

# ARBITRAGING.CO

## Terms of Use

Last updated: **July 21st, 2018**

PLEASE READ THESE TERMS OF USE (“TERMS”) CAREFULLY. BY CLICKING THE “REGISTER” BUTTON, OR BY ACCESSING, OR USING THE ARBITRAGING.CO’S SERVICES, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE.

### **Definitions**

*“mBOT”, means manual BOT, an arbitrating bot which is part of the Company’s proprietary software assets.*

*aBOT”, means automated BOT, an arbitrating bot which is part of the Company’s proprietary software assets.*

*“Agreement”, means the Terms of Use (“Terms”) herein.*

*“Arbitrating.co”, also “The Company”, “ARB”, “we”, “us” or “our”, is an Ethereum-based arbitrating margin trading platform and exchange that is wholly owned by Arbitrating.co. The company was incorporated in the country of Singapore.*

*“BOT”, means a trading software that fulfills a purpose on the internet, in our case bots which allow for arbitrage trading for users.*

*“Data”, means any data input by you or with your authority into the Website including APIs for trading bots.*

*“Feedback”, means suggestions, ideas, materials or other information regarding Arbitrating.co and our Services that you provide in whatever format to us.*

*“Intellectual Property Rights”, means any registered or unregistered design rights, patents, copyright, database rights, data protection rights, trade marks, service marks, moral rights, know-how and any other intellectual or industrial property rights, anywhere in the world.*

*“Member”, means any current registered user of Arbitrating.co.*

*“Service”, means all services made available (as may be changed or updated from time to time by Arbitrating.co) via the Website including mobile apps.*

*“Website”, also “Site”, means any of the images, written material, databases, software or other material available on any website owned or operated by Arbitrating.co.*

## **Website Terms of Use**

This website is operated by Arbitraging.co (referred to on this site as "the Company", "Arbitraging.co", "ARB", "we", "us" or "our"). Your use of this site is governed by these Terms of Use. By accessing and browsing this site and any of our applications, including mobile, you agree to be bound by these terms. We make this site available to you in order to provide information about our products and services, and enable you to purchase these products and services from us online. These Terms constitute the entire agreement between the parties.

### **1. Conditions of Access – Rights to Use Site**

1.1: You agree to be responsible for, and will ensure that all emails, usernames, passwords, and 2FA information required to access the Website are kept secure and confidential. You will immediately notify us of any unauthorized use of your passwords or any other breach of security, in which case you will reset your password. You agree to accept responsibility for all activities that occur under your account or password.

You understand that no company representative will EVER ask you for your password or 2FA information, and if anyone does, it is likely a fraudulent attempt to gain access to your account. You will not disclose that data, and you will inform a company representative immediately if asked for it.

1.2: When accessing and using the Service, You must:

- a) not attempt to undermine the security or integrity of Arbitraging.co's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
- b) not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
- c) not attempt to gain unauthorized access to the computer system on which the Website is hosted or to any materials other than those to which you have been given express permission to access;
- d) not transmit or input into the Website any files that may damage any other person's computing devices or software; content that may be offensive; or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the right to use);
- e) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

- f) not use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
- g) not attempt to use any blog or chat forum (e.g. Telegram, Twitter, etc.) to misrepresent, or fraudulently misrepresent yourself in any way to other Members, or potential Members, or to the Company, for example, but not limited to,
  - using multiple usernames;
  - falsely mis-representing yourself to blog/chat members as a Company Community Support Admin;
  - approaching said individuals via Private Message (PM) to defraud another, such as offering tokens in a private sale transaction, offering to unlock Company accounts for a fee, asking for a Member's account information, or to engage with another such individual in any activity that would result in a financial loss to them, others, or the Company; Doing so will result in immediate account closure and seizure of all the accounts digital property for restitution.

1.3: Use of the Service may be subject to limitations, including but not limited to transaction volumes, new Site/Bot/IE rules that may affect trading, and the number of calls permitted to be made against Arbitraging.co's application programming interface. Any such limitations will be advised. Arbitraging.co is not liable for such limitations.

1.4: By registering as a Member you represent and warrant:

- a) that you have accepted the Terms; and
- b) that you are at least 18 years of age and have the capacity to accept the Terms;
- c) that you are the legal owner of the funds you add to your account with Arbitraging.co and that the same funds derive from a legitimate source;
- d) that using the Company's services does not constitute a breach of your home jurisdictions' laws; which include the United States (All states including the states of Colorado, New York and Texas.)
- e) that you are aware of the risks in using the services provided by Arbitraging.co. These risks include, but are not limited to, a) under certain market conditions you may find it difficult or impossible to gain profits, b) limit orders may not get filled, c) Arbitraging bots may perform bad, d) none or few arbitrage trades may present themselves, resulting in less than expected results, e) Company does not provide guarantees of income

- f) that you will not be involved or initiate any form of market manipulation, including spoofing orders, price manipulation of ARB token or Bot prices, or otherwise do so with any product offered on the site;
- g) that you will abide by the trading rules posted on the website and specifically in the “Announcement” and “Deposit” tabs;
- h) that you will only own 1 Arbitrating.co account unless fully disclosed by you, and expressly permitted by the Company;
- i) that the information or documents you provide as part of any ID verification process are correct, genuine and up-to-date;
- j) that you will not use our Services for, support, or otherwise engage in any illegal activities, fraud, money laundering, terrorist activities, or other illegal activities;
- k) that any withdrawal address you provide is your own and that you have full control over this address;
- l) that you agree to pay Arbitrating.co the fees applicable for trading, use of arbitrating Bots, and utilizing the Services provided by the Company;
- m) All aUSD margin trading contracts are Long positions: to enter any aUSD margin trading contracts into aBOT you must trade aUSD margin trading contracts for ARB at current aBOT market value and when exiting you are canceling aUSD margin trading contracts returning ARB for market value of aBOT at time of cancelling. You agree that you are aware and fully responsible for canceling aUSD contracts that result in less ARB distributed than initially traded after canceling aUSD margin contracts as a result of difference in market pricing. All aUSD contracts are ran in a 24-hour period based on your abot group.
- n) you agree that holding aUSD inside aBOT platform is automatically entering you into a long margin trade position at 0.5%. Period trade/s over 0.5% longs win, under 0.5% longs lose resulting in 3% fees on your aUSD total contract balance for long liquidation costs.
- o) Longs win 100% of the value of the abot trade/s 0.51-1.25% of your aUSD contracts in each 24 hour period. (Minus 3% long success fees; fee deducted from your total aUSD increase at close of your abot group period)
- p) You agree that holding long positions open on aBOT you are not entering any financial agreements. You are not guaranteed profits when entering long arbitrage margin trading positions and have the ability to incur loss from liquidation fees..

- q) You agree when trading, margin trading or using company provided bots that all profits or loss are of your own accord and cannot be reimbursed or compensated by arbitraging.co.

1.5: Arbitraging.co reserves the right at any time to verify your identity for the purposes of complying with international Anti-Money Laundering laws.

1.6: As we implement Customer Due Diligence (CDD) requirements, you agree to cooperate with us in this process. You will provide all documentation/information that we may require to satisfy ourselves of your identity and the purpose of the business relationship.

1.7: You may use this site only for the purposes for which it is provided. You must not use this site for fraudulent or other unlawful activity or otherwise do anything to damage or disrupt this site. Any violation will result in Company's immediate termination of your account, banning the account owner from Website, blogs and chats, and seizing all of the account's digital property at Company's discretion. Some violations are, but not limited to:

- a) **Multiple accounts** for the purpose of defrauding, price manipulation, circumventing trading rules or bans, soliciting or abusing Arbitraging.co's services.
- b) **Threats** towards Arbitraging.co Staff, including chat forum Admins.
- c) **aBOT privileges.** Arbitraging.co is a technology business that, among other things, develops products used for arbitraging purposes on the Arbitraging.co platform. Frequent entering and exiting the aBOT is prohibited, and is considered abusing the aBOT start/stop feature. Accounts will be actively monitored for this behavior, gaming the aBOT to gain ARB from manipulation will result in consequences which may include losing ARB gained from such manipulations minus and paying compensation to any losses incurred by the platform.

1.8: We may freeze any Account in the event that we suspect or have reason to believe you are engaged in suspicious trading or other activity hurtful to the platform or Members, or have breached any of the herein stated warranties or Terms. This may result in the unwinding of any trades you have entered into. We expressly exclude any losses or profits you would have made as a result of us closing your trade positions or you not being able to trade on Arbitraging.co, and you agree to indemnify us completely against any third party action resulting from your conduct or us having to close your positions. While your account is frozen, we will conduct an investigation, and may require you to cooperate with our inquiries. During the account freeze and investigation stages you will not be able to make deposits or withdrawals to or from your Account nor will you be able to trade. At the end of the investigation we may, at our own discretion, decide to close your Account for which we are not required to provide you with any

reasons for the same. In such a case we also reserve the right at our sole discretion to seize all your accounts' on-site digital property.

1.9: We reserve the right at our own discretion to close your Account without notice. At our sole discretion we may force close all positions and return to you any remaining tokens or funds left in your Account, short of any Company withholding's determined as per other points in these Terms.

1.10: It is your responsibility entirely to provide us with correct details including your registered wallet address used for deposits and withdrawals. We accept no liability resulting in you not receiving the ARB tokens or any digital property, deposited or withdrawn, due to you providing incorrect or out-of-date details. You understand that using the incorrect registered wallet address on our site for deposits or withdrawals, or sending to the ARB contract address, results in the tokens/funds being lost. You also understand that each Member account must have its own separate registered wallet address, and that no two Member accounts may share the same external wallet address, or tokens and digital property sent to and from that wallet will be lost. The Company may, at its sole discretion, attempt to recover those lost funds for a fee of up to 10%. It is also your responsibility to ensure transactions sent to us are well-formatted and denominated in the correct currency. Arbitraging.co excludes all liability for any incorrect transactions, including trading transactions on the internal exchange.

1.11: It is our responsibility to maintain an orderly market and as such we may at our own discretion halt trading or make changes on the Website/Exchange due to market disruption or other relevant external events. We exclude all liability for any claimed losses or profits lost as a result of halting trading.

## **2. Age Restrictions**

This site contains adult content registration. Participation on the Website is restricted to those individuals over 18 years of age, and who are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties herein. By registering or participating in services or functions on the Website, you affirm that you are over 18 years of age and have the authority to enter into the terms herein. If you are under 18 years of age, do not use the Website.

## **3. Intellectual Property Rights**

3.1: All intellectual property rights relating to all the material used on the Website including, but not limited to, design, structure, layouts, graphical images and underlying source code belongs to Arbitraging.co. All rights are reserved.

3.2: You acknowledge that, except as otherwise agreed between the parties in writing, all intellectual property rights of Arbitraging.co and the Website shall remain with Arbitraging.co.

3.3: By submitting content to any public area of the Website, including blogs, message boards, and forums, you grant Arbitraging.co a royalty-free, perpetual, irrevocable, non-exclusive right

and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. You also permit any subscriber to access, display, view, store and reproduce such content for personal use.

3.4: By submitting any content to the Website you warrant that you are entitled to and have all necessary intellectual property rights over that content.

#### **4. Right to Use Site Content**

You may reproduce, copy and distribute the content of this site provided you only use that content for informational, non-commercial purposes and any reproduction includes a prominent acknowledgment of the Company's rights in the relevant content. You may not reproduce, copy or distribute the content on this site for any other purpose or in any other way without the Company's prior written consent.

#### **5. Privacy Policy**

Arbitrating.co may place information concerning you in a database of internal use. We may disclose your personal information to third parties when

- a) we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets in order to continue the services for which you have contracted;
- b) we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce you to apply our Terms and other applicable agreements
- c) we conduct or cooperate in investigations of fraud or other illegal activity or when we receive a lawful subpoena, warrant & court ordered documents.
- d) order, or as otherwise required by law.

The site may use cookies to better the user experience while visiting. If you wish to deny the use or saving of cookies from this Website onto your computer's hard drive you should take necessary steps within your web browser's security settings to block all cookies from this Website.

#### **6. Third Party Websites**

6.1: Arbitrating.co links to third party websites that are not affiliated or associated with us (although Arbitrating.co branding, advertisements or links may appear on these websites) and Arbitrating.co may send e-mail messages to you containing advertisements or promotions including links to third parties. Arbitrating.co makes no representation as to the quality, suitability, functionality or legality of the material on third party websites that are linked to, or to any goods and services available from such websites. The material is only provided for your

interest and convenience. Arbitrating.co does not monitor or investigate such third party websites, and Arbitrating.co accepts no responsibility or liability for any loss arising from the content or accuracy of this material. Any opinion expressed in the material should not be taken as an endorsement, recommendation or opinion of Arbitrating.co.

6.2: Under no circumstances are you to create a hyperlink to any of the pages on our Website, unless Arbitrating.co provides you with its prior consent to do so. If you do create a link to any of the pages on the Website, you acknowledge that you are responsible for all direct or indirect consequences of the link, and you indemnify Arbitrating.co for all loss, liability, costs or expense arising from or in connection with the link.

We may change the content, rules or conditions on this site at any time without prior notice.

## 7. Warranties and Representations

7.1: You acknowledge that:

- a) You are authorized to access and use the Website. In particular, the jurisdiction where you reside, hold citizenship, or conduct business allows you to utilize Arbitrating.co's services;
- b) If you are using the Website on behalf of or for the benefit of any organization, then it is assumed that you have the right to do so. That organization will be liable for your actions including any breach of these Terms, not Arbitrating.co;
- c) Your use of the Website and the Service is at your own risk. You agree that Arbitrating.co is not liable for any damage or harm arising out of your use of the Website and Service;
- d) The information provided on the Website is for general information purposes only and is given in good faith. However, the information is selective and Arbitrating.co may not verify all information, which may not be complete or accurate for your purposes and should not be relied upon without further inquiry. The information should not be construed as a recommendation to trade or engage the Service provided by Arbitrating.co in a particular manner; and
- e) Arbitrating.co does not warrant that the use of the Website will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Website, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Website. Arbitrating.co is not in any way responsible for any such interference that prevents your access or use of the Website and the Service.

7.2: Arbitrating.co gives no warranty about the Website. Without limiting the foregoing, our Company does not warrant that the Website will meet your requirements or that it will be suitable for your purposes. To avoid doubt, all implied conditions or warranties are excluded so



far as is permitted by law including, without limitation, warranties of merchant ability, fitness for purpose, title and non-infringement.

7.3: You warrant and represent that you are acquiring the right to access and use the Website and agreeing to these Terms for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Website or these Terms.

## **8. Service performance**

8.1: Arbitraging.co denies all liability for the timely operation of the Website when used within an Internet environment, where you or a third party is providing the computer equipment upon which the product is depending upon for any part of its functionality.

8.2: By using this service you confirm your understanding that the timely operation of the Internet and the World Wide Web is governed by constraints beyond the control of Arbitraging.co. You accept that our Company is not liable for any perceived slow operation of the Website.

8.3: By using this service you accept that all trade executions and BOT transactions resulting gains or losses are final and irreversible.

8.4: By using this service you accept that Arbitraging.co reserves the right to liquidate any trades at any time regardless of the profit or loss position.

8.5: Arbitraging.co does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected, or that the Service will be available at any particular time or location. You assume full responsibility and risk of loss resulting from your use of the Service. You are solely responsible for the actions you take in reliance on the content on, or accessed through, this site.

## **9. Indemnification**

You agree to indemnify and hold harmless Arbitraging.co, its contractors, and its licensors, and their respective directors, officers, employees, forum administrators, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement. You are solely responsible for the actions you take in reliance on the content on, or accessed through, this site.

## **10. Limitation of Liability**

To the extent permitted by law:

**10.1:** All warranties, representations and guarantees (whether express, implied or statutory) are excluded, including without limitation, suitability, fitness for purpose, accuracy or completeness of this site or the content on or accessed through it; and

**10.2:** Arbitraging.co, its suppliers or licensors will not be liable for any damages, losses or expenses, or indirect losses or consequential damages of any kind, suffered or incurred by you in connection with your access to or use of this site or the content on or accessed through it.

## **11. Calculations**

All calculations performed by the Arbitraging.co algorithms and trading engine and as verified by Arbitraging.co are final. As noted in clause **6.1**, Arbitraging.co does not warrant that the use of the Website will be uninterrupted or error free.

## **12. Termination & Remedies for Breach of these Terms by You**

**12.1:** Arbitraging.co reserves the right to seek all remedies available at law and in equity for violations of these Terms, including without limitation, the right to restrict, suspend or terminate your account or deny you access to the Website and forum chats without notice; and

**12.2:** Arbitraging.co shall be entitled to disclose your user identity and personal details if required or requested by a court of law, governmental agency or any other law enforcement authority in such circumstances as Arbitraging.co in its sole discretion considers reasonably necessary or appropriate.

## **13. Absence of Waiver**

Any failure or delay by Arbitraging.co to enforce any of the Terms or to exercise any right under the Terms will not be construed as a waiver to any extent of our rights.

## **14. Force Majeure**

We will not be responsible for any delay or failure to comply with our obligations under these Terms of Service if the delay or failure arises from any cause which was beyond our reasonable control including acts of public unrest, riot, war, malicious acts of damage, fires, electricity supply failure, Government authority. This does not affect any of your statutory rights.

## **15. Feedback**

We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding Arbitrating.co or our Services that you provide, whether by email, posting through our Services, blog, chats, or otherwise. Any Feedback you submit is non-confidential and shall become the sole property of Arbitrating.co. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes. We also have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website, blog or chat, if, in our opinion, your post does not comply with the content standards set out in this section.

## **16. Survival**

Should any provision of these Terms be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected. If any provision is determined to be unenforceable, you agree to an amendment by Arbitrating.co of such provision to provide for enforcement of the provisions intended, to the extent permitted by applicable law.

## **17. Governing Law, Language, and Translations**

The Terms are governed by and construed in accordance with English common law. These terms of use and any matters or disputes connected with this site will be governed by Singapore laws and will be dealt with in Singapore courts. Reproduction of the images and text on this site for any other purposes is prohibited.

All images and textual content on this website is copyright © Arbitrating.co.

You agree that these Terms, our Privacy Policy, and other notices posted through the Services have been drafted in English. Although translations in other languages of any of the foregoing documents may be available, such translations may not be up to date or complete. Accordingly, you agree that in the event of any conflict between the English language version of the foregoing documents and any other translations thereto, the English language version of such documents shall govern.

## **18. Amendments**

We may amend these Terms of use from time to time, so you should check and read these Terms of Use regularly. By continuing to use this website after any such amendment, you are deemed to have agreed to the amended terms of use.