consequences may encompass civil and criminal liabilities, as well as legal actions pursued by the Provider to protect the platform and its Users.

6.1.2.5 Compliance with Legal and Ethical Standards

It is incumbent upon Users to conduct themselves in strict compliance with prevailing legal, ethical, and regulatory standards when interacting with the Feature. The Provider emphasizes the importance of responsible and lawful utilization of this auxiliary tool within the Toket ecosystem.

6.2 Exemption of Provider from Liability

6.2.1 Users are expressly advised that the Provider bears no responsibility for any operational, financial, or logistical issues that may arise in connection with the utilization of the Gas Tank feature. This includes but is not limited to, the assumption that the Provider shall not be held liable for the direct or indirect costs, expenses, or charges incurred as a result of the utilization of the Gas Tank feature.

6.2.2 Users are further apprised that the Provider is not accountable for any discrepancies or complications associated with the Gas Tank feature, including but not limited to:

(a) The adequacy or sufficiency of the gas deposits made into the Gas Tank by the User.

(b) The timely processing or execution of transactions funded through the Gas Tank.

(c) The overall functionality and performance of the Gas Tank feature.

(d) Any disruptions, outages, or technical issues that may affect the availability or functionality of the Gas Tank feature.

6.3 Request for Activation of Gas Tank

6.3.1 Activation of the Gas Tank feature necessitates a formal request made by the User to the Provider. The Provider reserves the discretion to approve or decline such requests based on its internal policies, availability, and any additional criteria deemed relevant by the Provider.

6.3.2 Users are advised to adhere to the Provider's stipulated procedures and guidelines for requesting the activation of the Gas Tank feature. Failure to follow these procedures may result in the rejection of the request.

6.4 Voluntary Nature of Gas Tank Utilization

6.4.1 The utilization of the Gas Tank feature is entirely voluntary and at the discretion of the User. Users are compelled to utilize this feature.

6.5 User Accountability for Gas Tank Usage

6.5.1 Users are solely responsible for managing and monitoring the balance of the Gas Tank, including the deposit and withdrawal of tokens or assets as may be required to sustain the feature's functionality.

6.5.2 Users are further responsible for ensuring that the utilization of the Gas Tank feature complies with all applicable laws, regulations, and legal requirements. Any misuse or abuse of the feature may result in the suspension or termination of access to the Gas Tank feature, without prejudice to any other legal remedies available to the Provider.

6.6 Modification of Gas Tank Terms

6.6.1 The Provider reserves the right to modify, amend, or update these Gas Tank Terms at its sole discretion, with or without notice to Users. Users are responsible for reviewing the latest version of these Terms periodically, and continued use of the Gas Tank feature implies acceptance of any modifications or revisions.

6.7 Termination of Gas Tank Feature Access

6.7.1 In the event of any breach of these Gas Tank Terms or any misuse of the Gas Tank feature, the Provider retains the right to suspend, restrict, or terminate access to the Gas Tank feature for the User responsible. Such actions may be executed without incurring any liability on the part of the Provider.

7. Integration with Zapier for Workflow Automation

7.1 Facilitation of Workflow Automation through Zapier Integration

7.1.1 Toket, offers Users the opportunity to streamline and optimize their operational processes through the integration of its application programming interface (API) with the third-party automation platform known as "Zapier." This integration, hereinafter referred to as the "Zapier Integration," is meticulously engineered to empower Users with the ability to automate and orchestrate workflows, tasks, and data exchanges between Toket's API and various other applications, services, and systems. By engaging with Zapier Integration, Users expressly acknowledge and consent to be bound by the terms and conditions articulated in this section, herein referred to as the "Zapier Integration Terms."

7.1.2 The Zapier Integration serves as a sophisticated technical bridge, enabling Users to synchronize and interconnect Toket's API with an array of external tools and services, thereby enhancing operational efficiency, data management, and process automation.

7.1.3 **Access to and utilization of the Zapier Integration are contingent upon Users' compliance with these Zapier Integration Terms, in addition to any supplementary directives or guidelines issued by the Provider**. The Provider retains the right to modify or revise the Zapier Integration and its associated Terms at its sole discretion.

7.2 User Responsibility for Configuration and Utilization

7.2.1 Users are vested with the sole responsibility for configuring and deploying the Zapier Integration to fulfill their specific operational, administrative, and workflow automation requirements. Users must exercise due diligence in aligning the configuration and usage of the Zapier Integration with their unique objectives and needs.

7.2.2 The Provider does not bear responsibility for the design, configuration, or outcomes of workflows established through the Zapier Integration. Users are expected to possess a competent understanding of their business processes and the functionalities offered by both Toket's API and Zapier to effectively configure and manage automated workflows.

7.2.3 Users shall take precautionary measures to ensure the security, integrity, and compliance of their automated workflows. This includes safeguarding confidential data, adhering to data protection regulations, and maintaining the overall integrity of their digital ecosystem.

7.2.4 Users are encouraged to review Zapier's terms of service and privacy policy to ensure comprehensive understanding and compliance with the obligations and responsibilities inherent to their usage of Zapier Integration.

7.3 Liability and Indemnification

7.3.1 The Provider assumes no liability for any consequences, including but not limited to financial losses, operational disruptions, data breaches, or other adverse effects, resulting from the configuration, deployment, or utilization of the Zapier Integration by Users.

7.3.2 Users shall indemnify, defend, and hold harmless the Provider from any claims, liabilities, damages, losses, or expenses arising from the use or misuse of the Zapier Integration. This indemnification encompasses claims related to data breaches, data mishandling, and any other liabilities associated with the User's actions or configurations involving the Zapier Integration.

7.4 Modification of Zapier Integration Terms

7.4.1 The Provider retains the prerogative to modify, amend, or update these Zapier Integration Terms at its sole discretion. Users are obligated to periodically review the latest version of these Terms, and continued use of the Zapier Integration implies acceptance of any modifications or revisions.

7.5 Termination of Zapier Integration Access

7.5.1 In the event of any breach of these Zapier Integration Terms or misuse of the Zapier Integration that results in harm or disruption to Toket, its Users, or third parties, the Provider reserves the right to suspend, restrict, or terminate access to the Zapier Integration for the User responsible. Such actions may be executed without incurring any liability on the part of the Provider.

8. Privacy and Data Handling

8.1 Incorporation of Privacy Provisions

8.1.1 In tandem with your engagement with the API and the comprehensive suite of services furnished by Toket, it is incumbent upon you the user, to acknowledge that your utilization of

these digital assets is not isolated but rather governed by a confluence of legal instruments, including these Terms of Service. The Privacy Policy is a fundamental component of the legal framework that regulates your interaction with the Provider's offerings. This clause, denoted as "Privacy Provisions," expounds upon the integral role that the Privacy Policy plays in elucidating the modalities encompassing data collection, usage, and disclosure within the Provider's purview.

8.1.2 The Privacy Policy, an indispensable component of your contractual relationship with the Provider, meticulously outlines the parameters and safeguards underpinning the collection, handling, processing, retention, and disclosure of your personal information and data ("Data"). Your Data may encompass, inter alia, personal identifiers, contact details, transactional data, and any other information collected in the course of your engagement with the API and Services.

8.1.3 It is incumbent upon you, as a User, to conscientiously peruse and internalize the contents of the Privacy Policy, accessible via the following hyperlink: https://www.termsfeed.com/live/6a8a5c04-ee1a-4dbd-afb0-dd6384775cc1. The Privacy Policy comprehensively delineates the Provider's data handling practices, data protection measures, and your rights vis-à-vis your Data. It further delineates the Provider's commitment to compliance with data protection regulations and standards.

8.2 Data Collection, Usage, and Disclosure

8.2.1 The Privacy Policy furnishes a detailed exposition of the precise modalities governing the collection of your Data, including the categories of Data collected, sources of Data, and the explicit purposes for which your Data is collected.

8.2.2 It is pivotal for you to comprehend that your Data is employed under the parameters and intentions elucidated in the Privacy Policy. This includes, but is not limited to, the facilitation of Services, account administration, security enhancements, communication, and compliance with legal obligations.

8.2.3 Your Data may be disclosed in conformance with the terms delineated in the Privacy Policy, which may encompass, inter alia, disclosures necessitated by legal mandates, regulatory authorities, law enforcement agencies, or judicial orders.

8.3 Data Security and Retention

8.3.1 The Privacy Policy delves into the stringent data security measures and protocols that the Provider has implemented to safeguard your Data from unauthorized access, breaches, or compromises. These measures encompass encryption, access controls, and periodic security assessments.

8.3.2 The Privacy Policy elucidates the timeframes and criteria governing the retention of your Data. The Provider is committed to retaining your Data only for the duration required to fulfill the purposes for which it was collected or as mandated by legal requirements.

8.4 User Rights and Consent

8.4.1 The Privacy Policy outlines your rights as a Data Subject, including the right to access, rectify, erase, or restrict the processing of your Data. It further expounds upon your right to object to the processing of your Data for certain purposes. Please also consider, that some data cannot be rectified, as per how the blockchain technologies works.

8.4.2 Your consent, as the User, constitutes an integral aspect of data processing. The Privacy Policy delineates the instances where your consent is sought and elucidates your right to withdraw such consent, subject to the constraints imposed by applicable laws.

8.5 Compliance with Data Protection Laws

8.5.1 The Privacy Policy underscores the Provider's unwavering commitment to compliance with data protection laws, regulations, and industry standards. It elucidates the mechanisms employed for ensuring such compliance, including data protection impact assessments and regulatory reporting.

8.6 Modifications to Privacy Policy

8.6.1 The Provider retains the prerogative to modify, amend, or update the Privacy Policy as necessitated by changes in the legal, regulatory, or operational landscape. Users are urged to periodically review the latest version of the Privacy Policy to remain apprised of any alterations or revisions.

8.7 Contact Information

8.7.1 For inquiries, requests, or concerns about your Data, the Privacy Policy, or data protection matters, the Privacy Policy provides contact information that allows you to reach out to the Provider for further assistance or clarification.

8.8 Integration with Terms of Service

8.8.1 The Privacy Policy operates in concert with these Terms of Service, collectively constituting the legal apparatus that regulates your engagement with the API and Services. These integrated provisions harmoniously delineate your rights, responsibilities, and expectations within the Provider's digital ecosystem.

9. Intellectual Property Rights and Usage Restrictions

9.1 Ownership of Intellectual Property Rights

9.1.1 Toket, along with its licensors, stands as the unequivocal proprietor of all rights, title, and interest in and to the entirety of intellectual property assets, encompassing but not confined to copyrights, trademarks, patents, trade secrets, and any other form of intellectual property that is inherent to and appertains to the API and the Services ("Intellectual Property"). The present clause, designated as the "Intellectual Property Provisions," elaborates upon the robust legal framework governing the ownership, protection, and utilization of Intellectual Property within the Provider's digital ecosystem.

9.2 User Restrictions on Intellectual Property Usage

9.2.1 Users, herein referred to as the "User," are hereby apprised that all rights and ownership about the Intellectual Property exist solely with the Provider and its licensors. Users are prohibited from engaging in any form of usage, modification, reproduction, distribution, or exploitation of the Intellectual Property without the antecedent written consent of the Provider.

9.2.2 The aforementioned usage restrictions are comprehensive and encompass, but are not restricted to:

(a) Reproducing, duplicating, or copying any elements or components of the API or Services, including but not limited to software, design, content, graphics, and user interfaces.

(b) Creating derivative works, adaptations, or modifications based on the Intellectual Property.

(c) Translating, localizing, or altering the Intellectual Property in any manner.

(d) Publicly displaying, performing, or transmitting the Intellectual Property, whether for commercial or non-commercial purposes.

(e) Reverse engineering, decompiling, or disassembling any software or code forming part of the Intellectual Property.

(f) Commercially exploiting the Intellectual Property, including but not limited to selling, licensing, sublicensing, or assigning any rights therein.

9.3 Necessity of Prior Written Consent

9.3.1 User acknowledgment and consent is essential, and no exception shall be granted for any usage of the Intellectual Property in any form, manner, or medium without obtaining the antecedent written consent of the Provider.

9.4 License Exception

9.4.1 The Provider reserves the discretion to grant licenses or permissions for specific uses of the Intellectual Property, subject to the Provider's terms and conditions, which may include licensing fees, usage restrictions, and duration limitations. Any such licenses or permissions shall be explicitly documented in a written agreement and shall exclusively pertain to the rights and purposes explicitly specified therein.

9.5 Enforcement of Intellectual Property Rights

9.5.1 The Provider is vested with the prerogative to enforce its Intellectual Property rights to the fullest extent permissible by law. This includes but is not limited to, pursuing legal

remedies, injunctive relief, and damages against any entity or individual found to be infringing upon the Intellectual Property rights of the Provider or its licensors.

9.6 Notification of Intellectual Property Violations

9.6.1 Users are encouraged to promptly report any suspected violations of the Intellectual Property rights owned by the Provider or its licensors. Notifications should be submitted to the designated contact information provided by the Provider for such purposes.

9.7 Integration with Terms of Service

9.7.1 These Intellectual Property Provisions coalesce seamlessly with the broader Terms of Service, serving as an essential component of the overarching legal agreement that governs the User's engagement with the API and Services. The integrated provisions harmoniously delineate the rights, obligations, and parameters of Intellectual Property within the Provider's digital ecosystem.

10. Termination of Access and Service Discontinuation

10.1 Termination of Access by Toket

10.1.1 Toket, retains the absolute discretion and prerogative to suspend, restrict, or terminate your access to the API and the comprehensive array of services rendered by the Provider, collectively denominated as the "Services," at any juncture, without the necessity for demonstrating cause or justification. This clause, designated as the "Termination Provisions," expounds upon the essential legal framework governing the Provider's authority to suspend or terminate your access to the API and Services and the associated ramifications thereof.

10.2 Grounds for Termination

10.2.1 The Provider reserves the right to exercise its termination authority with or without cause. This implies that the Provider is empowered to terminate your access to the API and Services irrespective of the existence or absence of any specific grounds or circumstances necessitating such action.

10.3 Notification of Termination

10.3.1 If your access to the API and Services is suspended or terminated by the Provider, reasonable efforts shall be made to provide you with prior notice of such action. However, it is acknowledged that certain circumstances, including but not limited to security concerns, legal obligations, or operational exigencies, may necessitate immediate suspension or termination without prior notice.

10.4 Post-Termination Implications

10.4.1 Upon the suspension or termination of your access to the API and Services, you are hereby apprised of the following implications:

(a) Your ability to avail yourself of the Services shall cease forthwith, and you shall be barred from further utilization of the API and Services.

(b) Any data, content, or information associated with your account may be subject to deletion, archiving, or retention at the discretion of the Provider, in conformity with applicable laws and policies.

(c) Your obligations under these Terms of Service, including but not limited to confidentiality obligations, usage restrictions, and intellectual property provisions, shall endure beyond the termination of your access.

(d) You shall remain liable for any outstanding obligations, fees, or liabilities accrued before the date of termination, and the Provider may undertake appropriate measures to recover such amounts.

10.5 Right to Appeal

10.5.1 In the event of a termination decision, Users shall possess the right to submit a written appeal to the Provider within a reasonable timeframe, as specified by the Provider's policies or procedures. The Provider shall review the appeal and may, at its sole discretion, reconsider the termination decision.

10.6 Liability and Indemnification

10.6.1 The Provider shall not be held liable for any losses, damages, costs, or expenses incurred by Users as a result of the suspension or termination of their access to the API and Services.

10.6.2 Users shall indemnify and hold the Provider harmless from any claims, liabilities, damages, losses, or expenses arising from their conduct, actions, or breaches of these Terms of Service that culminate in the suspension or termination of their access.

10.7 Integration with Terms of Service

10.7.1 These Termination Provisions are seamlessly integrated into the broader Terms of Service, forming an integral component of the overarching legal agreement that governs the User's interaction with the API and Services. Collectively, these provisions elucidate the rights, responsibilities, and consequences associated with the termination of access by the Provider.

11. Amendments to the Terms of Service

11.1 Provider's Authority to Modify the Terms

11.1.1 Toket, possesses the unequivocal authority and discretion to effectuate modifications, amendments, or updates to these Terms of Service ("Terms") at its discretion and under its operational exigencies. The present clause, designated as the "Amendment Provisions," serves as an exhaustive explication of the legal framework underpinning the Provider's prerogative to revise the Terms, as well as the implications and consequences thereof.

11.2 Notification of Amendments

11.2.1 In the event of any proposed modifications, amendments, or updates to the Terms, the Provider shall undertake reasonable efforts to provide Users with notification of such impending changes. This notification may be delivered through means that the Provider deems appropriate, including but not limited to email notifications, prominent API announcements, or direct communication within the Services.

11.2.2 The notification shall incorporate details regarding the nature, scope, and effective date of the proposed changes to the Terms. Users are encouraged to thoroughly review the notification and familiarize themselves with the proposed amendments.

11.3 User Acknowledgment and Acceptance

11.3.1 Your continued utilization of the API and the Services after the effective date of any amendments to the Terms unequivocally signifies your express acknowledgment, understanding, and acceptance of the revised Terms. By continuing to access or utilize the API and Services after the effective date of the changes, you are deemed to have entered into a legally binding agreement with the Provider, which is governed by the revised Terms.

11.4 Right to Refuse Amendments

11.4.1 If you do not concur with the proposed amendments to the Terms or find them unacceptable for any reason, it is incumbent upon you to refrain from further use of the API and Services. Your non-acceptance of the amendments shall result in the termination of your contractual relationship with the Provider, as well as the cessation of your access to the API and Services.

11.5 Retention of Prior Versions

11.5.1 The Provider acknowledges that prior versions of the Terms may be pertinent to Users who entered into agreements governed by earlier iterations of these Terms. As such, the Provider may, at its discretion, maintain accessible copies of prior versions of the Terms for reference and historical purposes.

11.6 Applicability of Amendments

11.6.1 The amendments, modifications, or updates to the Terms shall apply prospectively from their effective date, and they shall not impact the legal rights, obligations, or liabilities of Users arising from transactions, activities, or engagements that transpired before the effective date of the amendments.

11.7 Termination of Access

11.7.1 In the event that you elect not to accept the proposed amendments to the Terms and consequently discontinue your utilization of the API and Services, it is acknowledged that your access to the Services shall be suspended or terminated, as per the terms and conditions stipulated in the Termination provisions of these Terms.

11.8 Integration with Terms of Service

11.8.1 These Amendment Provisions are intrinsically incorporated into the broader Terms of Service, collectively constituting the legal framework governing the User's interaction with the API and Services. The integrated provisions encompass the Provider's authority to modify the Terms, the notification mechanisms for amendments, User acceptance, and the implications of non-acceptance.

12. Contact Information and Communication

12.1 Queries, Clarifications, and Contact Protocols

12.1.1 Should you, as a User, find yourself in need of elucidation, information, or clarification regarding these Terms of Service or any facets related to the Services provided by Toket, it is incumbent upon you to initiate communication with the Provider through the designated contact channels and protocols established herein. The present clause, denoted as the "Contact Provisions," expounds upon the mechanisms, responsibilities, and significance associated with the exchange of information and inquiries between Users and the Provider.

12.2 Designated Contact Information

12.2.1 The Provider has designated specific contact information to facilitate communication and correspondence with Users. You may initiate contact with the Provider by utilizing the contact details provided, which may encompass email addresses, physical mailing addresses, telephone numbers, or digital communication channels. The accuracy and currency of this contact information are meticulously maintained to ensure the expeditious and effective facilitation of inquiries and responses.

12.3 Inquiry and Communication Protocols

12.3.1 Users are encouraged to initiate inquiries, questions, or communications with the Provider pertaining to these Terms or the Services through the designated contact information provided herein. Such inquiries should be transmitted using clear, concise, and relevant language, and they should be accompanied by all necessary details and context to facilitate an accurate and expedient response from the Provider.

12.4 Provider's Obligation to Respond

12.4.1 The Provider is bound by a duty to respond to inquiries, questions, or communications initiated by Users within a reasonable timeframe, as determined by the

nature and complexity of the inquiry. The Provider shall make reasonable efforts to furnish Users with timely and accurate responses, resolutions, or guidance to address their queries and concerns.

12.5 Confidentiality and Data Protection

12.5.1 Users are advised to exercise discretion and refrain from conveying sensitive, confidential, or personally identifiable information through non-secure communication channels or platforms. The Provider shall not be held responsible for the security or confidentiality of information transmitted through insecure channels.

12.6 Service-Related Inquiries

12.6.1 Inquiries, questions, or communications pertaining to the Services provided by the Provider, including but not limited to technical support, operational issues, service availability, or account-related matters, shall be addressed through the designated contact channels.

12.7 Legal and Compliance Inquiries

12.7.1 Users seeking legal or compliance-related information, including queries regarding these Terms, Privacy Policy, Intellectual Property, amendments, or any legal aspects concerning the Provider's services, shall also direct their inquiries through the designated contact information. Such inquiries may pertain to contractual obligations, dispute resolution, data protection, intellectual property rights, or regulatory compliance.

12.8 Integration with Terms of Service

12.8.1 These Contact Provisions seamlessly integrate into the broader Terms of Service, serving as a pivotal component of the overarching legal agreement that governs the User's interaction with the API and Services. Collectively, these provisions outline the mechanisms, obligations, and significance of contacting the Provider for inquiries, clarifications, or communication regarding these Terms or the Services.