

Arcex - Terms of Service

Last Updated: November 25, 2025

IMPORTANT: PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING THE ARCEX PLATFORM, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE. THIS AGREEMENT CONTAINS PROVISIONS THAT LIMIT ARCEX'S LIABILITY, REQUIRE YOU TO INDEMNIFY US, AND REQUIRE DISPUTES TO BE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS PART OF A CLASS ACTION.

These Terms of Service ("Terms") constitute a binding legal agreement between you ("User," "you") and Arcex Inc., a British Virgin Islands registered company ("Arcex," "we," "us"). Arcex provides non-custodial software services and does not operate as a Virtual Asset Service Provider (VASP) as defined by the BVI Virtual Assets Service Providers Act, 2022.

1. DEFINITIONS

- "Arcex Platform" or "Platform": The website (arcex.app), mobile applications, and any related software, APIs, and technologies provided by Arcex.
- "Digital Assets": Cryptocurrencies, tokens, and other digital assets that can be traded via the Services.
- "Non-Custodial": A system where Arcex does not have possession, custody, or control over your Digital Assets or private keys at any time.
- "Orderly Network": The third-party decentralized protocol for perpetual futures trading that the Arcex Platform provides an interface to.
- "0x Protocol": The third-party decentralized protocol for spot trading that the Arcex Platform provides an interface to.
- "Restricted Locations": Jurisdictions where the use of the Arcex Platform is prohibited, as detailed in Section 3.
- "Services": The software interface and related functionalities provided by Arcex to allow users to interact with third-party decentralized protocols.

2. AGREEMENT & ELIGIBILITY

2.1. By clicking "Get Started," creating an account, or using the Services, you represent and warrant that you: (a) are at least 18 years of age; (b) have the full right, power, and authority to agree to these Terms; (c) are not located in, under the control of, or a national or resident of any Restricted Location; and (d) have not been previously suspended or removed from using our Services.

2.2. If you do not agree to these Terms, you must immediately cease using the Services.

3. PROHIBITED JURISDICTIONS

The Services are not available in The United States, China (Mainland), Hong Kong, Macau, Russia, Belarus, Iran, North Korea, Syria, Cuba, Myanmar (Burma), Sudan,

South Sudan, Afghanistan, Yemen, Iraq, Libya, Somalia, Ethiopia, Eritrea, Central African Republic, Venezuela, Lebanon, Pakistan, Bangladesh, Ukraine, the Crimea, Donetsk, and Luhansk regions, and any other jurisdiction where such services would be illegal. You agree not to use any technology, such as a VPN, to circumvent these restrictions.

4. THE SERVICES: A NON-CUSTODIAL INTERFACE

4.1. The Arcex Platform is a non-custodial software interface. Arcex does not hold, control, or custody any of your funds, private keys, or Digital Assets. Your interactions occur directly with third-party protocols.

4.2. Third-Party Protocols: The Services provide an interface to the 0x Protocol and Orderly Network. Your use of these protocols is at your sole risk and is subject to their respective terms and conditions. Arcex is not a party to any transaction you execute on these protocols.

4.3. No Fiduciary Duty: Arcex is a technology provider only. We are not your broker, agent, or advisor and have no fiduciary duty to you. We do not provide financial, investment, legal, or tax advice.

5. USER ACCOUNT AND SECURITY

5.1. Your Responsibility: You are solely responsible for all activities that occur under your account and for the security of your wallet, private keys, and passwords. Any loss or compromise of this information may result in the permanent loss of your Digital Assets.

5.2. Mobile Security: If you use our mobile application, you are responsible for securing your device. The "Transfer Account" feature must be used by you to migrate keys to a new device. Arcex shall not be liable for any loss of funds or access resulting from a lost or compromised device or your failure to properly manage account transfers.

6. RISK DISCLOSURE

Trading Digital Assets is extremely risky. You acknowledge and accept the inherent risks, including but not limited to: market volatility, liquidity risk, smart contract bugs or exploits in third-party protocols, and regulatory uncertainty. You may lose your entire investment.

7. FEES AND TAXES

7.1. Fees: Fees for trades, withdrawals, and network transactions (gas) are charged by third-party protocols or blockchain networks. You are generally responsible for all such fees. Arcex, at its sole discretion, may choose to subsidize or pay for certain fees on your behalf. Arcex is under no obligation to offer such benefits and may modify or terminate them at any time without notice.

7.2. Taxes: You are solely responsible for determining, reporting, and remitting all applicable taxes arising from your trading activities.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Arcex grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your personal, non-commercial use.

8.2. All rights, title, and interest in the Arcex Platform, including all intellectual property, are and shall remain the exclusive property of Arcex Inc. and its licensors.

9. SUSPENSION AND TERMINATION

We reserve the right to suspend or terminate your access to the Services at our sole discretion, without notice, for any reason, including but not limited to: (a) a violation of these Terms; (b) a requirement by law or a government body; (c) suspicious or fraudulent activity.

10. DISCLAIMERS AND LIMITATION OF LIABILITY

THIS SECTION IS CRITICAL. PLEASE READ IT CAREFULLY.

10.1. NO WARRANTIES: THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ARCEX EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10.2. DISCLAIMER OF LIABILITY FOR TECHNICAL ISSUES: ARCEX IS NOT LIABLE FOR ANY LOSSES YOU INCUR AS A RESULT OF YOUR INABILITY TO ACCESS THE ARCEX PLATFORM, WHETHER DUE TO PLANNED OR UNPLANNED DOWNTIME, TECHNICAL DIFFICULTIES, SOFTWARE BUGS, PLATFORM MAINTENANCE, CYBER-ATTACKS, OR ANY OTHER REASON. YOU ACKNOWLEDGE THAT YOU MAY BE UNABLE TO ACCESS YOUR ACCOUNT, MANAGE YOUR POSITIONS, OR EXECUTE TRADES DURING SUCH TIMES, WHICH MAY RESULT IN SIGNIFICANT FINANCIAL LOSS, AND YOU AGREE THAT ARCEX SHALL HAVE NO LIABILITY FOR SUCH LOSSES.

10.3. DISCLAIMER OF LIABILITY FOR THIRD-PARTY PROTOCOLS: ARCEX HAS NO CONTROL OVER AND ASSUMES NO RESPONSIBILITY FOR THE FUNCTIONALITY, SECURITY, OR AVAILABILITY OF THE 0X PROTOCOL, ORDERLY NETWORK, OR ANY OTHER THIRD-PARTY PROTOCOL. WE SHALL NOT BE LIABLE FOR ANY LOSSES ARISING FROM THE FAILURE, EXPLOIT, OR MALFUNCTION OF THESE PROTOCOLS.

10.4. DISCLAIMER OF LIABILITY FOR MARKET DATA: While we strive to provide accurate market data, the data displayed on the Arcex Platform is sourced from third parties and may be delayed, inaccurate, or incomplete. You should not rely on this data for trading decisions without independent verification. Arcex is not liable for any losses resulting from reliance on such data.

1e.5. LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ARCEX, ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF FUNDS, PROFITS, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES.

10.6. LIABILITY CAP: IN THE UNLIKELY EVENT THAT ARCEX IS FOUND LIABLE, OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF THESE TERMS OR YOUR USE OF THE SERVICES SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Arcex Inc. and its affiliates, directors, officers, employees, and agents from any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to your use of the Services or your violation of these Terms.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. Governing Law: These Terms are governed by the laws of the British Virgin Islands, without regard to its conflict of law principles.

12.2. Arbitration: Any dispute, claim, or controversy arising out of or relating to these Terms shall be finally resolved by binding arbitration administered by the British Virgin Islands International Arbitration Centre (BVIIAC) in accordance with its rules. The seat of arbitration shall be the British Virgin Islands.

12.3. No Class Actions: YOU AGREE THAT ANY CLAIMS AGAINST ARCEX MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING.

13. ELECTRONIC COMMUNICATIONS

You consent to receive all communications, agreements, documents, notices, and disclosures (collectively, "Communications") that we provide in connection with your account and your use of the Services electronically.

14. FORCE MAJEURE

Arcex shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including but not limited to acts of God, war, terrorism, riots, network infrastructure failures, or acts of civil or military authorities.

15. MISCELLANEOUS

15.1. Entire Agreement: These Terms constitute the entire agreement between you and Arcex regarding the subject matter hereof.

15.2. Severability: If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in full force and effect.

15.3. Survival: Sections 6 (Risk Disclosure), 7 (Fees and Taxes), 10 (Disclaimers and Limitation of Liability), 11 (Indemnification), 12 (Governing Law and Dispute Resolution), and 15 (Miscellaneous) shall survive any termination or expiration of these Terms.

15.4. Assignment: You may not assign your rights or obligations under these Terms without our prior written consent.

16. CONTACT

For support or questions, contact us at hello@arcex.app.