# **TERMS OF SERVICE**

Charli3 Cardano Token Data API Effective Date: June 23, 2025

#### 1. Parties and Acceptance

These Terms of Service (this "Agreement") are entered into by and between DataLedger Global Solutions Inc., a British Columbia corporation and wholly owned subsidiary of C3 Oracle International Ltd., dba Charli3 Oracles ("DataLedger," "Charli3," "we," "our," or "us"), and the individual or entity that creates an account or otherwise accesses or uses the Charli3 Cardano Token Data API ("you" or "Customer"). By registering for an account, generating API keys, or accessing the Service on or after the Effective Date, you acknowledge that you have read, understood, and agree to be legally bound by this Agreement.

#### 2. Service Description

The **Charli3 Cardano Token Data API** (the "**Service**") delivers processed token-price data derived directly from Cardano-blockchain transactions occurring across multiple decentralized exchanges and associated liquidity pools. Raw on-chain data are extracted using **Charli3 Dendrite**, an open-source tool, and are refined through proprietary data cleaning and data aggregation techniques developed jointly by **Charli3.io** and **Steelswap.io** to produce a consolidated global price for each supported token. **The Service is not a decentralized oracle network and is distinct from the oracle price-feed products offered by Charli3 Oracles.** 

### 3. Eligibility and Compliance

You represent and warrant that (a) you are at least eighteen (18) years of age and have full legal capacity to enter into this Agreement, and (b) you are not located in, established in, or ordinarily resident in any jurisdiction that is subject to trade sanctions or embargoes imposed by Canada, the United States, the United Kingdom, the European Union, or any other applicable authority. You shall use the Service only in compliance with all applicable laws and regulations.

# 4. Account Registration

To access the Service, you must create an account using a valid e-mail address, single-sign-on credential, or other method we permit. You shall provide accurate, current, and complete information and maintain it promptly. You are solely responsible for safeguarding your credentials and for all activities that occur under your account. You must notify us promptly of any unauthorized use of your account or API keys.

### 5. Licence Grant and Permitted Use

Subject to your compliance with this Agreement and payment of all applicable fees, Charli3 grants you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the Service solely for your internal business or personal purposes, within the usage limits of your subscription plan. Any resale, redistribution, white-labelling, sublicensing, or other commercial exploitation of the data is prohibited unless you first enter into a separate written enterprise agreement with Charli3.

# 6. Data Accuracy and Customer Responsibilities

While Charli3 endeavours to provide timely and accurate data, blockchain information is inherently volatile and subject to delays, forks, and anomalies beyond our control. Accordingly, the data are provided "**as is**," without warranty of accuracy or completeness. You are solely responsible for determining whether the data are suitable for your purposes and for implementing appropriate safeguards—such as redundant data feeds, caching strategies, and manual verification—especially where accuracy or uptime is mission-critical. Customers requiring externally validated price feeds should integrate Charli3's decentralized oracle network.

# 7. Fees, Taxes, and Refunds

#### 7.1 Payment Processing

All fees are processed securely by **Stripe**. Charli3 does not store or have access to your payment card details.

#### 7.2 Taxes

Fees are exclusive of applicable taxes, which will be calculated and remitted in accordance with the laws of the Province of British Columbia and any other jurisdiction that may apply.

#### 7.3 Refund Policy

Refunds are not guaranteed and will be considered **solely at Charli3's discretion on a case-by-case basis**. You are responsible for evaluating the Service and its documentation before purchase. To request a refund, you must e-mail **sales@charli3.io** within thirty (30) days of the disputed charge; a Charli3 representative will review your request.

### 8. Privacy and Marketing Communications

Charli3 collects only the information necessary to operate the Service, provide support, and comply with legal obligations. We may send you product updates or marketing communications, and you may opt out at any time. Our practices are described in the **Charli3 Privacy Policy**, which is incorporated by reference.

# 9. Support

Standard support is provided via e-mail or ticket with a target response time of twenty-four (24) hours, excluding weekends and statutory holidays. Community support is available on Charli3's public Discord server on a best-effort basis.

### **10. Availability and Service Credits**

Charli3 targets ninety-nine-point-five percent (99.5%) availability of the Service in each calendar month, excluding scheduled maintenance and Force Majeure Events. If availability falls below that level, you may request a service credit in accordance with the Service Level Agreement, which is incorporated herein. Service credits constitute your sole remedy for downtime.

# **11. Intellectual Property**

Charli3 and its licensors retain all right, title, and interest in and to the Service, the underlying software, documentation, and data, and all related trademarks and logos. No rights are granted except as expressly provided in this Agreement.

### 12. Term and Termination

This Agreement commences on the Effective Date and remains in effect until terminated. Either party may terminate at any time for convenience upon written notice. Charli3 may suspend or terminate your access immediately if you breach this Agreement, to comply with law, or to mitigate a security or operational risk. Upon termination, your licences shall cease and you shall discontinue all use of the Service and delete any stored data unless retention is required by law.

### 13. Disclaimers

THE SERVICE AND ALL DATA ARE PROVIDED **"AS IS"** AND **"AS AVAILABLE."** CHARLI3 DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. CHARLI3 DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

### 14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER CHARLI3 NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY. IN NO EVENT SHALL CHARLI3'S AGGREGATE LIABILITY EXCEED THE FEES PAID BY YOU TO CHARLI3 IN THE THIRTY (30) DAYS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

### **15. Indemnification**

You shall indemnify, defend, and hold harmless Charli3, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, damages, liabilities, and expenses (including reasonable legal fees) arising out of or relating to (a) your use of or reliance on the Service, (b) your breach of this Agreement, or (c) your violation of applicable law or third-party rights.

### 16. Force Majeure

Charli3 shall not be liable for any delay or failure to perform its obligations due to events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labour disputes, Internet outages, or other Force Majeure Events.

#### 17. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflicts-of-law principles. Any dispute that cannot be resolved amicably shall be finally settled by binding arbitration conducted in Vancouver, British Columbia, in English, under the Arbitration Act (SBC 2020).

### 18. Modifications

Charli3 may amend this Agreement from time to time. We will provide at least thirty (30) days' notice by e-mail or by posting the revised terms on our website. Your continued use of the Service after the effective date of any amendment constitutes acceptance of the revised Agreement.

### **19. Entire Agreement and Severability**

This Agreement, together with the Service Level Agreement, Privacy Policy, and any enterprise agreement(s) executed in writing, constitutes the entire agreement between the parties regarding the Service and supersedes all prior or contemporaneous understandings. If any provision of this Agreement is held unenforceable, the remaining provisions will remain in full force and effect.

# **20. Contact Information**

All notices and correspondence should be directed to:

#### DataLedger Global Solutions Inc.

Suite 250, 997 Seymour Street Vancouver, British Columbia, V6B 3M1 Canada E-mail: **support@charli3.io**