

Arch Terms of Service

Scope

These terms govern use of the Arch website at [<https://www.archfinance.io>] and the Arch decentralized applications (“or dApps”) accessible at [<https://beta.archfinance.io>] and other addresses. The operator of the website may offer other products and services. These terms apply only to use of the website and dApps.

Smash Works Inc., a Delaware company, operates the website and its interface to the dApps. It is referred to in this document as the “operator.”

Important Terms

These terms include a number of especially important provisions that affect your rights and responsibilities, such as the disclaimers in **Disclaimers**, limits on the operator’s legal liability to you in **Limits on Liability**, your agreement to reimburse the operator for problems caused by your misuse of the website in **Your Responsibility**, and an agreement about how to resolve disputes in **Disputes**.

The Arch dApps are part of a platform that allows users to create new ERC-20 tokens that aggregate and provide holders with exposure to a number of different token sectors, including exchanges, lending, digital property, entertainment, among others (“Sector Tokens”). If a user wants to purchase a token, the Arch Platform will interact directly with Ethereum smart contracts and protocols that allow for the creation of the token sets. Users will connect their self-custodied wallets to the Arch Platform prior to them creating any Sector Tokens. While the Arch Platform will allow for the interaction with Ethereum smart contracts and protocols, it will not provide or have custody of any user tokens (i.e. users will self-custody the tokens). Arch will receive a fee as part of the process.

Certain features on the dApps may be offered while still in “beta” form. By accepting these Terms or using any services in beta form, you understand and acknowledge that they are being provided as a “Beta” version and made available on an “As Is” or “As Available” basis. Services in “beta” form may contain bugs, errors, and other problems. You assume all risks and all costs associated with your use of services in beta form.

The displayed price for Index Tokens may differ from the price upon purchase or sale of an Index Token. The price will depend on the market factors, such as the depth of liquidity pools and activity of automated market makers.

Using the Arch dApps may require that you pay an additional fee, such as gas charges on the Ethereum network, to perform a transaction. You

acknowledge and agree that Arch has no control over any transactions, the method of payment of any transactions or any actual payments of transactions. Accordingly, you must ensure that you have a sufficient balance of the applicable cryptocurrency tokens stored at your protocol-compatible wallet address to complete any transaction on the Arch dApps or the Ethereum network before initiating such transaction.

Your Permission to Use the Website and dApps

Subject to these terms, the operator gives you permission to use the website and dApps. You can't transfer your permission to anyone else. Others need to agree to these terms for themselves to use the website and dApps.

Conditions for Use of the Website and dApps

Your permission to use the website and dApps is subject to the following conditions:

1. You must be at least eighteen years old.
2. You may no longer use the website or dApps if the operator tells you that you may not.
3. You must follow **Acceptable Use** and **Content Standards**.

Acceptable Use

1. You may not break the law using the website or dApps.
2. You may not use or try to use anyone else's account on the website or dApps (or to connect with anyone else's wallet) without their specific permission.
3. You may not exploit software vulnerabilities, use social engineering, or use malware.
4. You may not buy, sell, or otherwise trade in addresses, user names, or other unique identifiers on the website or dApps.
5. You may not send advertisements, chain letters, or other solicitations through the website or dApps, or use the website or dApps to gather addresses for distribution lists.
6. You may not automate access to the website or dApps, or monitor the website or dApps, such as with a web crawler, browser plug-in or add-on, or other computer program that is not a web browser. You may crawl the website to index it for a publicly available search engine, *so long as you abide by the rules of any robots.txt file on the website*.

7. You may not use the website or dApps to send e-mail to distribution lists, newsgroups, or group mail aliases.
8. You may not falsely imply that you're affiliated with or endorsed by the operator.
9. You may not hyperlink to images or other non-hypertext content on the website or dApps.
10. You may not show any part of the website or dApps on other websites with iframes or similar methods.
11. You may not remove any marks showing proprietary ownership from materials you download from the website or dApps.
12. You may not disable, avoid, or circumvent any security or access restrictions of the website or dApps.
13. You may not strain infrastructure of the website or dApps with an unreasonable volume of requests, or requests designed to impose an unreasonable load on information systems the operator uses to provide the website or dApps.
14. You may not impersonate others through the website or dApps.
15. You may not encourage or help anyone in violation of these terms.
16. You have not been identified as a Specially Designated National or placed on any sanctions list by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State; and you will not use our Website, or dApps to conduct any illegal or illicit activity.
17. You have not been placed on any of the following lists: European External Action Service Consolidated Financial Sanctions List; EU Terrorist List; FATF Non-Cooperative Countries and Territories; Federal Bureau of Investigation Most Wanted Terrorists & Seeking Information; Bank of England Sanctions List; HM Treasury Sanctions List; Politically Exposed Persons List; World Bank Ineligible Firms; Department of Foreign Affairs and Trade Consolidated List.

Content Standards

1. You may not submit content to the website or dApps that is illegal, offensive, or otherwise harmful to others. This includes content that is harassing, inappropriate, or abusive.
2. You may not submit content to the website or dApps that violates the law, infringes anyone's intellectual property rights, violates anyone's privacy, or breaches agreements you have with others.
3. You may not submit content to the website or dApps containing malicious computer code, such as computer viruses or spyware.
4. You may not submit content to the website or dApps as a mere placeholder to hold a particular address, user name, or other unique identifier.

5. You may not use the website or dApps to disclose information from or about others that you don't have the right to disclose.

Enforcement

1. The operator may investigate and prosecute violations of these terms to the fullest legal extent. The operator may notify and cooperate with law enforcement authorities in prosecuting violations of the law and these terms.
2. The operator reserves the right to change, redact, and delete content on the website or dApps for any reason. If you believe someone has submitted content to the website in violation of these terms, contact the operator immediately. See **Contact**.

Your Account

1. You are not required to create an account to access the dApps. However, you are required to connect a protocol-compatible wallet to interact with the dApps and create any Sector Tokens.

Your Content

1. Nothing in these terms gives the operator any ownership rights in content or intellectual property that you share with the website or dApps, such as your account information and content you submit to the website or dApps. Nothing in these terms gives you any ownership rights in the operator's content or intellectual property, either.
2. Between you and the operator, you remain solely responsible for content you submit to the website or dApps. You agree not to wrongly imply that content you submit to the website or dApps is from, sponsored by, or approved by the operator. These terms do not obligate the operator to store, maintain, or provide copies of content you submit.
3. Content you submit to the website or dApps belongs to you, and you decide how to license it to others. But at a minimum, you license the operator to provide content that you submit to the website or dApps to other users of the website. That special license allows the operator to copy, publish, and analyze content you submit to the website or dApps.
4. When content you submit is removed from the website or dApps, whether by you or by the operator, the operator's special license ends when the last copy disappears from the operator's backups, caches, and other systems. Other licenses you give for your content may continue after your content is removed. Those licenses may give others, or the operator itself, the right to share your content through the website again.

5. Others who receive content you submit to the website or dApps may violate the terms on which you license your content. You agree that the operator will not be liable to you for those violations or their consequences.

Your Responsibility

You agree to reimburse the operator for all the costs of legal claims by others related to your breach of these terms, or breach of these terms by others using your account. Both you and the operator agree to notify the other side of any legal claims you might have to reimburse the operator for as soon as possible. If the operator fails to notify you of a legal claim promptly, you won't have to reimburse the operator for costs that you could have defended against or lessened with prompt notice. You agree to allow the operator to take over investigation, defense, and settlement of legal claims you would have to reimburse the operator for, and to cooperate with those efforts. The operator agrees not to enter any settlement that admits you were at fault or requires you to do anything without your permission.

The operator will not create a hosted cryptocurrency "Wallet" for you or otherwise maintain custody of any tokens or other cryptocurrency assets on your behalf. It is your sole responsibility to maintain the security of your Wallet. If you lose access to your Wallet, a private key, password, or other method of securing your Wallet, any funds may be irretrievable, and the operator will be unable to assist you in any way.

Disclaimers

1. You accept all risk of using the website and dApps and their content. As far as the law allows, the operator provides the website and dApps and its content as is, without any warranty whatsoever.
2. **You accept all risk involving blockchain transactions on the website and dApps.**
3. The website may hyperlink to and integrate websites and services run by others. The operator does not make any warranty about services run by others, or content they may provide. Use of services run by others may be governed by other terms between you and the one running service.
4. You agree that you understand the inherent risks associated with cryptographic systems, including hacking risks and future technological development.
5. **You agree that you have an understanding of the usage and intricacies of native cryptographic tokens. You acknowledge and understand that 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 blockchain resources and your blockchain wallet.

6. At any time, your access to your tokens or other cryptocurrency assets may be suspended or terminated or there may be a delay in your access or use which may result in your tokens or other cryptocurrency assets diminishing in value or you being unable to complete a Smart Contract.
7. The website or dApps may be suspended or terminated for any or no reason, which may limit your access to your tokens or other Cryptocurrency Assets.

Limits on Liability

1. As far as the law allows, the operator will not be liable to you for any: (1) financial losses; (2) loss of use, data, business or profits; or (3) indirect, special consequential, exemplary, or punitive damages. This will be whether or not the operator warned you of the possibility of such damages.
2. You agree that you will defend, indemnify and hold harmless the operator, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Site.

Feedback

1. The operator welcomes your feedback and suggestions for the website. See **Contact**.
2. You agree that the operator will be free to act on feedback and suggestions you provide, and that the operator won't have to notify you that your feedback was used, get your permission to use it, or pay you for it. You agree not to submit feedback or suggestions that you believe might be confidential or proprietary, to you or others.

Termination

1. Either you or the operator may end this agreement at any time. When this agreement ends, your permission to use the website also ends.
2. The following sections continue after this agreement ends: **Your Content, Feedback, Your Responsibility, Disclaimers, Limits on Liability**, and **General Terms**.

Disputes

1. The governing law will govern these terms and all legal proceedings related to these terms or your use of the website and dApps. The governing law will be the law of Delaware.
2. All disputes related to the website or dApps under these terms will be heard by arbitration in New York, New York. The arbitration will be in English and heard by three arbitrators.
3. If, for any reason, a dispute is heard in a court of law, both sides agree to bring any proceedings related to this agreement only in the national and any national-subdivision courts located in the forum for disputes. The forum for disputes is New York, New York.
4. Neither you nor the operator will object to jurisdiction, forum, or venue in those courts.
5. If the governing law allows, both sides waive their rights to trial by jury.
6. Both sides agree to bring any legal claims related to this agreement as individuals, not as part of a class action or other representative proceeding.

General Terms

1. If a section of these terms is unenforceable as written, but could be changed to make it enforceable, that section should be changed to the minimum extent necessary to make it enforceable. Otherwise, that section should be removed, and the others should be enforced as written.
2. You may not assign this agreement. The operator may assign this agreement to any affiliate of the operator, any other company that obtains control of the operator, or any other company that buys assets of the operator related to the website and dApps. Any attempt to assign against these terms has no legal effect.
3. Neither the exercise of any right under this agreement, nor waiver of any breach of this agreement, waives any other breach of this agreement.
4. These terms, plus the terms on any website or dApps incorporating them by reference, are all the terms of agreement between you and the operator about use of the website. This agreement entirely replaces any other agreements about your use of the website and dApps, written or not.

Contact

1. You may notify the operator under these terms, and send questions to the operator, using the contact information they provide.
2. The operator may notify you under these terms using the e-mail address you provide for your account on the website, or by posting a message to the homepage of the website or your account page.

Changes

1. The operator may update the terms of service for the website and dApps. The operator will post all updates to the website and/or dApps. For updates with substantial changes, the operator agrees to e-mail you if you've created an account and provided a valid e-mail address. The operator may also announce updates with special messages or alerts on the website and/or dApps.
2. Once you get notice of an update to these terms, you must agree to the new terms in order to keep using the website and/or dApps.