

# Terms & Conditions (23/07/31)

Terms and Conditions | Aark Digital

Last modified: July 31st, 2023

These Terms and Conditions set forth the terms and conditions by which you may access and use the products provided by Aark Digital (referred to herein as "we", "our", or "us").

These Terms and Conditions and any other documents incorporated herein by reference (collectively, these "Terms") to you or the company or other legal entity you represent ("you" or "your") explains the terms and conditions by which you may access Aark.digital ("the Site") and app.Aark.digital ("the Interface"). Please do not use the Site or Interface if you disagree with any of these Terms.

## 1. USE OF THE SITE AND THE INTERFACE

The Site is for informational purposes only.

We do not have possession, custody, or control over any crypto assets appearing on the Interface; and we do not have possession, custody, or control over any user's funds. Further, we do not store, send, or receive any crypto assets. You understand that when you interact with any smart contracts, you always retain control over your crypto assets. We do not have access to your private keys.

1.1. As a condition to accessing or using the Site or Interface, you represent and warrant to Aark Digital the following:

1.1.1. If you are an individual person, then you are of legal age in the jurisdiction in which you reside, and you have the legal capacity to enter into these Terms and be bound by them;

1.1.2. If you are an entity, then you must have the legal authority to accept these Terms on that entity's behalf, in which case "you" (except as used in this paragraph) will mean that entity;

1.1.3. You are not a resident, national, or agent of any country to which the United States, the United Kingdom, or the European Union embargoes goods or imposes similar sanctions (collectively, "Restricted Territories");

1.1.4. You are not subject to economic or trade sanctions administered or enforced by any governmental authority; or otherwise, you are not a member of any sanctions

list or equivalent maintained by the United States government, the United Kingdom government, the European Union, or the United Nations, including without limitation the U.S. Office of Foreign Asset Control ("OFAC") Specifically Designated Nationals and Blocked Person List (collectively, "Sanctions Lists Persons");

1.1.5. You do intend to transact with any Restricted Person or Sanctions List Person;

1.1.6. You do not, and will not, use VPN software or any other privacy or anonymization tools or techniques, or other means, to circumvent, or attempt to circumvent, any restrictions that apply; and

1.1.7. Your access is not prohibited by and does not otherwise violate or assist you in violating any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, letter, or another directive, requirement, guidance, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event, or other matter, including any rule, letter, order, judgment, directive or other requirements, guidance, or guideline issued by any domestic or foreign federal, provincial, or state, municipal, local, or other governmental, regulatory, judicial or administrative authority having jurisdiction over Aark Digital or you as otherwise duly enacted, enforceable by law, the common law, or equity (collectively, "Applicable Laws"); or contribute to or facilitate any illegal activity.

1.2. As a condition to accessing or using the Site or the Interface, you acknowledge, understand, and agree to the following:

1.2.1. From time to time, the Site or the Interface may be inaccessible or inoperable for any reason, including, but not limited to: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that Aark Digital or any of its suppliers or contractors may undertake from time to time; (c) causes beyond Aark Digital's control or that Aark Digital could not reasonably foresee; (d) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (e) unavailability of third-party service providers or external partners for any reason;

1.2.2. We reserve the right to disable or modify access to the Site at any time in the event of any breach of these Terms, including, without limitation, if we reasonably believe any of your representations and warranties may be untrue or inaccurate, and we will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Site or the Interface being inaccessible to you at any time or for any reason;

1.2.3. The Interface may evolve, which means third parties may apply changes, replace, or discontinue (temporarily or permanently) the access at any time in their

sole discretion;

1.2.4. The pricing information provided on the Site or the Interface does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with Aark Digital;

1.2.5. Aark Digital does not act as a broker or advisor for you;

1.2.6. You are solely responsible for your use of the Site or the Interface, including all of your transfers of digital assets;

1.2.7. To the fullest not prohibited by Applicable Law, we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, you hereby irrevocably disclaim, waive, and eliminate those duties and liabilities;

1.2.8. You are solely responsible for reporting and paying any taxes applicable to your use of the Interface; and

1.2.9. We have no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any digital assets that you may transfer to or from a third party, and we are not responsible for ensuring that an entity with whom you transact completes the transaction or is authorized to do so. If you experience a problem with any transactions in digital assets using the Site or the Interface, you bear the entire risk.

## 2. FEES

You are required to pay all fees for transactions involving certain blockchain networks. These fees may include gas costs and all other fees reflected on the Interface at your use, including trading-related fees. Aark Digital does not receive fees for any blockchain transactions or using the Site or the Interface.

## 3. NO PROFESSIONAL ADVICE OR FIDUCIARY DUTIES

Nothing herein constitutes legal, financial, business, or tax advice, and you are strongly advised to consult an advisor(s) before engaging in any activity in connection herewith. All information provided by the Site is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained on the Site or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord content, news feeds, tutorials, tweets, and videos. The Terms do not establish or impose any fiduciary obligations on our part.

#### 4. PROPRIETARY RIGHT

4.1. Aark Digital owns all rights, names, logos, and other marks used on the Site and the Interface, including, without limitation, any copyrights in and to any content, code, data, or other materials that you may access or use on or through the Site or the Interface.

4.2. Aark Digital may use and share your comments, bug reports, ideas, or other feedback that you may provide, including suggestions about how we might improve. You agree that Aark Digital is free to use or not use any feedback we receive from you as we see fit, including copying and sharing such feedback with third parties, without any obligation to you.

#### 5. MODIFICATION, SUSPENSION, AND TERMINATION

5.1. Aark Digital reserves the right, at our sole discretion, from time to time and with or without prior notice to you, to modify, suspend or disable (temporarily or permanently) the Site or our subdomain to the Interface, in whole or in part, for any reason whatsoever, including, without limitation. Upon termination of your access, your right to use the Site or the Interface from our subdomain will immediately cease. However, it would still be accessible via a third party since we do not host or own its code. Aark Digital will not be liable for any losses suffered by you resulting from any modification to the Site or the Interface or from any modification, suspension, or termination, for any reason, of your access to all or any portion of the Site or the Interface.

5.2. Aark Digital may revise these Terms from time to time. We will notify you by updating the date at the top of the Terms and maintaining a current version. The most current version of the Terms will always be at **Aark Digital**. All modifications will be effective when they are posted. By continuing to access or use the Site or the Interface after those revisions become effective, you agree to be bound by the revised Terms.

#### 6. RISKS

6.1. The use of technology related to blockchain, smart contracts, and cryptocurrencies, among others, entails a risk that by accessing transactions, you are assuming. Aark Digital does not own or control any underlying software through which blockchain networks are formed. The software underlying blockchain networks are open-source so anyone can use, copy, modify, and distribute it. By using the Interface, you acknowledge and agree:

6.1.1. That Aark Digital is not responsible for the operation of the open-source software and networks underlying the Interface;

6.1.2. That there exists no guarantee of the functionality, security, or availability of that software and networks; and

6.1.3. You alone are responsible for securing your private key(s). We do not have access to your private key(s); losing control of your private key(s) will permanently and irreversibly deny you access to any blockchain-based network. Neither Aark Digital nor any other person or entity will be able to retrieve or protect your digital assets. If your private key(s) are lost, you will not be able to transfer your digital assets to any blockchain address or wallet. If this occurs, you will not be able to realize any value or utility from the digital assets you may hold.

6.2. Aark Digital is not responsible for the content of any third party, including, but not limited to, information, materials, products, or services that Aark Digital does not own or control. In addition, third parties may offer promotions related to your access and use of the Interface. Aark Digital does not endorse or assume any responsibility for such resources or promotions. Suppose you access any such resources or participate in any such promotions. In that case, you do so at your own risk and understand that these Terms do not apply to your dealings or relationships with any third parties. You expressly relieve Aark Digital of all liability arising from using such resources or participating in such promotions.

6.3. You understand that the blockchain remains under development, which creates technological and security risks when using the Interface, in addition to uncertainty relating to digital assets and transactions therein. You acknowledge that the cost of transacting on the blockchain is variable and may increase at any time, causing an impact on any activities taking place on these blockchains, which may result in price fluctuations or increased costs when using the Interface.

6.4. Transactions entered into in connection with the Interface are irreversible and final, and there are no refunds. You acknowledge and agree that you will access and use the Interface at your own risk.

6.5. We must comply with Applicable Law, which may require us to, upon request by government agencies, take certain actions or provide information that may not be in your best interests.

6.6. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against Aark Digital, its affiliates, and their respective shareholders, members, directors, officers, employees, agents, representatives, suppliers, and contractors related to any of the risks mentioned in this Terms.

## 7. PROHIBITED USES

7.1 You agree not to engage in the prohibited uses set forth below. The specific activities set forth below are representative but not exhaustive. By using the Site or the Interface, you confirm that you will not do any of the following:

7.1.1. Promote or facilitate illegal activities, including but not limited to money laundering, terrorist financing, tax evasion, buying or selling illegal drugs, contraband, counterfeit goods, or illegal weapons;

7.1.2. Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity, privacy, or any other proprietary right of Aark Digital;

7.1.3. Engage in improper or abusive trading practices, including but not limited to (a) any fraudulent act or scheme to defraud, deceive, trick, or mislead; (b) trading ahead of another user of the Site or the Interface or front-running; (c) fraudulent trading; (d) accommodation trading; (e) fictitious transactions; (f) pre-arranged or non-competitive transactions; (g) cornering or (h) the use of automated bot trading;

7.1.4. Uploading or transmitting viruses, worms, Trojan horses, time bombs, cancelbots, spiders, malware, or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Site or the Interface;

7.1.5. Use the Site or Interface in any way that is, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable or likely or intended to incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others;

7.1.6. Harass, abuse, or harm another person or entity, including Aark Digital's collaborator and service providers;

7.1.7. Impersonate another user of the Site or the Interface or otherwise misrepresent yourself; or

7.1.8. Engage or attempt to engage or encourage, induce or assist any third party, or yourself attempt, to engage in any of the activities prohibited under this Section 4 or any other provision of these Terms.

7.1.9. Notwithstanding any other provision in these Terms, in the event that a user engages in any of the prohibited uses set forth in Section 7, the service provider reserves the right to exercise its discretion and take appropriate actions under highly exceptional and extreme circumstances. Such actions may include, but are not

limited to, the suspension or termination of the user's account and the potential confiscation of assets.

## 8. DISCLOSURES; DISCLAIMERS

Aark.digital is an informational site for the Aark Digital Protocol. Aark Digital does not operate an exchange platform or offer trade execution or clearing services and has no oversight, involvement, or control concerning your transactions using the Interface. All transactions between users of the Interface are executed peer-to-peer directly between the users' blockchain addresses through a third-party developed open-source smart contract.

You are responsible for complying with all Applicable Laws that govern your Perpetual Contracts. As a result of restrictions under the Commodity Exchange Act and the regulations promulgated thereunder by the U.S. Commodity Futures Trading Commission ("CFTC"), no U.S. Person may enter into Perpetual Contracts using the Interface.

You understand that Aark Digital is not registered or licensed by any regulatory agency or authority. No such agency or authority has reviewed or approved the use of the Site or the Interface.

You agree that the Site and the Interface are provided on an "AS IS" and "AS AVAILABLE" basis. Aark Digital makes no guarantees of any kind or connection with the Site or the Interface.

## 9. LIMITATION OF LIABILITY

In no event shall Aark Digital, its affiliates, its suppliers and contractors, and its affiliates', suppliers' and contractors' respective stockholders, members, directors, officers, managers, employees, attorneys, agents, representatives, suppliers, and contractors shall be liable for any direct, indirect, incidental, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of fiat, assets, data, information, revenue, opportunities, use, goodwill, profits or other business or financial benefit) arising out of or in connection with the Site or the Interface, or other item provided by or on behalf of Aark Digital, whether under contract, tort (including negligence), civil liability, statute, strict liability, breach of warranties, or under any other theory of liability, and whether or not we have been advised of, knew of or should have known of the possibility of such damages and notwithstanding any failure of the essential purpose of these Terms or any limited remedy hereunder nor is Aark Digital in any way responsible for the execution or settlement of transactions between users of the Interface.

In no event shall Aark Digital's aggregate liability arising out of or in connection with the Site or Interface exceed the amount of one hundred U.S. Dollars (100.00 USD).

#### 10. INDEMNIFICATION

You shall defend, indemnify, and hold harmless Aark Digital, its affiliates, members, member, managers, employees, attorneys, representatives, suppliers, and contractors from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of or relating to (a) your use of or conduct in connection with the Site or the Interface (b) your violation of these Terms; (c) your misuse of the Site or the Interface, or any smart contract and/or script related thereto; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities; (e) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property, or privacy right; (f) your use of a third-party product, service, and/or website; or (g) any misrepresentation made by you. We reserve the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with our defense of any claim. You will not, in any event, settle any claim without obtaining prior written consent from Aark Digital, except if such settlement solely involves the payment of monetary damages for which you are solely responsible without any admission of liability on the part of Aark Digital.

#### 11. DISPUTE RESOLUTION & ARBITRATION

Aark Digital will use its best efforts to resolve potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending a written notice of your claim ("Notice") to Aark Digital on any of our official channels. The notice must (a) describe the nature and basis of the claim and (b) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and Aark Digital cannot reach an agreement to resolve the claim within sixty (60) days of your email, then you and Aark Digital agree to resolve the potential dispute according to the process set forth below.

Any claim or controversy arising out of or relating to the Site, the Interface, or these Terms, or any other acts or omissions for which you may contend that we are liable, including (but not limited to) any claim or controversy as to arbitrability ("Dispute"), shall be finally and exclusively settled by arbitration under the Singapore International Arbitration Centre (SIAC). You understand that you are required to resolve all Disputes by binding arbitration. The arbitration shall be confidential before



a single arbitrator, who shall be selected pursuant to the SIAC rules. The arbitration will be held in Singapore, unless you and we both agree to hold it elsewhere. Unless we agree otherwise, the arbitrator may not consolidate your claims with those of any other party. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Any claim arising out of or related to these Terms or the Site or the Interface must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you will not have the right to assert the claim.

## 12. GOVERNING LAW

The interpretation and enforcement of these Terms, and any dispute related to these Terms, the Site, or the Interface, will be governed by and construed and enforced under the laws of Singapore, as applicable.

## 13. GENERAL INFORMATION

13.1. Any right or remedy of Aark Digital set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under Applicable Law, at law, or in equity. The failure or delay of Aark Digital in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.

13.2. The following sections of these Terms will survive any termination of your access to the Site or the Interface, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Sections 3 through 12.

13.3. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

13.4. Aark Digital will have no responsibility or liability for any failure or delay in performance of the Site or the Interface, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, any law, order regulation, direction, action or request of the government, communications, power failure, or equipment or software malfunction.

13.5. You may not assign or transfer any right to use the Site, the Interface, or any of your rights or obligations under these Terms, without our express prior written consent, including by operation of law or in connection with any change of control.

We may assign or transfer any or all of our rights or obligations under these Terms, in whole or part, without notice or obtaining your consent or approval.

13.6. These Terms contain the entire agreement between you and Aark Digital and supersede all prior and contemporaneous understandings between the parties regarding the Interface and the Site or the Interface.

13.7. In the event of any conflict between these Terms and any other agreement you may have with us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.

13.8. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to the Terms other than the Indemnified Parties.