

API Agreement

This API agreement (the “**API Agreement**”) governs your use of 2senores OU’s (“**Carbon**”) API Carbon Fiber (the “**API**”) and your API Credentials. The API is technology that is provided by Carbon and allows you to buy and sell cryptographically secure tokens, pursuant to the Customer Agreement (as defined below). Carbon is a technology company that does not offer financial services except exchange fiat to crypto and e-wallet services

In order to receive your Carbon API user passkey upon successful sign-up for this API, you must read, agree and accept all of the terms and conditions contained in this API Agreement. In addition, (a) you must read, agree and accept all of the terms and conditions contained in, and (b) you must stipulate that any third party that accesses the API or through other means associated with an application or product that you provide (“**Users**” of the API) will read, agree and accept all of the terms and conditions contained in:

- [The Customer Agreement](#) (the “**Customer Agreement**”)
- [Privacy Policy](#)
- [CarbonUSD Agreement](#)

If there is any conflict or ambiguity between the terms of this API Agreement and the Customer Agreement or the Privacy Policy, unless specified otherwise the terms contained in the API Agreement shall have priority.

1. Account and Registration.

- A. Accepting the API Agreement. You may not use the API and may not accept this API Agreement if (A) you are not of legal age to form a binding contract, (B) you are a person barred from using or receiving the API under the applicable laws of the United States or other countries including the state or country in which you are resident or from which you use the API or (C) the contracts enabling you to use API has been suspended or terminated.
- B. Entity Level Acceptance. If you are using the API on behalf of an entity, you represent and warrant that you have authority to bind that entity to the API Agreement, the Customer Agreement, and the Privacy Policy and by accepting the API Agreement, you are doing so on behalf of that entity (and all references to "you" in this API Agreement, Customer Agreement and Privacy Policy refer to that entity). The use of the API by an authorized representative of an entity is subject to previous acceptance by Carbon, which has the right to reject the representative without explaining the reasons. You have to

provide Carbon with up-to-date list of all representatives authorized by the entity to use API on your behalf and ensure that only those people will be able to use the API on your behalf. Carbon may, in its sole discretion and in accordance with its internal policies, verify the identity of the representatives, for example, by requesting copies of their identity documents, as well as request power of attorney or other document authorizing the representatives to access Carbon services on behalf of the entity.

- C. Registration. In order to access the API you may be required to provide certain information (such as identification or contact details) as part of the registration process, or as part of your continued use of the API. Carbon may implement two-factor authentication to identify you. Any registration information you give must always be accurate and up to date and you shall inform Carbon. This requirement is separate from and in addition to verification information in accordance with the Customer Agreement.
- D. Permitted Access. You will only access (or attempt to access) the API by the means described in the Carbon API Documentation. You will not misrepresent or mask your identity when using the API. You will require your authorized representatives who may use API on your behalf to agree to and comply with (and not knowingly enable them to violate) applicable laws, regulations, the Customer Agreement the Privacy Policy and the terms of this API Agreement. You bear full responsibility for the acts of all persons who may use API or access API Credentials on your behalf.

2. Definitions. The following defined terms have the following meanings for the purpose of this API Agreement:

- A. The “**use**” of the API means: the use of the mark-up language described in the Carbon API Documentation to (A) access Carbon servers through the API, (B) send information to Carbon servers, and/or (C) receive information from Carbon in response to API calls, including, but not limited to, for the purpose of creating transactions and submitting instructions and other information.
- B. “**Communicate**” means that two software applications, directly or through any other software, can transfer data in one or both directions by any means, regardless of the mechanism or semantics of the communication and even if the communication mechanism is one traditionally considered a communication mechanism between two separate software applications (for example, pipes or sockets).
- C. A “**Carbon API Client**” means the system of (A) software that can access or Communicate with Carbon's servers using the API, and/or (B) software that can Communicate API data with the abovementioned software, directly or indirectly.
- D. “**Carbon API Documentation**” means all information and documentation Carbon provides specifying or concerning the API specifications and protocols and any Carbon-supplied implementations or methods of use of the API.

3. Policies. (a) Use of the API is subject to, acceptance of and your compliance with the applicable Customer Agreement. (b) Government regulators (if requested by government regulators), Carbon may inspect your Carbon API Client user interfaces and monitor and audit API activity, at any time, for the

purpose of ensuring quality and enforcing compliance with applicable laws, this API Agreement and the Customer Agreement. You will not try to interfere with such inspection, monitoring, or auditing, or otherwise obscure your API activity. Carbon may use any technical means necessary to overcome such interference. (c) If requested by Carbon, you shall send call logs to Carbon within two business days of such request.

4. Compliance with Law. Your use of the API is subject to your compliance with all applicable laws, regulations, and rules of any applicable governmental or regulatory authority, including, without limitation, all applicable tax, anti-money laundering (“AML”) and counter-terrorist financing (“CTF”) provisions. You, any person acting on your behalf, or any person you are responsible for, will not use the API or API Credentials in a manner that violates such laws, rules, and regulations, or in a manner that is deceptive, unethical, false, or misleading. If you are a service provider, Carbon may require you to provide a Legal Opinion that you can provide the service in your jurisdiction.

You unequivocally agree and understand that by registering for API Credentials, you will act in compliance with and be legally bound by this API Agreement and all applicable laws and regulations. For the avoidance of doubt, continued use of the API is conditional on your continued compliance at all times with this Agreement and all applicable laws and regulations.

5. Usage and Quotas. Carbon may, in its sole discretion, set a quota on your API usage based on, among other things, the total monthly transfer volume or the monthly total number of transfers, generated from the accounts under management by your API Credentials. You will not attempt to exceed automated use-quota restrictions.

6. Security of User Information. You are responsible for maintaining the confidentiality and security of any and all API Credentials. You agree to (i) notify Carbon immediately if you become aware of any unauthorized use of your API Credentials, or any other breach of security regarding this API Agreement. We strongly advise you to enable all relevant security features such as two-factor authentication, as available: this offers you greater protection from possible attackers attempting to log in to your API than password alone and in situations where your email and/or password is compromised by a third-party data breach. Carbon will not be liable for any loss or damage arising from your failure to protect your account information.

We shall not bear any liability for any damage or interruptions caused by any computer viruses, spyware, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack. We advise the regular use of a reliable virus and malware screening and prevention software. If you question the authenticity of a communication purporting to be from Carbon, you should contact us at support@carbon.money, not by clicking links contained in emails.

7. Risks. Carbon is a technology company, not a financial services company. On-chain transactions are not reversible. Carbon does not provide any refunds. Once you send fiat currency, you accept the risk that you may lose access to, and any claim on any tokens that they issue indefinitely or permanently. For example, (i) an address may have been entered incorrectly and the true owner of the address may never be discovered, (ii) you may not have (or subsequently lose) the private key associated with such address, (iii) an address may belong to an entity that will not return the fiat currency, (iv) an address belongs to an entity that may return the fiat currency but first requires action on your part, such as verification of your identity. For the avoidance of doubt, nothing in this API Agreement is intended to obligate Carbon to track, verify or determine the provenance of fiat currency balances or token ownership. Legislative and regulatory changes or actions at the US state, US federal, or international level may adversely affect the exchange of fiat currency, and the use, transfer, redemption and/or value of digital tokens.

8. Brand Features. Except where expressly stated, this API Agreement does not grant you any right, title, or interest in Carbon's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. You agree that Carbon may include your name and logo in its lists of current or former customers on its website and in promotional and marketing materials.

9. No Implied Rights. Other than as expressly granted herein, this API Agreement does not grant either party any intellectual property or other proprietary rights. You hereby release and covenant not to sue Carbon and its affiliates and any of its or their licensees, assigns, or successors, for any and all damages, liabilities, causes of action, judgments, and claims (a) pertaining to any intellectual property you develop that is based on, uses, or relates to the API; and (b) which otherwise may arise in connection with your use of, reliance on, or reference to the API. As between you and Carbon, Carbon and its applicable licensors retain all intellectual property rights (including without limitation all patent, trademark, copyright, and other proprietary rights) in and to the Carbon API Documentation, all Carbon websites, and all Carbon products and services and any derivative works created thereof. All license rights granted herein are not sublicenseable, transferable, or assignable unless otherwise stated herein.

10. Warranties. Carbon disclaims all warranties, express or implied, including without limitation for non-infringement, merchantability and fitness for any purpose. You understand that the API may experience operational issues that lead to delays, including delays in purchasing or redeeming tokens. You agree to accept the risk of transaction failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks. You agree not to hold Carbon accountable for any related losses.

11. Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT CARBON AND OUR AFFILIATES AND SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND REPRESENTATIVES WILL

NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF CARBON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE API; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE API; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE API. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE API OR WITH THIS API AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE API AND TERMINATE API CREDENTIALS.

12. Indemnification. For the purpose of this Section 12 the term “losses” means all net costs reasonably incurred by us or the other persons referred to in this Section that are the result of the matters set out in this Section and that may relate to any claims, demands, causes of action, debt, cost, expense or other liability, including reasonable legal fees (without duplication). If you have a dispute or other matters, including regulatory matters, with one or more Users of the API or third parties, you release Carbon (and its affiliates and service providers, and each of their officers, directors, agents, joint ventures, employees and representatives) and agree to fully indemnify Carbon from any and all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such dispute.

13. Going Live. Before you use the API, Carbon will evaluate whether to grant you permission to use the API. Carbon has full discretion whether to grant such permission and may establish conditions you have to comply with to receive and maintain the permission.

14. Injunctive Relief. You acknowledge that the limitations and restrictions in this API Agreement are necessary and reasonable to protect Carbon, and expressly agree that monetary damages may not be a sufficient remedy for breach of this API Agreement. In recognition thereof, you agree not to assert, with respect to an action or motion of Carbon for injunctive relief with respect to such breach, that monetary damages would be sufficient remedy for any such breach. You agree that Carbon will be entitled to seek temporary and permanent injunctive relief against any threatened violation of such limitations or restrictions or the continuation of any such violation in any court of competent jurisdiction, without the necessity of proving actual damages.

15. Fees. Notwithstanding fees and charges set forth in the Customer Agreement, there are no fees for you to access and use the API. There may be fees associated with the exchange of fiat currency into and out of cryptographically secure tokens.

16. Confidentiality. You must maintain Carbon's Confidential Information in confidence and must not disclose it to third parties or use it for any purpose other than as necessary and required to complete payment transactions. In the event that Confidential Information is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, you shall immediately notify Carbon and use reasonable efforts to obtain confidential treatment or a protection order of any disclosed Confidential Information. "**Confidential Information**" means all information that Carbon provides to you under this Agreement, including but not limited to the following: (i) information you receive through an API call, (ii) the API Credentials, and all access IDs and passwords, (iii) all information identified as confidential at the time of the disclosure, and (v) any other information that by its very nature you understand or would reasonably be expected to understand to be Carbon's confidential information.

17. License. Carbon grants you a non-transferable non-exclusive right while this API Agreement is in effect to use the API only on behalf and in the benefit of you subject to the terms of this API Agreement.

- A. You shall not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the API or the Documentation. You shall use API Credentials and API in accordance with API Agreement, Customer Agreement, instructions provided by Carbon and Carbon API Documentation, which may be modified by Carbon from time to time.
- B. You shall not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the API.
- C. You shall not access all or any part of the API in order to build a product or service not expressly contemplated by this API Agreement or the Customer Agreement.
- D. You shall not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the API, API Credentials or Carbon Documentation available to any third party. You shall maintain up-to-date list of persons who have access to the API Credentials.
- E. You shall use the same degree of care as you use with regard to the security of your own data and computer systems (but in no event less than a reasonable degree of care) to prevent any unauthorized access to, or use of, the API, API Credentials, and, in the event of any such unauthorized access or use, promptly notify Carbon.
- F. While accessing the API, you will follow all data protection rules set forth in the Customer Agreement and comply with all applicable data protection laws.

- G. You shall not allow unauthorised third parties, including, but not limited to entities or persons with whom Carbon does not have direct client relationship, to use the API or benefit from the use of the API.
- H. You are only allowed to use the endpoints and API requests that are specifically referred to in the API Documentation and tutorials.

18. Modification. Carbon may modify any of the terms and conditions contained in this API Agreement, at any time and in its sole discretion, by emailing the email address of your Carbon account or API Credentials account, otherwise notifying you or making the new version of the Carbon API Agreement available to you online. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS API AGREEMENT INFORMING CARBON BY EMAIL AND DISCONTINUING THE USE OF THE API. YOUR CONTINUED USE OF THE API, CONTINUED POSSESSION OF A COPY OF THE CARBON API DOCUMENTATION, OR CONTINUED DEVELOPMENT OF A CARBON API CLIENT FOLLOWING A NOTIFICATION OF A CHANGE AS DESCRIBED ABOVE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

19. Termination. Carbon may suspend or terminate your access to the API, or change any of the Carbon API Documentation, protocols, or methods of access for any or no reason and will bear no liability for such decisions. It is solely your responsibility at all times to back-up your data and to be prepared to manage your accounts and conduct your business without access to the API. Carbon reserves the right to terminate this API Agreement or discontinue the API or any portion or feature thereof for any or no reason and at any time without liability to you. Upon termination (or suspension) of the Customer Agreement entered into between the parties, this API Agreement will be automatically terminated (or suspended) without an additional notice. Upon any termination or notice of any discontinuance, you must immediately stop and thereafter desist from using the API developing Carbon API Clients and delete all Carbon API Documentation in your possession or control (including without limitation from your Carbon API Client and your servers). Terms of this API Agreement which by their nature are intended to survive termination will survive termination of this API Agreement.

20. Arbitration.

Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought, in an individual capacity only, and not on a class-wide or representative basis, in the courts specified in Section 19 without the posting of a bond), any dispute between you and Carbon related in any way to, or arising in any way from, our USDC Services or this Agreement (“Dispute”) shall be finally settled on an individual, non-representative basis in binding arbitration in accordance with the American Arbitration Association (“AAA”) rules for arbitration of consumer-related disputes (available from AAA on its website at www.adr.org), as modified by this Agreement, or in accordance with rules on which we may mutually agree; provided, however, that to the extent a Dispute is within the scope of a

small claims court's jurisdiction, either you or Carbon may commence an action in small claims court, in the county of your most recent physical address, to resolve the Dispute.

Any arbitration will be conducted by a single, neutral arbitrator and shall take place in the county of your most recent physical address. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees when authorized by law. The arbitral decision may be enforced in any court of competent jurisdiction. An arbitral decision is subject to very limited review by a court. This Agreement evidences a transaction involving interstate commerce, and therefore, the Federal Arbitration Act ("FAA") applies to this Agreement, including the agreement to arbitrate set forth in this Section 19. Carbon and you each agree that the FAA, and not state law, shall govern whether a Dispute is subject to arbitration.

21. Miscellaneous.

- A. Failure to exercise, or any delay in exercising, any right or remedy provided under this API Agreement or by law shall not constitute a waiver of that or any other right or remedy by either party to this API Agreement nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- B. Except as otherwise provided in this API Agreement, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under this API Agreement without the consent of the other party (which shall not be unreasonably withheld). Carbon may assign this API Agreement to an affiliate. Any assignment in violation of the foregoing will be null and void.
- C. Nothing in this API Agreement is intended to, or shall be deemed to establish any partnership or joint venture between the parties, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.
- D. Force Majeure. Neither party shall be in breach of this API Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this API Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. If either party is prevented from meeting its obligations due to circumstances of force majeure, it shall notify the other party accordingly and the other party shall, if possible, grant a reasonable extension for the performance. If the period of delay or non-performance continues for four (4) weeks, you may terminate this API Agreement by giving written notice to the affected party.
- E. No Agency. Nothing in this API Agreement is intended to or shall operate to authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- F. Attorneys' Fees. In any action or suit to enforce or to interpret this API Agreement, the prevailing party is entitled to recover its reasonable legal costs.
- G. Severability. If any provision of this API Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the

unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

- H. Cumulative Rights, Construction, Waivers. The rights and remedies of the parties under this API Agreement are cumulative, and either party may enforce any of its rights or remedies under this API Agreement, along with all other rights and remedies available to it at Law. No provision of this Agreement will be construed against any party on the basis of that party being the drafter. Unless stated otherwise, the word “including” means “including, without limitation.”
- I. Entire Agreement. This API Agreement constitutes the entire agreement and understanding of the parties with respect to the API and supersedes any prior or contemporaneous understandings.