DIAMOND PAWS INC (STARKSCAN) API TERMS OF SERVICE

The use of our API services is subject to the following terms and conditions.

Please read these terms and conditions carefully.

1.   Introduction

The following sets out the terms of use (the "**Terms**") for our API calling services, associated software, and any information or content appearing therein (our "**API Services**") provided by Diamond Paws Inc. ("**Diamond Paws**", "**Company**", "**we**", "**our**" or "**us**"). These Terms and any terms expressly incorporated herein constitute a legally binding agreement between you and the Company regarding your access and use of all API Services.

These Terms do not alter in any way the terms and conditions of any other agreement you may have with the Company unless otherwise agreed to in writing by the Company. If you breach any of these Terms, your authorization to use the API Services automatically terminates and you must discontinue all use of the API Services.

By accessing or using our API Services in any manner, you acknowledge that you have read these Terms all terms and conditions contained herein. Before continuing to use the API Services, please read these Terms and contact us if you have any questions.

2.   Grant of License

Diamond Paws hereby grants to you a limited, non-exclusive, non-assignable, non-transferable and irrevocable license to use the API Services to develop, test or support any software application, website, service or product for software integration with your applications. You shall be entitled to One (1) App License which is the license established upon acquisition of the applicable subscription model and payment of the applicable license fees. The license will be delivered within 72 hours via e-mail.

You acknowledge and agree that the form and nature of the API Services may change from time to time without prior notice to you. You acknowledge and agree that we may stop (permanently or temporarily) providing the API Services (or any of our services) to you or to users generally, in our sole discretion, without prior notice to you. You may stop using the Site at any time. You do not need to inform us when you stop using the API Services or any of its features.

Any breach of these Terms shall result in an immediate suspension, obstruction, restriction or termination of your access to your App License without any notice or liability to you and without prejudice to any other remedies available to Diamond Paws at law.

3.   Payment Terms

You agree that we may charge to your credit card or any other payment mechanism selected by you and approved by us for all amounts due and payable for the API Services, including and service fees, set up fees, subscription fees, or any other applicable fees, tax, or charge associated with your account.

You accept all responsibility for any bank transfer charges, currency conversion losses and administrative fees associated with the making of payment for the use of the API Services. You shall further accept any responsibilities relating to taxes, including but not limited to, service tax, withholding tax, goods and services tax, value added tax and any other associated levies.

We may change our subscription prices at any time and in our discretion, including API Services that were previously offered free of charge; provided, however, that we will provide you with prior notice and an opportunity to terminate your account if we change the price of a API Service to which you are subscribed and will not charge you for a previously free API Service unless you have been notified of the applicable fees and agree to pay such fees including by your conduct of using the API Services.

You may cancel your subscription at any time. However, if you cancel:

(a)   payments already made are non-refundable and we do not provide refunds or credits for any API Services already paid for; and

(b)   you will not be billed for any additional / renewal subscription term, and API Services will continue until the end of the current subscription term or billing cycle whether or not you choose to utilize the API Services.

If you do not wish for the subscription term to continue and be charged for the service, you must cancel the subscription before the next billing date to avoid being charged for the next subscription period. **All payments made are final and strictly non-refundable**.

Diamond Paws shall not be held liable for any damages, losses, or expenses arising from your negligence if you fail to cancel your subscription. It is your responsibility to manage your subscription and cancel it before the renewal date. By agreeing to these terms and conditions, you acknowledge that Diamond Paws has no responsibility for any such negligence and waives any claims against Diamond Paws related thereto.

Where applicable, the billing portal may provide an auto-billing date where information such as a renewal subscription term that will begin automatically after the initial subscription term or another renewal term will be reflected in your account unless you cancel or terminate prior to the commencement of new term.

We reserve the right to suspend or cancel your use of the API Services if we reasonably believe that the transaction may be fraudulent, illegal or involves any criminal or immoral activity. The suspension shall be for a period as we at our discretion determine necessary to investigate the matter and shall be lifted if we are satisfied that you are not involved in any fraudulent, illegal or criminal activity. In such an event, you shall not be entitled to any pro-rata refund or hold us liable for any withholding of, delay in, suspension, forfeiture or cancellation of, any payments. However, we may grant extension of time on the contractual term accounting for the suspended periods, assessed on a case-by-case basis.

If you have purchased API Services from Diamond Paws for a specific term, such termination will only be effective on the last day of the then-current term and you will continue to have access to the paid API Services throughout until the end of your billing period.

In the event that if you require additional services (such as a dedicated server, maintenance and support services or others) beyond the scope of the standard API Services, additional charges and terms may apply.

4. Prohibited Activities

Your use of the API Services is subject to all applicable local, provincial, state and federal laws and regulations. You may not:

- Copy, modify or recreate our data, information, text, audio, video or images, software (including machine images) or other documentation and resources that are retrieved or made available through our API content or any related content ("**API Content**");
- Use our API Content or any other content to create any software service which directly competes with any of our services;
- Use our API Content for commercial purposes without our express prior written consent;
- Reverse engineer or decompiling any aspect of the API Content or related software;
- Use the API Services in a manner that is malicious, harmful or detrimental to us or any third party;
- Engage in the reproduction of any content posted (such as public labels or name tags) or extracted from our API Services, CSV exports or our website or any of our affiliate websites without our prior consent or authorization
- Send automated requests to the API in a manner that exceeds reasonable usage;
- Misrepresent your identity or the nature of your usage of the API Content;
- Use the API Services in connection with any illegal activities, such as hacking, phishing or spamming;
- Engage in any data mining, data scraping leading to interference with our website or affiliated websites;
- Attempt to bypass any implemented security measures;
- Use of any robot, spider, crawler, scraper or other automated means or interface not provided by us to access or attack our API Services or affiliated API Services.
- Introduce to the API Services any virus, trojan worms, logic bombs or other harmful material;

- Develop any third-party applications that interact with our API Services without our prior written consent;

- Encourage or induce any third party to engage in any of the activities prohibited under this Section.

5. Privacy and Personal Information

We may use your email address to verify your identity, protect against fraud, and contact you. In addition, we may use it to send you updates about your user account, new products and services, and website. Your personal information will not be released to any third party. The list of persons who use API Services will not be bought, sold, loaned, re-appropriated, re-used, given or provided outside of the Company for any reason. Any information you may receive from a third party via the API Services or from our website will be facilitated and sent through the Company not through the third party.

Personal information submitted by users to Us may be employed for the purposes of maintaining the integrity of the API Services and API Content, contacting our users when necessary, and improving the quality of API Services. Company servers also collect information specific to how you use the Internet. Company servers note details such as the server you are logged onto and your IP address. This information is obtained solely for the purpose of improving and maintaining the API Services. The Company may ask you for more personal information from time to time in a survey format. This information is specifically used to ensure that the API Services are up-to-date and relevant, and that the products and services provided to you in advertising format are relevant and of interest to you. Any information used as demographics will not reveal the source, and will be kept secure. This further information provided by you is on an optional basis.

The Company will employ a data measurement service for tracking the performance of an ad on behalf of the advertiser. The information collected will not contain personal elements, and will only be shared with that particular advertiser.

The Company reserves the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our website(s); or to protect our company and our members. While we make every effort to ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent third-party "hackers" from illegally obtaining this information.

No e-mail address found on the website may be harvested or otherwise used for purposes of solicitation.

For more information about our treatment and protection of personal information, please read our privacy policy at https://starkscan.co/privacy. This policy explains how the Company treats your personal information, and protects your privacy, when you use the website and API Services.

Questions or requests with respect to your personal information may be sent via email to starkscanco [at] gmail [dot] com.

6. Intellectual Property Rights

You are permitted to view, print, download, cache and make copies of our API Content derived from the API Services strictly for personal use only but not for commercial use without our express prior written consent. You may not allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website), or otherwise use, any API Contents without the express prior written consent of the Company or its owner if the Company is not the owner. You may not assign or transfer any of the Contents and you may not grant a license to use or access the Site to any party.

All rights, title and interest in and to any API Content produced by us is the exclusive property of the Company and its successors, assigns, licensors, and/or suppliers. You shall be provided only with a limited license to use our API Content in accordance with these terms and no other rights, title, interest, ownership or property of any kind shall be passed to you by virtue of your use of the API Content. For the avoidance of doubt, if in the event any inventions are created by you that incorporates our API Content, this shall not transfer any ownership rights, title or interest of the API Content to you despite you being a legal owner of such invention.

"Diamond Paws" and all related logos, trademarks, service marks, and trade names are the sole property of Diamond Paws. The absence of a name, logo or other mark herein does not constitute a waiver of any and all intellectual property rights that Diamond Paws has established. Other trademarks, names or logos used on our API Services are the property of their respective owners. You are not authorized to use any of the foregoing and acknowledge that Diamond Paws and/or its providers shall own the copyright in and to all API Content and have reserved all rights in and to such API Content. You are advised to promptly notify Diamond Paws at starkscanco [at] gmail [dot] com if you know or suspect any of Diamond Paws intellectual property rights have been violated or infringed.

7. Intellectual Property Infringement

If you are an owner of intellectual property (or the owner's authorized agent) and believe that any of the API Contents or API Services infringe your intellectual property, please notify us using the following procedure:

Please send a written notice of intellectual property infringement to: starkscanco [at] gmail [dot] com

In your written notice, please provide the following information:

- Identification of the intellectual property claimed to have been infringed;

- Identification of the Contents that you claim are infringing your intellectual property;

- Information sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;

- A statement that you believe that use of the Contents in the manner complained of is not authorized by the owner, its agent, or the law; and

- A statement that the information in the notification is accurate, and under penalty of perjury, that you are the owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

8. No Warranty

You expressly understand and agree that your use of the API Services is at your sole risk and that the API Services and the API Content are provided "as is" and "as available." Any API Content obtained from our API Services are strictly for personal and informational purposes only.

In particular, the company and its licensors do not represent or warrant to you that:

(a) Your use of the API Services will meet your requirements,

(b) Your use of the API Services will be uninterrupted, timely, secure or free from error,

(c) Any information obtained by you as a result of your use of the API Services and API Content will be accurate or reliable, and

(d) That defects in the operation or functionality of any software provided to you as part of the API Services will be corrected.

Any material downloaded or otherwise obtained through the use of the API Services and API Content is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

No advice or information, whether oral or written, obtained by you from the company or through or from the API Services shall create any warranty not expressly stated in these Terms.

The Company further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement

9. Limitation of Liability

To the maximum extent by applicable law, Diamond Paws shall not be liable to you for:

(a) Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability including, but not

limited to, any loss of profit, loss of goodwill or business reputation, loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss; and

(b) Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:

(i) Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the site;

(ii) Any changes which we may make to the API Services, or for any permanent or temporary cessation in the provision of the API Services;

(iii) The deletion of, corruption of, or failure to store, any user content and other communications data maintained or transmitted by or through your use of the API Services and API Content;

(iv) Your failure to provide the company with accurate account information; and

(v) Your failure to keep your password or account details secure and confidential.

The limitations on the Company's liability to you in this section shall apply whether or not the Company has been advised of or should have been aware of the possibility of any such losses arising.

10.   Non-Competition

By accessing and utilizing our API Content, you agree not to develop, create or offer any software services that directly compete with any software services provided by us, for example, but not limited to our explorer services. This non-competition clause shall remain applicable during the duration of your access and usage of our API services and shall remain in effect after the cancellation of your subscription to our API services, regardless of the reason for termination. Furthermore, you expressly agree that you will not, directly or indirectly, create develop, offer, market, sell license, distribute or support any software services that provide substantially similar functionality, features or capabilities as those offered by us.

11.   Indemnification

You agree to indemnify, defend, and hold harmless the Company and its successors and assigns, and any of their respective officers, directors, employees, members, agents, representatives, licensors, advertisers, and suppliers from any liability, loss, claim, and expense (including reasonable legal fees) related to (a) your violation of these Terms, and (b) your use of the API Services and API Content.

We reserve the right to assume, at our sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement, or compromise, and you agree to fully cooperate with us in the defense of any such claim, action, settlement or compromise negotiations, as we may request.

12.   Enforcement

We reserve the right to available remedies in law and equity for the violation for any of these Terms and may suspend, terminate or block your access to the API Services for violations or suspected violations at our discretion and without notice to you. Any violation of these Terms shall be regarded a breach of this agreement.

We reserve the right to investigate any suspected violation of these Terms or any misuse of the API Services. In addition, we further reserve the right to report any activity, data or persons to, and otherwise cooperate with:

(a) law enforcement authorities;

(b) financial regulators, including securities regulators;

(c) system administrators at Internet Service Providers (ISP), networks or computing facilities; and

(d) providers and/or third-party vendors if we suspect that you have violated these Terms or any law, rule or regulation.

You acknowledge that such reporting or cooperation may include, without limitation, providing information relating to you and/or your use of the API Services, including without limitation, your email address, IP addresses or other identifying information.

Further, we may at our discretion disclose any information regarded as necessary to comply with applicable law, regulation, subpoenas from a court of competent jurisdiction, governmental or other legal process or regulatory request.

13. Anti Money Laundering

You are prohibited from using our API Services for any illegal activities or purposes, including but not limited to money laundering, corruption, or any actions that facilitate or promote such activities.

By using our API Services, you agree to comply with all applicable laws and regulations related to anti-money laundering and anti-corruption and any guidelines, regulations or directives issued by relevant authorities. You further agree to cooperate fully with any investigations or inquiries conducted by the relevant authorities, which may include but not limited to providing requested information, records or any other assistance required for the investigation.

Where necessary, we reserve the right to terminate or suspend your access to our API Services if you are found to be engaged in money laundering or corrupt activities or if fail to comply with the obligations outlined above.

14. General

These Terms, together with any Additional Terms, the Privacy Statement and the Terms of Use constitute the entire agreement between you and the Company relating to your use and our provision of the API Services.

You agree that the Company may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on the website.

You agree that if the Company does not exercise or enforce any legal right or remedy which is contained in these Terms (or which the Company has the benefit of under any applicable law), this will not be taken to be a formal waiver of the Company 's rights and that those rights or remedies will still be available to the Company.

If any provision of these Terms is held to be illegal, invalid or unenforceable, this will not affect any other provision of these Terms and the agreement between you and us will be deemed amended to the extent necessary to make it legal, valid, and enforceable.

The laws of the Province of Ontario and the federal laws applicable therein shall govern these Terms in all respects, without giving effect to conflicts of laws principles

15. Consequences of Termination/Suspension

Upon termination or suspension, you:

(a) shall no longer be able to log in to your account and all licenses granted hereunder shall terminate immediately;

(b) are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party; and

(c) shall immediately cease all use of the API Services In addition to terminating or suspending your account, we reserve the right to take appropriate legal action (where relevant), including without limitation pursuing civil, criminal, and injunctive redress. Termination shall not relieve you of any obligations or liabilities accrued prior to the effective date of termination.

16. Obtaining the Company's Consent

To request the consent of the Company for any of the actions for which such consent is required under these Terms of Use, please send an e-mail to starkscanco [at] gmail [dot] com. The Company reserves the right to refuse any such requests in its sole discretion.

17.   Contact Us

The Terms outlined herein are subject to change at our discretion to align with evolving industry standards or best practices.

In order to resolve a complaint or to receive further information regarding the API Services, or for questions or problems relating to these Terms, please contact us at starkscanco [at] gmail [dot] com.