

# DEVELOPER AGREEMENT

LAST UPDATED: MARCH 27<sup>TH</sup> 2019

## 1. Introduction

The present terms rule the entire process of development and usage of Capitular website, hereinafter referred to as “PLATFORM”, including features and services provided by the PLATFORM through the website, subdomains, mobile application, code libraries and SDKs, any plugin or executable files.

We may change this document at any time, with or without prior notice. Developers are required to read and attend to the present terms. The continued usage of the PLATFORM by developers is only possible if the developer follows the most updated version of the present terms, which can be requested by sending an email to <legal@capitular.net>.

## 2. Testnet Version

Developers are invited to use the PLATFORM’s Testnet version, which is available at <<https://testnet.capitular.com>> (API at <https://apitestnet.capitular.com>). This version makes use of the testnet version of each supported currency, which avoids losses for dealing with real values.

## 3. Rights Tied to the Developers

The PLATFORM grants you a limited, revocable, non-transferrable and non-sublicensable license which permits the usage of our main backend through the available APIs, from any supported device or environment.

The PLATFORM permits developers to use and display our branding name or logo, to attribute their functionality or part of their functionality to Capitular services, as long as the developer requests such usage and is holder of an explicit permission issued by Capitular Ltd.

## 4. Rights Tied to the Platform

The developer grants us all rights to incorporate or display information in the PLATFORM or in marketing materials, as well as using your branding name, logo, screenshots and branding colors.

## 6. Developer Responsibilities

As a developer, you agree that:

- You have a confirmed Capitular account;
- You have accepted and follow the most up-to-date versions of Capitular User Agreement (Terms of Use) and Privacy Policy;
- You will maintain Terms of Use and Privacy Policy that does not conflict with ours;
- You hold all required licenses for offering the service your application offers;
- You will provide users with a working customer support;
- You will provide, when requested by Capitular Ltd or law enforcement agencies, with any user information related to the provided service;
- You will not guide users to leave the PLATFORM or moving to competitors' services;
- You will only perform actions on the behalf of the user after getting the user's explicit permission to do so;
- You will make it clear to the user all fees and rates imposed by the usage of your application;
- You will not defraud, offer misleading information or confuse users or potential users;
- You will not develop malware, spyware, keylogger, Trojan horse, ransomware or any other kind of malicious software;
- You will observe and attend to local and international legislation, according to where your service is available;
- You will attend to tax regulations on your jurisdiction and the user's jurisdiction;
- You will provide users with information regarding how you use collected personal data and why you collect such data;
- You will only request data that is needed to perform the tasks that the user is aware that will be performed;
- You will store safely any user information obtained by user's provision or Capitular servers;
- You will not transfer, sell, rent or disclose any information obtained from Capitular servers or users;
- You will delete any member's data if requested by the member, and observe law requirements to retain such data;
- You will store safely user's access tokens, avoiding unauthorized access;
- You will not store user's credentials outside of the user's device;

- You will not infringe anyone's copyrights;
- You will not spam or send any unsolicited email or SMS;
- You will defend Capitular Group's companies from any claim, damage, loss, expense or dispute resulted from the use of your application;
- You will not run into or offer your services of users running any of the prohibited uses and businesses, available at <https://go.capitular.com/pb>;
- You will provide us with copies of any third-party's request for information about Capitular Ltd or the PLATFORM, including, but not limited to law enforcement agencies' requests, unless prohibited by law;
- You will help to prevent fraudulent or involvement with illegal activities;
- You will respect our API limits.

## 7. Platform Responsibilities

In order to keep the good functionality of the PLATFORM, Capitular will:

- Audit applications in order to verify whether the PLATFORM's terms of use, privacy policy and developers' agreement is being practiced;
- Limit or rate the API calls, in order to avoid unavailability;
- Take down one or all API servers, limiting access to the service or part of the service, in case of maintenance, emergency or *force majeure*;
- Terminate any session key for any reason, including, but not limited to security measures, idle or routine procedures;
- Change, discontinue or increment the API or part of the API, when possible, with prior notification, and always without any liability to compensation or reimbursement for any kind of loss due to the exercise of this right;
- Request additional information from developers about their applications;
- Undo any action taken by the application, in case of suspicion of involvement with illegal activities or with any of the Prohibited Uses and Business;

## 8. No Warranties

Capitular API is provided on an "as is" basis, without any warranty, and is subject to the liability limitations applicable to the PLATFORM as stated on the User Agreement.

## 9. Source of Information



The official source of information regarding Capitular API usage is the API Documentation, available at <https://dev.capitular.com>. You shall not reverse engineer, intercept, patch or modify any part of the PLATFORM, in any of the forms in the *caput* of the present document.

## 10. Contact Information

You should email any general inquiries regarding the API usage to the email address [developers@capitular.net](mailto:developers@capitular.net).