

General Terms and Conditions

bitfly gmbh, Landstraßer Gürtel 9/12, 1030 Vienna (Austria)

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Preamble

(A) These General Terms and Conditions ("**Terms**") govern your access to and use of the services provided on the website beaconcha.in (the "**Website**"). The Website is owned and operated by bitfly gmbh ("**Bitfly**", "**we**", "**us**" and "**our**"), an Austrian limited liability company registered in the commercial register of the Vienna Commercial Court under FN 472953 w, with its seat in Vienna and its business address at Land straßer Gürtel 9/12, 1030 Vienna, Austria. The services provided by us on the Website include, but are not limited to, (1) blockchain explorer, (2) API, and (3) advertising (the "**Services**").

(B) You agree to be bound by these Terms by accessing the Website or using the Services. These Terms are available in their most current form on the Website.

§ 1. Account Registration

- (1) Account. You must create an account to make use of some of the Services. To create an account you must provide an email address and a password. To complete the registration you must verify your email address by clicking on a link in the verification email sent to you.
- (2) Privacy. Data provided by you is handled according to our Privacy Policy.
- (3) Access. You are responsible for safeguarding access to your account. Do not share your password with any one. If you have any reason to believe that a third party has obtained knowledge of your password or is using your password in an unauthorized manner, you must notify us immediately.

- (4) Violations. We may, in our sole discretion and without notice, suspend, delete, disable or terminate any account that we suspect is in violation of these Terms.

§ 2. Blockchain Explorer

- (1) License. We grant you a limited, non-exclusive, non-transferable license to access and use the blockchain explorer on the Website. The blockchain explorer is open source and subject to the GNU General Public License v3.0. The blockchain explorer is underdevelopment and subject to interruption without notice at any time. If you notice any errors, please contact us at support@beaconcha.in.

- (2) Notifications. Email subscriptions may be configured in the 'Watchlist' section of your account. We reserve the right to limit the number of emails that are sent to you.

§ 3. API

- (1) Access. You must access the API only by the means described in the API documentation. You must not misrepresent or mask your identity when using the API.
- (2) Limitations. We set and enforce limits on your use of the API (e.g., limiting the number of API requests that you make). The current limits are available on the Website. You agree not to circumvent these limits.
- (3) Pricing. Pricing plans for extended use of our API are available at <https://beaconcha.in/pricing>.
- (4) Compliance. When using the API you must comply with all applicable laws and regulations and not access or use the API in a manner that violates such laws or regulations or in a manner that is deceptive, unethical, false, or misleading.

§ 4. Advertising

- (1) Authorization. By purchasing advertising space from us, you authorize us to place your advertising materials on our Website.
- (2) Pricing. We typically sell advertising on a CPM basis. Custom pricing plans are available. Advertising inquiries may be made by filling out the form available at <https://beacon.cha.in/advertisewithus>.
- (3) No Malicious Code. You shall not provide advertisements containing malware, spyware or any other malicious code.
- (4) Cancellation. To cancel an advertisement, please contact us at support@beaconcha.in. We will remove the advertisement from the Website as soon as reasonably possible but in any case within three business days after receiving actual notice of the cancellation. You will remain obligated to pay all fees accrued between the time of cancellation and removal of the advertisement from the Website.

§ 5. Third-Party Content

In using the Website, you may view content provided by third parties, including links to web pages of such parties ("**Third-Party Content**"). We do not vet or endorse, nor shall we be responsible for, any Third-Party Content. Your business dealings or correspondence with such third parties are solely between you and the third parties. We disclaim any responsibility for any harm resulting from any Third-Party Content. You understand that your use of Third Party Content, and your interactions with third parties, is at your own risk.

§ 6. Representations and Warranties

- (1) You represent and warrant that:
 - (a) you are of legal age and are legally competent to form a binding contract;
 - (b) you are authorized to access the Website and use the services in the jurisdiction in which you are a citizen or resident, incorporated or established;
 - (c) if you are accessing the Web site or using the services on behalf of a legal entity,
 - i. you have the authority to act on behalf of such legal entity, and
 - ii. such legal entity is duly

organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

- (2) If you purchase extended use of the API or advertising, you further represent and warrant that you are not a consumer as defined in the Austrian Consumer Protection Act (Konsumentenschutzgesetz; KSchG).

§ 7. Disclaimer of Warranties

- (1) To the extent permitted under applicable law, the Website and the Services provided by us under these Terms are provided on an "as is" basis. We disclaim any warranty, either express or implied, in connection with the Website and the Services, including without limitation any warranty of merchantability or fitness for any particular purpose. We do not guarantee that the Website is available uninterruptedly or that all data are correct, complete, accurate and current or that the Services meet your or any third party's requirements or expectations.
- (2) Before entering into a contract related to the Services with any third party, you must provide notice of these Terms to the third party, in particular our disclaimer of warranties under this section.

§ 8. Limitation of Liability

- (1) Limitations. We shall be liable only for malice (Vorsatz) or gross negligence (grobe Fahrlässigkeit) within the framework of the existing statutory provisions, irrespective of the legal basis (pre-contractual, contractual, non-contractual), in case of pecuniary losses. We exclude liability for lesser degree of negligence entirely. Liability for personal injuries is not excluded. We further exclude any liability for consequential damages, mere financial losses, lost profit, or damages from claims of third parties. Also, we shall not be liable for subsequent damages, in particular not for loss of profit, except in case of malice. This applies in particular to damage related to inherent risks of blockchain technology and digital assets.
- (2) Objections. If we do not object to a

violation of these Terms or statutory provisions, the assertion of the claims arising from the violation shall not be waived.

§ 9. Indemnification

You agree to indemnify us and hold us harmless from any and all third party claims, demands, actions, damages, losses, costs or expenses, including reasonable legal fees, arising out of or relating to use of the Website or the Services.

§ 10. Intellectual Property

- (1) Notwithstanding anything to the contrary, any and all copyrights, trademark rights, patents, the right to concepts and ideas (as far as protected by intellectual property rights) related to the Website and the Services shall remain with us.
- (2) We grant you a limited, non-exclusive, non-transferable license to access and use the Website, subject to these Terms. You may use the Website only as permitted by law. The license granted herein terminates if you do not comply with these Terms.

§ 11. Miscellaneous

- (1) Changes. We may update, change or replace these Terms at any time. We will notify you via email if we update, change or replace these Terms. You have a period of 14 days after notice has been provided to you to object to any update, change or replacement. If you do not object within this period, you shall be deemed having agreed to the update, change or replacement. We will remind you in our notice email that not making use of your right of objection shall be deemed as expressing consent.
- (2) Survival. If a provision of these Terms is invalid, contestable or enforceable, the validity of these Terms remains unaffected, provided that this corresponds to the intention of the parties as can be seen from the provisions of these Terms in their context. If you are not a consumer as defined in the Austrian Consumer Protection Act, such a provision shall be replaced by an effective and enforceable

provision that has such legal, and above all economic, effect as the invalid one or comes closest to it.

- (3) Governing Law. These Terms and any non-contractual obligations arising out of or in relation to it shall be governed by and construed in all respects in accordance with Austrian law, excluding the Austrian conflict of laws rules.
- (4) Disputes. All disputes arising out of the Website or related to the violation, termination or nullity of these Terms shall be brought before the competent court in commercial matters (Handelsgericht) in Vienna, Austria. If you are a consumer within the meaning of the Austrian Consumer Protection Act, the place of jurisdiction shall be your place of residence.