

TERMS OF USE DA GLOBAL LIMITED

1. Introduction

These terms of use (“**Terms**”) constitute an electronic agreement between you (hereinafter “**Customer**”, “**You**”, “**you**”, “**Your**” or “**your**” means any natural person or legal entity) that has opened an Account with DA Global and accesses the Platform, acting directly or through one or more duly authorised representatives.) and DA Global Limited (the “**Company**”), a company incorporated in Gibraltar with registered number 124969, which is registered by the Gibraltar Financial Services Commission as a Virtual Asset Arrangement Provider under the Proceeds of Crime Act 2015 (Relevant Financial Business) (Registration) Regulations 2021 (“**DA Global**” “**we**”, “**our**” or “**us**”). Please note that, as used herein, “**DA Global**”, “**we**”, “**our**” and “**us**” refers to the Company, including but not limited to, its owners, directors, investors, officers, employees, agents or other related parties, unless otherwise provided herein.

The Terms govern the relationship between DA Global, being the provider of the Conversion Services (as defined below), and you being a registered User (as defined below) of such Conversion Services.

The Services are offered to you via the DA Global website (“**Website**”) and the DA Global mobile application (“**App**”) (together, the “**Platform**”).

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING AND USING THE PLATFORM YOU WARRANT THAT YOU ACKNOWLEDGE THE RISK ASSOCIATED WITH THE USE OF THE PLATFORM AND THE SERVICES, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS, INCLUDING ALL OF THE WARRANTIES, INDEMNITIES, AND LIMITATIONS OF LIABILITY CONTAINED HEREIN.

You have the right to refuse being bound by the Terms. Please note that we do not provide Users with the ability to negotiate the Terms. Therefore, if you wish to refuse and/or withdraw from the Terms, you should not use and access the Platform and the Services, or stop doing so, and remove the App from your device.

We reserve the right, at our sole discretion, to change or modify the Terms at any time. It remains your responsibility to access and check the Terms whenever you access the Platform. The latest version of the Terms will govern any future usage by you of the Platform and the Conversion Services.

You are solely responsible for understanding and complying with any and all laws, rules, and regulations that may be applicable to you in connection with your use of the Platform and any and all Conversion Services.

The Terms incorporate the Privacy Policy all of which are available at www.arqfinance.com, as well as any other policy that we may publish from time to time on the Platform (together, the “**Policies**”), and reference to the Terms shall include the Policies. By accepting these Terms, you agree with and accept the Policies.

2. Definitions and Interpretation

2.1. In reading the Terms, please note the following:

- Clause, Schedule and paragraph headings shall not affect the interpretation of these Terms.
- A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- Any applicable Schedules form part of these Terms and shall have effect as if set out in full in the body of these Terms. Any reference to these terms includes the Schedules.
- A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular and a reference to one gender shall include a reference to the other genders.
- These Terms and any other applicable DA Global terms shall be binding on, and enure to the benefit of, the parties to the relevant DA Global terms and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- A reference to writing or written includes email and notifications made via the Platform.
- Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- Any reference to a legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Gibraltar, be deemed to include a reference to that which most nearly approximates to the equivalent legal term in that jurisdiction.
- A reference to any term or to any other agreement or document referred to in the Terms is a reference to the said term as varied or novated (in each case, other than in breach of the provisions of applicable Terms) from time to time.
- References to Clauses are to the Clauses of these Terms and unless otherwise stated are to Clauses within the Section in which the reference appears. References to paragraphs are also to paragraphs of the relevant Section.
- References to Schedules are to the Schedules of these Terms and references to paragraphs are to paragraphs of the relevant Schedule.
- Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- Legal Entity means any company, corporation, partnership, foundation, trust or other entity with legal personality (or, where applicable, capacity to contract) that opens an Account with DA Global.
- Authorised User means a natural person duly authorised to act on behalf of a Legal Entity in connection with an Account, including placing Orders and providing Instructions.

3. Services

3.1. We provide Users with the following services through the Platform (“**Conversion Services**”):

3.1.1. **Conversion Virtual Asset Services**

We provide Users with access to purchase and/or sell a number of supported cryptocurrencies and tokenised assets, including but not limited to stablecoins (“**Virtual Assets**”). The list of supported Virtual Assets is subject to change from time to time. The Services allow Users to:

- a. place Orders (as defined below) for the purchase of Virtual Assets from us in exchange for another Virtual Asset or for fiat money; and
- b. place Orders for purchase of fiat money from us in exchange for Virtual Assets; and
- c. place Orders for the conversion of Virtual Assets in exchange for Virtual Assets.

Please refer to section 5 below for the terms governing Orders pursuant to Services 3.1.3.a. and 3.1.3.b.

Conversion Services may involve interactions with other entities within the ARQ Group. By using these Services, you also agree to the terms applicable to such entities, which are available at www.argfinance.com.

3.2. We act solely as a principal, buying and selling Virtual Assets. We do not:

- Operate an exchange or marketplace;
- Provide brokerage or agency services; and/or
- Lending services.

Although DA Global does not offer custody and staking, these services may be provided by third-party partners under an agreement with DA Global (together with the Conversion Services, these will be collectively referred to as the “Services.”).

Transactions are conducted strictly on a principal to principal basis.

3.3. To enjoy access to the Services, you must first become a user (“**User**”) by registering and opening an account with DA Global through the Platform (“**Account**”) in accordance with section 7 below.

3.4. The Services are only accessible through an Account and are for the sole use and enjoyment of the User under which name the Account was opened (“**Account Holder**”).

3.5. Please note that from time to time, we may have to rely on certain third parties in order to provide the Services (“**Third Parties**”) and that, occasionally, you may be redirected to Third Parties’ platforms for submitting your payment and will be required to accept their specific terms and conditions. Your payment order will be handled and governed solely by the terms and conditions of such Third Parties. You are solely responsible to ensure that the terms and conditions of any such Third Parties are suitable to you.

3.6. **Costs**

You acknowledge and accept that Services may be subject to costs, including our Fees (as defined below), Third Party fees, network fees, and other costs (including any applicable tax), and that such Costs may be charged to you. We will show any Cost that is applied by us through the Platform prior to your execution of an Order.

3.7. You acknowledge and agree that due to the inherent nature of distributed ledger technology (being the technology underpinning Virtual Assets), completing purchase orders may take some time.

4. Eligibility

4.1. To access the Services you must:

- (a) if a natural person, be at least 18 years old; or
- (b) if a Legal Entity, be duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, and acting through duly authorised representatives;
- (c) Have full legal authority to enter into these Terms;
- (d) Not be a resident of, or located in, any jurisdiction where our services are prohibited; and
- (e) Not be subject to any sanctions lists issued by the UN, EU, OFAC, or other relevant authorities.

5. Orders

5.1. **Placement of Orders and Associated Powers**

5.1.1. Orders pursuant to Conversion Services (“**Orders**”) are placed on the Platform through your Account.

5.1.2. When placing an Order, you will be prompted to provide us with the information we require to effect the Order on your behalf (“**Instructions**”), including:

- a. the specific type of Virtual Asset or fiat money you intend to sell (“**Consideration**”);
- b. the amount of Consideration;

- c. the specific type of Virtual Asset or fiat money which you desire to purchase in exchange for the Consideration; and
 - d. any other information which we would require to fulfil the Order, as this may be from time to time.
- 5.1.3. You may not place an Order unless you have sufficient funds available on your wallet to cover the amount you intend to exchange under the Order.
- 5.1.4. It is your sole responsibility to ensure all information provided to us under the Instructions is accurate and correct. Orders should only be submitted after careful consideration and once you understand and accept the consequences of their placement. You shall be responsible for monitoring all your Orders until we confirm execution, suspension, refusal or cancellation of the Order.
- 5.1.5. We retain the right to immediately execute any Order and to act in accordance with any Instruction provided to us without further enquiry as to the genuineness, authority or the identity of the person using the Account to initiate such Instruction. Please remember that safeguarding your Account is your sole responsibility, in accordance with the applicable section.

5.2. Indicative prices of Virtual Assets

We may present via the Platform indicative prices of Virtual Assets quoted in fiat money and/or in any other Virtual Asset (“**Indicative Prices**”). Indicative Prices may be produced and provided by us or by Third Parties. Indicative Prices presented to you through the Platform shall reflect approximations of the prices made available by us at the time at which they are displayed. Such prices do not necessarily reflect the prices for the Virtual Asset as quoted by other third parties dealing with the same Virtual Assets. Indicative Prices are only provided for informational purposes, and do not constitute binding offers.

The final price of Virtual Assets will only be displayed upon the processing of an Order by you. When you initiate an Order, you will be given an exchange rate between the Consideration and desired Virtual Asset. You will have the time displayed in the Platform to execute this order before the price is updated, which may change from time to time.

BY EXECUTING AN ORDER, YOU UNDERSTAND THAT:

- (a) Prices are provided by us at our sole discretion and may differ from prevailing market prices;
- (b) A transaction is binding once you confirm acceptance of our quoted price by executing an Order;
- (c) All transactions are final and irreversible, except where required by law;
- (d) We do not guarantee continuous availability of the Conversion Services, or that any Virtual Asset can be bought or sold at a given time; and
- (e) Settlement of transactions may depend on blockchain network conditions, which may cause delays.

5.3. Limits on the amount of Consideration under an Order

We reserve the right to introduce minimum and maximum thresholds on the amounts of Consideration that Users may place in relation to an Order, to apply different thresholds to the different forms of Consideration, and to apply different thresholds to different Users. The applicable threshold for the Consideration you select will be displayed on the Platform at the time you place an Order. You may be requested to provide additional documentation regarding your sources of income and funds in order to validate your submission and, where applicable, to qualify for higher limits. Despite the automated process, You may submit a request to amend any such thresholds by writing to you at help@argfinance.com and we, in our sole discretion, may decide whether to accommodate or to refuse such a request.

We may set and modify, per user, product, asset, jurisdiction, or time period, quantitative and qualitative limits (e.g., transaction size, velocity, counterparties). We may require additional documents (including SoF/SoW) to raise limits. We may decline, cancel, or suspend any order that exceeds or is expected to exceed applicable limits or our risk appetite.

5.4. Execution of Orders

Orders are made with reference to and executed in accordance with DA Global price, which may be the prevailing market price(s), that are applicable to the Consideration and the specific Virtual Assets or fiat money that you wish to receive in exchange for the Consideration at the time of execution. The amount of Virtual Assets or fiat money received in exchange for the Consideration (“**Received Amount**”) will be automatically credited to the relevant wallet that is associated with your Account on the Platform. You accept that the Received Amount is complete and final even if the amount received may be higher or lower than that Indicative Price which was displayed at the time of placing your Order. Please note that this may happen due to the time required to execute your Order and the high volatility of the Virtual Asset markets as detailed in section below.

5.5. Costs

Any cost, including our Fees, any Third Party fee, and/or any other commissions and or cost associated (“**Costs**”) with the Conversion Services (including network fees) shall be deducted from the Consideration.

5.6. Pending Orders

Once you submit an Order, the Order will be in a pending state until it is executed (“**Pending Order**”). Please note that the exchange is not complete while the Order is in a pending state, and that the amount of Consideration that you have committed for the exchange will not be available to you. If the Order is executed successfully, you will automatically receive the Virtual Asset or fiat money on the relevant wallet in accordance with this Terms. If instead the Order is cancelled in accordance with this Terms, the amount of Consideration will be credited back to the original wallet from which the Consideration was sent, deducted of any applicable Cost (if any).

5.7. Modification of Orders

Please note that due to the nature of Virtual Assets, and to the fact that some parts of the Conversion Services lie outside of our control, any attempt to modify an Order may not result in that Order being modified. As such, any request to modify a Pending Order shall only amount to request for us to attempt to do so.

5.8. Cancellation of Orders

We reserve the right to cancel an Order or part of an Order at all times upon the occurrence of, or due to:

- a. any Order whose value or characteristics exceed, or are reasonably expected to exceed, the thresholds established by us from time to time in accordance with our internal risk classification policies, risk appetite, and ongoing internal assessments, including but not limited to thresholds based on transaction size, frequency, counterparties, jurisdiction, or product type;
- b. the Order being placed during a scheduled or unscheduled downtime of the Platform;
- c. the Order being made in violation or where we have reason to suspect that the Order has been made in violation of the Terms, or any applicable rule, law, or regulation;
- d. us having reasons to suspect that you may not be the person effecting the Order through your Account;
- e. the Order being non-marketable due to unfavourable market conditions;
- f. Third Parties, which we may rely upon to execute the Order being unable to provide support with the Order, for example instances where liquidity providers are unable to provide liquidity;
- g. any event outside of our control preventing us to provide access to the Platform or the Services, or to meet any other obligation we may be subject to under the Terms (“**Force Majeure Event**”);
- h. risk considerations;
- i. us deeming that executing the Order would go against our legitimate interest, in accordance with our reasonable discretion.

Please note that we disclaim any liability associated with the cancellation of Orders, as more thoroughly described in with this Terms

6. Custody & Wallets

- 6.1. Any custody services accessible via the Platform will be provided by third party providers, in agreement with DA Global and/or with DA Global’s affiliates.

7. Account

7.1. Registration Process

- 7.1.1. To open an Account on the Platform you must go through the registration process. The registration process effectively amounts to an application to DA Global for the opening of an Account on the Platform registered under your name, and does not under any circumstance grant you any right over or in connection with the use of or access to the Platform and the Services.

- 7.1.2. DA Global reserves the right in its sole discretion to decline the opening of an Account, and to temporarily or permanently suspend access to any Account (or any part of it) where required or recommended to do so by applicable governmental, regulatory or law enforcement authorities.
- 7.1.3. Being a Gibraltar company, DA Global is required to implement stringent anti-money laundering and counter terrorist financing measures to ensure that the Platform and the Services are not used for or in connection with illicit activities. We are fully committed to comply with any such requirement and to ensure that our Platform and Services are only used for legitimate purposes in accordance with the Terms. In order to do so, we apply certain identification and verification measures when you register to open an account with us, and from time to time on an ongoing basis (“**Verification Process**”).
- 7.1.4. Please note that the opening of the Account is subject to the Verification Process and, particularly, to meeting our anti-money laundering requirements, which may be amended from time to time (“**AML Requirements**”).
- 7.1.5. As part of the Account registration process, you will be required to choose username and password and, possibly, a multi-factor authentication system (collectively, “**Login Credentials**”). Please note that for security purposes we may require you to change the Login Credentials associated with your Account from time to time.
- 7.1.6. You may only access your Account using your Login Credentials unless otherwise authorised by us.

7.2. Verification Process

- 7.2.1. As part of the Verification Process, you will have to provide DA Global with some documentation and information which is required for us to establish and verify your identity and determine whether you meet the AML Requirements. Therefore, you shall provide us with the correct information that we may ask from you in order to carry out the Verification Process, which may include:
 - a. personal information such as but not limited to your name, address, date of birth;
 - b. contact information, including phone number, email address, and any other contact information which we may ask from time to time;
 - c. copies of identity documents, such as passport or driving license, as well as proof of address, and any other such document as we may see fit to verify your identity and place of residence; and
 - d. copies of documents to verify your source of funds and/or wealth, including (i) details of other electronic wallets you hold with third-party service providers; and (ii) information on or in connection with payments of Virtual Assets from wallets you hold with third-party service providers to the wallet.

- e. Where the Account is opened by a Legal Entity, DA Global may require additional information and documentation, including but not limited to: (i) constitutional documents (e.g., certificate of incorporation, bylaws or equivalent); (ii) information on directors, officers and authorised signatories; (iii) identification and verification of ultimate beneficial owners; (iv) evidence of authority of any Authorised User; and (v) source of funds and source of wealth at the entity level, in accordance with applicable AML/CFT laws and regulations.
- 7.2.2. DA Global reserves the right to, directly or indirectly (through third parties), make any inquiries we consider necessary to check the relevance and accuracy of the information you have provided as part of the Verification Process.
- 7.2.3. We may, at our sole discretion, determine whether you meet the AML requirements and are eligible to open or maintain an account and become or remain a user. We reserve the right to block, suspend, or restrict access to your account at any time, including after it has been opened, if we reasonably believe this is necessary to comply with legal, regulatory, or internal risk management obligations. We will inform you via in-app communication within a reasonable time, unless additional verification is needed.

7.3. Account Management

- 7.3.1. Subject to the Terms herein, you may only access your Account using the Login Credentials that are associated with it. You are solely responsible for managing and maintaining the security of your Login Credentials.
- 7.3.2. If you are unable to access your Account, please contact us at help@argfinance.com, providing a brief explanation on the reason as to why you are contacting us. However, please note while we may assist you in restoring access to your Account, we are under no obligation to do so.
- 7.3.3. We reserve the right to make your continued access to and use of the Account, the Platform, and the Services subject to a new Verification Process, and/or to the provision of additional information which we may require in order to determine whether you meet our AML Requirements as these may be from time to time.
- 7.3.4. You are responsible to ensure that the information associated with your Account is correct at all time, to maintain the correctness and veracity of any such information, and to notify us of any material change to it within 5 calendar days of such change taking place by writing to us at the following email address: help@argfinance.com.
- 7.3.5. You may find all information and details pertaining to your Account including to all of the activity taking place on your Account (“**Account Statements**”) on the

Platform. The Account Information will automatically include and display all activity as soon as reasonably practical right after the activity takes place on the Account.

- 7.3.6. Unless otherwise required by law, information which we make available to you through the Account Information (including confirmations and account statements) shall be deemed delivered to you within 1 calendar day of being available to you.
- 7.3.7. We may at our sole discretion withdraw or amend any Account Information at any time. To the extent permitted by law, and subject to any agreement to the contrary, you agree that we are under no obligation to provide you with Account Statements in paper form.
- 7.3.8. To object the accuracy of the Account Information or of any part of it, please write to us at the following email address help@argfinance.com.
- 7.3.9. The Account Statements is private to you, and is only made available:
 - a. to you, in your capacity as Account holder;
 - b. to DA Global, only to the extent necessary for us to provide the Services and in observance of applicable customer protections and privacy measures; and
 - c. to such other person to which DA Global must disclose the Account Information by virtue of applicable rules, laws, and regulations (if any).

7.4. Multiple Accounts

- 7.4.1. DA Global may, in its sole discretion, allow you to hold more than one Account and, always in its sole discretion, limit the number of Account that you may have under your name.
- 7.4.2. For the avoidance of doubt, each account shall be subject to the Terms independently and to the same extent.

7.5. Account Security

It is your responsibility to maintain access to your account secure, and to implement the following measures ("**Account Security**"):

- a. selecting a unique password that you do not use for other websites, by periodically updating your Login Credentials, and by keeping your Login Credentials and other forms of authentication confidential and separate from each other;
- b. keeping your Login Credentials strictly confidential;
- c. logging out of your Account whenever you are not using it;
- d. keeping any device, you use to gain access to the Platform safe and secure and locked with a secure password or other security mechanism and ensuring email account(s) you use to communicate with us are also secure and only accessed by you;
- e. changing your Account access information regularly;

- f. promptly notify us at help@argfinance.com of any SMS, email, questionnaire, survey, or other request of information requesting you to provide your Login Credentials, and under no circumstance providing such information through any such request. For the avoidance of doubt, we will never request your Login Credentials;
- g. notifying us promptly at help@argfinance.com if your Login Credential has been lost or stolen, or if you have reason to believe that any person other than you has gained or may gain access to it;

7.6. Unauthorised Use

- 7.6.1. If any activity on your Account was not authorised by you (“**Unauthorised Use**”), or if you have any reason to suspect so, you must inform us as soon as possible by writing to us at the following email address help@argfinance.com. For the avoidance of doubt, Unauthorised Use shall also cover instances where your Account was wrongly charged due to a mistake on our parts.
- 7.6.2. Failure to notify us within 2 months of the date of the Unauthorised Access may result in you losing your entitlement to have us investigate your matter and, subject to our reasonable discretion, correct it.

7.7. Right to set off

On the happening of any event which entitles us to be compensated by you (including, but not limited to, any technical errors on our behalf or on behalf of our Third Party providers), we shall be entitled to recover any sum due to us by deducting it from the amount payable to you under an Order. If the amount owed to us is in the form of a Virtual Asset or fiat money which is different to the Virtual Assets you have ordered, we shall convert the amount you have ordered to the currency of the amount you owe us by applying our exchange rates. Please note that we are under no obligation to inform you of any such conversion occurring.

7.8. Account Suspension and Termination

- 7.8.1. Users may terminate their Account at any time. Users may terminate their Account in the App.
- 7.8.2. The suspension or termination of an Account shall not affect the payment Cost that may be due for past activity on the Account or for past activity that is associated with the Account.
- 7.8.3. DA Global reserves the right to suspend or block the provision of the services to you and/or to immediately terminate your account if you refuse or fail to complete a verification process, including cases where you fail to provide the required information within the required time frame.
- 7.8.4. DA Global reserves the right to suspend or block the provision of the services to you, to immediately terminate your account, and to take further actions against you in case we suspect that the Account is used in contravention with the Terms,

and/or for or in connection with any illicit or fraudulent activity. This also includes, for example, provision of counterfeit documents and/or false personal information.

- 7.8.5. DA Global reserves the right to suspend or block the provision of the services to you and/or to immediately terminate your account, and to take further actions against you, if we establish or have reasonable grounds to suspect that a request made by you in relation to your Account was made fraudulently.
- 7.8.6. You may not terminate your Account if you, or any activity on or connected to your Account is subject to an ongoing investigation. we reserve the right to suspend or block and restrict access to your account and to freeze all virtual assets and fiat payments to you until the investigation is concluded.
- 7.8.7. Please note that we reserve the right to store information pertaining to your Account following termination and that such information will be treated in accordance with the Terms (incorporating any DA Global Policies).
- 7.8.8. Please note that following termination, you shall remain liable for any activity on or in connection with your Account that occurred at the time when your Account was open.

7.9. Law-Enforcement

We may place holds, delays, or restrictions on your Account or specific transactions, and we may freeze or segregate assets, where we reasonably believe such action is required to comply with law, a subpoena, court order, regulatory request, sanctions, or our internal AML/CFT controls, whether in Gibraltar or not. Where lawful, we may notify you; otherwise, we may be restricted from doing so.

8. Risk Warning

8.1. General

The risk of loss in trading or holding Virtual Assets can be substantial. You should therefore carefully consider whether trading or holding Virtual Assets is a suitable activity for you in light of your financial circumstances. You acknowledge that using Virtual Assets, their networks and protocols, involves serious risks. It is your duty to learn about all the risks involved with Virtual Assets, their protocols and networks. Even if we inform you of some of the risks involved with Virtual Assets, their protocols and networks, DA Global has no responsibility to alert you of all risks involved. DA Global has no control over and makes no representations regarding the value of Virtual Assets, or the security of their networks or protocols. You hereby further acknowledge that the Virtual Assets markets are determined by demand and supply only. The Virtual Assets market is a dynamic arena and their respective prices are often highly unpredictable and volatile. The prices of Virtual Assets are usually not transparent and are frequently highly speculative and susceptible to market manipulation. In the worst case scenario, the product could be rendered worthless. Moreover, there is always a risk that

changes in the applicable legislative or regulatory regime may adversely affect the use, transfer, exchange, and value of Virtual Assets. Virtual Assets' markets and exchanges are not currently regulated with the same control, and customers are not entitled to the same protections, available in relation to other financial instruments. You are solely responsible for determining whether any contemplated or actioned use of the Services is appropriate based on your personal goals, financial status and risk willingness. We do not guarantee the availability of any exchange rate. We do not guarantee that you will be able to buy and/or sell your Virtual Assets on the open market at any particular price or time.

8.2. No Advice or Guarantee

The content provided as part of the Services is for informational purposes only, and should not be considered legal or financial advice. We may provide information on the price, range or volatility of Virtual Assets and events that have affected the price of Virtual Assets, but it should not be considered as investment or financial advice and should not be construed as such. DA Global is not acting and cannot act as an advisor, including as to any financial, legal, investment, insurance or tax matters. Any information provided by DA Global is for general information only. You are solely responsible for determining whether any contemplated transaction is appropriate for you. You should consult with an attorney or other professional to determine what may be best for your individual needs. DA Global does not make any guarantee or other promise as to any results that may be obtained from using the Services. You should not make any investment decision without first consulting your financial advisor and conducting your own research and due diligence.

8.3. Internet and Computers Transmission Risks

There are risks associated with utilising an Internet-based system including, but not limited to, the failure of hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information or assets (including your Virtual Assets) stored on your behalf. Additionally, there is a risk of cyber-attacks on the security, integrity or operation of the Virtual Assets' distributed ledger technology or any other underlying technology.

8.4. Distributed Ledger Technology Risks

Distributed ledger technology (also referred to throughout the Terms as "**blockchain**") may be an independent public peer-to-peer network and not controlled in any way or manner by us and, as such, we shall not be responsible for any failure, mistake, error or breach which shall occur on the blockchain or in any other networks on which the Virtual Assets are being issued or otherwise traded. You will be bound and subject to any change or amendments in the blockchain system and subject to any applicable law which may apply to the blockchain. We make no representation or warranty of any kind, express or implied, statutory or otherwise, regarding the blockchain functionality nor for any breach of security in the blockchain.

8.5. Forks

The underlying protocols are subject to sudden changes in operating rules, and third parties may from time to time create a copy of a virtual assets network and implement changes in

operating rules or other features (“**Forks**”) that may result in more than one version of a network (each, a “**Forked Network**”) and more than one version of a virtual asset (“**Forked Assets**”).

You understand and acknowledge that Forked Networks and the available supply of any Forked Assets are wholly outside of the control of DA Global, and you further acknowledge that our ability to deliver Forked Assets resulting from a Forked Network may depend on third-parties that are outside of our control. You understand and acknowledge that Forks may materially affect the value, function, and/or even the name of the virtual assets you store in your wallet(s). In the event of a Fork, you understand and acknowledge that DA Global may temporarily suspend the Services (with or without advance notice to you) while we determine, at our sole discretion, which Forked Network(s) to support.

8.6. Past performance is not an indication for future performance

Exchange rates are subject to fluctuations outside our control. Past movements or trends in the movement of Virtual Assets’ and fiat money exchange rates should not be taken as an indicator of future movements in such exchange rates.

9. Fees

9.1. By using our Services you may incur certain fees and commissions as set out and available at the App in Account Fees (the “**Fees**”), and as may be presented to you through the Platform when accessing and using the different Services. We may revise and update the different Fees that are applicable to the Services from time to time and at our sole discretion. In consideration of us providing you with the Services, you authorise DA Global to automatically debit your Account for any Fee due to us in accordance with the Terms.

10. Taxes

10.1. Our Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, accessible by any jurisdiction whatsoever (collectively, “**Taxes**”). You are responsible for paying all Taxes associated with your Account hereunder, including all applicable country, federal, state and local taxes if applicable. If we have the legal obligation to pay or collect Taxes for which you are responsible, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. You also agree that we may set-off such amounts.

11. Intellectual Property

11.1. All content on the Platform is the property of DA Global and, unless otherwise specified herein, is protected by copyright, patent, trademark and any other right that is available to us under applicable laws for the protection of intangible assets.

11.2. Subject to this Terms, the trademarks, trade names, service marks and logos of DA Global and others, software, applications, text, images, graphics, data, prices, trades, charts, graphs, video, audio materials, and any other form of intellectual property or intangible assets (“**Intellectual Property**”) used on the Platform belong to DA Global. You shall not copy, reproduce, modify, republish, upload, post, transmit, scrape, collect or distribute in any way, form or by any means, whether manual or automated, any part of our Intellectual Property. Any such unauthorized use may violate our rights under applicable laws and could result in criminal or civil penalties against you.

11.3. Notwithstanding any of the above, any Intellectual Property on the Platform belonging to a third party shall remain property of that third party.

12. Treatment of your personal information

12.1. Please rest assured that any Personal Information (as defined under Regulation (EU) 2016/679 (“**GDPR**”)) that we may need to process to provide you with the Platform and the Services or in connection with the Platform and the Services, will be processed in accordance with our Privacy Policy, as amended from time to time, available at www.arqfinance.com, and in observance with any rule, law, and regulation as may be applicable to us from time to time when carrying out such processing.

12.2. You consent to our collecting, verifying, transmitting, receiving, and retaining originator and beneficiary information and other compliance data for qualifying virtual asset transfers in order to comply with applicable “Travel Rule” requirements and other AML/CFT obligations, including transfers to or from self-hosted wallets.

12.3. You authorise disclosures to counterpart VASPs, banks, payment providers, our vendors, and competent authorities, and acknowledge that transfers may be delayed, rejected, returned, or blocked where Travel Rule information is incomplete or cannot be verified to our reasonable satisfaction.

13. Disclaimer

13.1. The Platform and the Services are provided “as is”, without guarantees of any kind, either expressed or implied. While we strive to maintain access to the Platform, all online services suffer from occasional disruptions and outages and we are not liable for any disruption or loss you may suffer as a result. Therefore, please note that we do not provide any guarantees that access to the Platform and the Services will not be interrupted or that there will be no delays, failures, errors, omissions or loss of transmitted information. However, we use reasonable endeavours to ensure that you can access the Platform and the Services in accordance with these Terms. Please also note that we may suspend access to the Platform for maintenance and that will make reasonable efforts to give you sufficient notice of such disruption. However, you acknowledge and accept that this may not be possible in an emergency.

- 13.2. For the avoidance of doubt, the Platform and any other online or offline material offered or produced by us, does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised, to any person for whom access and use of the Services and the Platform is unlawful, or to whom it is otherwise unlawful to make such an offer or solicitation.
- 13.3. DA Global does not offer or intend to offer, nor purport to offer to you or any of the Users any investment or financial advice, nor any other form of advice in relation to the Services.
- 13.4. For the avoidance of doubt, the ability to access the Platform and the Services does not mean that the Services are legally viable under rules, laws, and regulations that are applicable to you. It is your sole responsibility to verify that you have the legal capacity to access and to use the Platform and the Services. Failing to do so constitutes a breach of the duty you are subject to under the warranties listed in this Terms.
- 13.5. We do not provide any guarantee for any Third Party. You acknowledge and agree that you are solely responsible for your relationship with any Third Party. We shall not be liable for anything arising out or as a result of your acceptance to be bound to any Third Party terms and conditions
- 13.6. You understand and acknowledge that we do not guarantee that Orders placed on the Platform will be executed, and that we have the right to cancel any Order in accordance with section 5.8 above, without any liability whatsoever to the fullest extent permitted by law, including but not limited to liability for the items set out in this Terms.
- 13.7. We do not guarantee uninterrupted or error free use of the Conversion Services;
- 13.8. We shall not be liable for any inability to modify an Instruction. You understand and agree that, if an instruction cannot be cancelled or modified, you are bound by any execution of the original instruction.
- 13.9. We shall not be responsible or liable for any loss, damage, or other form of sufferance resulting from any of the risks detailed in this Terms.
- 13.10. We shall not be liable for, and we shall enjoy sole discretion when determining whether or not to support a forked network. You agree that we may determine the approach to such forked assets, which may include abandoning or otherwise electing not to support such forked assets as part of the services. You understand and hereby acknowledge that DA Global is unlikely to support most forked networks and that most forked assets will likely not be made available to you, and that you shall have no right, claim, or other privilege to a forked asset that is not supported by DA Global.

14. Warranties

14.1. You hereby warrant and guarantee that in accessing and/or using the Platform and the Services:

- 14.1.1. you are complying with the Terms and that you will comply with the Terms at all time;
- 14.1.2. you are complying with all rules, laws, and regulations applicable to you (as these may be from time to time) by virtue of your place of residence, or by virtue of any circumstance that is otherwise specific to you;
- 14.1.3. if you are a natural person, that you are at least 18 years old;
- 14.1.4. you are of sound mind, and legally capable of taking responsibility for your own actions;
- 14.1.5. you will comply at all times with the Terms and will not take any action which is in breach of the Terms, or any applicable law, rule, and regulation, or cause, induce and/or assist any other person to carry out any such action;
- 14.1.6. you will not behave immorally, and in a manner that may put our reputation at risk;
- 14.1.7. any and all information that is associated with your Account is correct and that you shall maintain it correct and up to date;
- 14.1.8. any and all Virtual Assets and fiat money paid by you in connection with your Account and with the Platform derives exclusively from legitimate activities;
- 14.1.9. you will ensure that any and all information provided under each Order is accurate, correct and a reflection of your intention;
- 14.1.10. you shall maintain the Account Security at all time;
- 14.1.11. you are entitled to and have all necessary rights to any Intellectual Property submitted by you or otherwise uploaded to the Platform;
- 14.1.12. before using any of the Services, you shall make your own independent assessment as to whether the Services are appropriate for you, based upon your understanding of the risks detailed in in this Terms, upon your own judgment, and upon such independent advice as you may seek from any third party advisers to the extent to deem it necessary.
- 14.1.13. you shall not use any Virtual Assets you receive through the use of the Platform to finance, engage in, or otherwise support any unlawful activities;
- 14.1.14. you shall not interfere with or attempt to interrupt the proper operation of the Platform through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Conversion Services through hacking or any other means;
- 14.1.15. using the Platform is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and your use of the Conversion Services shall be in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);
- 14.1.16. unless you expressly request otherwise through the opt out boxes and communications, you agree to receive marketing content and news from DA Global.
- 14.1.17. By accepting these Terms you accept that you wish to receive the Conversion Services from DA Global.

- 14.1.18. you will comply with any applicable tax obligations in your jurisdiction arising from your use of the Services;
- 14.1.19. you will monitor all and any changes to your Account and take all steps to maintain and ensure the confidentiality of your Account's credentials, including, but not limited to passwords and emails and/or usernames;
- 14.1.20. you are responsible for any and all damages caused, and all liability actions brought against DA Global for any breach infringement of these Terms or of any third-party rights or violation of any applicable laws;
- 14.1.21. nothing in these Terms excludes or limits your liability for fraud, misconduct or potential losses caused by your negligence, breach of the Terms implied by operation of law or any other liability which may not be limited or excluded by law;
- 14.1.22. any errors or malfunctions caused by or otherwise related to the Conversion Services including your own failure to properly maintain or use your Account may result in the loss of Virtual Assets;
- 14.1.23. you acknowledge and agree that DA Global may, where applicable, make payments to third parties that help initiate, conclude or maintain a business relationship between DA Global (or DA Global's affiliates) and its clients. These payments may include rebates, commission, widened spreads, and profit sharing;
- 14.1.24. you will provide DA Global with correct and relevant documents and personal information upon request. In case you provide counterfeit documents and false personal information, such behaviour will be interpreted as a fraudulent activity; and
- 14.1.25. you are responsible for implementing all reasonable and appropriate measures for maintaining the confidentiality and security of your Account name, user ID, passwords, Account credentials, personal identification and mobile unlock codes that you use to access the Applications.
- 14.1.26. you are not engaged, either directly or indirectly, in any of the following prohibited activities:
 - a. registration of more than one Account, unless explicitly allowed by us ;
 - b. registration of an Account if your previous account was suspended indefinitely or terminated by us, unless explicitly allowed by us ;
 - c. participation in any attempts to manipulate or in any way subvert the rights or obligations of DA Global, any User, or any third party;
 - d. initiation or in any way participation in any attempts to gain unauthorized access to any part of the Platform, or in any way impair the security, functionality or performance of the Platform, or the Conversion Services;
 - e. infringement of DA Global's or any third party's Intellectual Property, or rights of publicity or privacy;
 - f. act in a manner that is defamatory, libellous, threatening or harassing with respect to your interaction with us;
 - g. harass DA Global employees, agents, or other DA Global Account holders;
 - h. provide us with false, inaccurate or misleading information;
 - i. refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to DA Global; and

- j. you are entitled to and have all necessary rights to any Intellectual Property submitted by you or otherwise uploaded to the Platform.
- k. human trafficking;
- l. money laundering, terrorist financing, proliferation of weapons of mass destruction;
- m. any goods or services that are illegal or the promotion, offer or marketing of which is illegal or that are offered in connection with illegal, obscene or pornographic content, depict children or minors in sexual postures, depict means of propaganda or signs of unconditional organisations glorifying war or violating human dignity;
- n. any goods or services, promotion, offer or marketing of which would violate copyrights, industrial property rights or other rights of any person;
- o. archaeological findings;
- p. drugs, narcotics or hallucinogens;
- q. weapons of any kind;
- r. illegal gambling services;
- s. Ponzi, pyramid or any other “get rich quick” schemes;
- t. goods that are subject to any trade embargo;
- u. media that is harmful to minors and violates laws and, in particular, the provision in respect of the protection of minors;
- v. body parts or human remains;
- w. protected animals or protected plants; or
- x. any other illegal goods, services, transactions or activities.

14.2. Where You are a Legal Entity, You further warrant and represent that:

- a. You have full power, authority and legal capacity to enter into and perform these Terms;
- b. these Terms constitute valid and binding obligations enforceable against You;
- c. all Authorised Users are duly appointed and acting within the scope of their authority; and
- d. Your use of the Services complies with all corporate, tax, regulatory and accounting obligations applicable to You.

14.2.DA Global hereby warrants to you that we shall provide the Services with reasonable care and skill in accordance with the Terms, and that we endeavour that the Platform provides for a safe environment for you to enjoy the Services.

15.Indemnities

15.1.To the widest extent permitted by law, you hereby agree to protect, defend, indemnify and hold us harmless from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by us directly or indirectly arising from:

- 15.1.1. your use of and access to the Platform and the Services;
- 15.1.2. any breach of the Terms, including a breach of any of the warranties;

- 15.1.3. any breach of any rule, law or regulation on your part, and any immoral behaviour you undertake, either directly or indirectly;
- 15.1.4. your acceptance, breach, or any other activity connected to Third Parties' terms and conditions;
- 15.1.5. your violation of any Third Party right, including without limitation any Intellectual Property or other proprietary right;
- 15.1.6. your inability to access or use the Services, including your inability to execute an Order, resulting from:
 - a. your non-compliance with any Verification Process or other compliance procedures which we may, in our reasonable discretion, require you to go through from time to time;
 - b. any applicable rule, law, or regulation;
 - c. any Unauthorised Use, arising out of or in connection with your breach of the Terms, including any failure to safeguard the security of your Account;
 - d. any damage or losses resulting from theft or any loss of control of your Account, other than theft and loss of control resulting from our fault or negligence.

The indemnification obligations under this section shall survive any termination or expiration of the Terms or the User's use of the Platform or the Services.

16. Limitations of Liability

16.1. TO THE WIDEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL DA GLOBAL, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS BE LIABLE TO THE USERS OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES WHATSOEVER, CAUSED BY ANY OF THE FOLLOWING, INCLUDING BUT NOT LIMITED TO (I) ANY ERRORS, MISTAKES OR OMISSIONS BY THE USERS WHEN USING THE PLATFORM OR THE SERVICES WHICH CAUSE OR RESULT IN THE LOSS OF ANY AND ALL OF THEIR VIRTUAL ASSETS, (II) ACCURACY, COMPLETENESS OR CONTENT OF AND ON THE PLATFORM, (III) ACCURACY, COMPLETENESS OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO OUR PLATFORM, (IV) THE PLATFORM OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE PLATFORM, (V) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (VI) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VII) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VIII) ANY INTERRUPTION OR CESSATION OF THE SERVICES, THE PLATFORM OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE PLATFORM, (IX) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THE PLATFORM OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE PLATFORM, (X) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE AND/OR (XI) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A

RESULT OF A USER'S USE OF THE PLATFORM OR THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY AND WHETHER OR NOT DA GLOBAL IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE PLATFORM OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. IN ADDITION, THE USER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL DA GLOBAL'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY THE USER FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR THE USER'S USE OF THE SITE, THE PLATFORM OR THE SERVICES.

16.2. THIS SECTION SHALL NOT EXCLUDE OR LIMIT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY GIBRALTAR LAW.

17. Miscellaneous

17.1. You agree and consent for us to communicate with you through the Platform and through the primary email address that is associated with your Account ("**Primary Email Address**").

17.2. We may monitor and record communications (including calls and chats) for compliance, quality, and evidentiary purposes, and retain such records consistent with our policies and applicable law. If we provide translations, the English version prevails in case of conflict.

17.3. It is your responsibility to ensure that you log onto and regularly review the information that we make available to you through the Platform and the Primary Email Address. You shall also review and respond to any notice which we may send you regarding your Account Information, and to promptly reply to any of our questions. Failure to contact us in a timely manner in accordance with the Terms may result in loss of funds and/or important rights.

17.4. You and DA Global agree that any party hereto may bring claims against the others only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No adjudicator may consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded to any User cannot and may not affect any other User.

17.5. These Terms do not intend to confer any benefit on any third party, and no third party shall have any rights to enforce any of these terms against us.

17.6. You may not transfer, assign, or sell any rights or obligations you have under the Terms or otherwise grant any third party a legal or equitable interest over your Account without our

prior written consent. DA Global reserves the right to transfer or assign the Terms or any right or obligation under the same to any party and at any time.

17.7. If we fail to enforce any of our rights under any of these Terms, or applicable laws, it shall not be deemed to constitute a waiver of such right.

17.8. We may comply with any subpoena, levy, or other legal process brought against you if we believe it to be valid. We may notify you of such a process electronically, by phone, or in writing.

17.9. We reserve the right, but shall have no responsibility, to edit, modify, refuse to post or remove any content, in whole or in part, from the Platform if we deemed that such content is objectionable, erroneous, illegal, fraudulent or otherwise in violation of these Terms.

17.10. Unless stated otherwise in these Terms, if any provision of the Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the extent possible.

17.11. We reserve the right to amend, revise, modify, and/or change the Terms and/or the Services at any time. All changes shall take effect immediately and such updated version of the Terms shall be published through the Platform. You are solely responsible to periodically review the Terms. If you do not agree with any such modification, your sole and exclusive remedy is to stop your use of the Services and submit a request to terminate your Account. You agree that we shall not be liable to you or any third party for any modification or termination of the Services and/or these Terms, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth herein.

17.12. We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of our Services.

17.13. The Terms, including the Policies and any other document or information incorporated by reference constitutes the entire agreement between you and DA Global, and govern your access to the Platform and use of the Services, superseding any prior agreements between you and DA Global with respect to the Platform and the Services.

17.14. If any provision or section of the Terms is found by a court of the competent jurisdiction or arbitrator to be invalid or unenforceable, the parties agree that the court or arbitrator should endeavour to give effect to the parties' intentions as reflected in the provision, and that the other provisions of these Terms shall remain in full force and effect. If the court or arbitrator cannot do so, then the parties agree that the court or arbitrator should strike the invalid or unenforceable provisions, and that the remaining provisions be given their full force and effect.

- 17.15. You may not access or use the Services if you (a) are listed on, or owned or controlled by a person listed on, any applicable sanctions list (including, but not limited to, UN, EU, UK OFSI FATF, and US OFAC), (b) are resident, located, or ordinarily present in any jurisdiction designated by us as restricted or high risk (each a Restricted Jurisdiction), (c) are a minor under the laws of your country of residence, or (d) previously had an account suspended or terminated by us without our written consent.
- 17.16. You represent and warrant that your use of the Services will not violate any export control, sanctions, or anti-boycott laws. We may freeze, delay, refuse, or reverse any transaction or access to the Services where we reasonably believe such action is necessary to comply with applicable law or our internal risk policies.

18. User Support and Complaints

- 18.1. We take complaints seriously. Should you wish to make a formal complaint about us, about the Platform or about the Services we provide, please refer to our Complaints Policy which we have made available at help@arqfinance.com.
- 18.2. Please note that you have the right to request, at any time and in your sole discretion, a copy of the respective Terms as well as any of the information of the applicable rights that you enjoy by virtue of the Gibraltar Financial Services Act of 2019.

19. Governing Law and Dispute Resolution

- 19.1. The Terms are governed by and construed in accordance with the laws of Gibraltar, unless otherwise expressly provided herein.
- 19.2. Except for disputes where either party requests injunctive or equitable relief related to alleged misuse of intellectual property (such as copyrights, trademarks, trade names, logos, trade secrets, or patents), both you and DA Global (i) give up the right to resolve disputes in court, and (ii) waive the right to a jury trial. Instead, all disputes arising out of or connected to these Terms will be resolved through binding arbitration, meaning that a neutral arbitrator, not a judge or jury, will make a final and enforceable decision.
- 19.3. Any dispute under these Terms must be handled individually between you and DA Global. Neither party may bring or participate in class arbitrations, class actions, or any type of representative proceeding. Arbitration or litigation on a class, collective, or group basis is strictly prohibited.
- 19.4. Any dispute concerning these Terms—including their validity, scope, or termination—shall be decided under the Rules of the London Court of International Arbitration (“LCIA Rules”), which are available at http://www.lcia.org/Dispute_Resolution_Services/lcia-arbitration-rules-2014.aspx and are incorporated into this section. By accepting these Terms, you acknowledge that you have read and understood the LCIA Rules, or you waive any objection to their applicability.

- 19.5. Both Parties agree to provide written notice of a dispute within 30 days of its occurrence in an attempt to resolve it amicably. You must send notice to DA Global via help@arqfinance.com and include your name, contact details, a detailed description of the dispute, and the remedy you seek. DA Global will send notices to the email address linked to your account. If the dispute cannot be resolved within thirty (30) days, either party may begin arbitration (or bring a court action only where specifically allowed under this Section 19).
- 19.6. The arbitration shall take place in Gibraltar, before a single arbitrator, and will be conducted confidentially under the LCIA Rules. The language of the proceedings shall be English. Gibraltar law will govern these Terms, and Gibraltar courts will have exclusive authority regarding appeals and enforcement of arbitral awards.
- 19.7. The arbitrator, applying these Terms and the LCIA Rules, will have the sole authority to decide both procedural and substantive issues related to the dispute, including whether a claim is subject to arbitration. The arbitrator may grant any remedy available in court, except that class arbitrations, representative actions, and consolidation of multiple parties' claims are prohibited.
- 19.8. If any part of this Section is deemed invalid or unenforceable, it will be enforced to the maximum extent permitted by law. The remaining provisions, including the waivers, will remain valid and enforceable unless prohibited by applicable law.

Updated on May 25, 2026