

Terms of Service

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1. Introduction

Welcome to <https://deorderbook.com>, a website-hosted user interface, and any associated software or services (collectively the "Interface") provided by DeOrderBook, a decentralized finance (DeFi) options protocol. DeOrderBook will be referred to throughout this document as ("DeOrderBook, "we", "our", or "us").

The Interface provides access to a decentralized protocol on the blockchain that allows users to transact certain digital assets through the use of smart contracts (the "Protocol").

The DeOrderBook User Terms of Service is an agreement ("Agreement" or "Terms") between DeOrderBook, the owner and operator of the Interface and you ("you", "your" or "user(s)", a user of the Interface.

By using our platform, services, or products, you agree to comply with and be bound by the following terms and conditions.

You must read this Agreement carefully. By accessing or using the Interface, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree to these Terms, you must not access or use the Interface.

If you have any questions in relation to our Terms of Service, please feel free to contact us via email at support@deorderbook.com.

2. Use and Eligibility

As a condition to accessing or using the Interface, you represent, warrant, and covenant to DeOrderBook the following:

- you are not located in, reside, incorporated in, or have a registered office in any country that generally prohibits the trading of crypto assets or prohibits digital asset transactions

(collectively, "Restricted Territories" or singularly a "Restricted Territory");

- you only will transfer legally-obtained Digital Assets (defined below) that belong to you (or you are legally authorized to use), when using, transacting, or connecting to the Interface;
- you shall maintain the security and confidentiality of your private keys associated with any Blockchain Technology (defined below) address, passwords, and API keys;
- your access to the Interface is not (a) prohibited by and does not otherwise violate or assist you to violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or another directive, requirement, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over DeOrderBook, you, the Interface or Protocol, or as otherwise duly enacted, enforceable by law, the common law or equity (collectively, "Applicable Laws"); and (b) contributing to or facilitating any illegal activity;
- you will obey all Applicable Laws in connection with using the Interface, and you will not use the Interface or Protocol if any Applicable Laws prohibit you from doing so;
- you understand the inherent risks associated with Blockchain Technology, the Protocol, and the Interface, which may result in the loss of some or all of your Digital Assets;
- you have sufficient knowledge, market sophistication, professional advice, and experience to make your evaluation of the merits and risks of any transaction conducted in connection with the Interface, Protocol, or any Digital Asset;
- you accept all consequences of using the Interface, including the risk that you may lose access to your Digital Assets indefinitely;
- you are solely responsible for evaluating and understanding any risks related to any transactions involving the Interface, Protocol, and your Digital Assets including, but not limited to, long or short positions using the Protocol; and
- you do not, and will not, use VPN software or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Interface.

3. Age

You represent and warrant that you are at least the age of majority in your jurisdiction (e.g., eighteen years old) and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself or any company or legal entity for which you may access or use the Interface.

4. Privacy

We care about your privacy. Please note that when you use the Interface, you are interacting with Blockchain Technology, which provides transparency into your transactions. DeOrderBook does not control and is not responsible for any information you make public on Blockchain Technology by either using the Interface or accessing the Protocol.

The only information we collect from you is your blockchain wallet address, completed transaction hashes, and the digital asset names, symbols, or other blockchain identifiers of the digital assets that you use for transactions. We do not collect any personal information from you (e.g., your name or other identifiers that can be linked to you). We do, however, use third-party service providers, like Alchemy. We do not control how these third parties handle your data and you should review their privacy policies to understand how they collect, use, and share your personal information. For more information, please see our Privacy Policy.

We use the Digital wallet address that you use to connect with the Interface to detect, prevent, and mitigate financial crime and other illicit or harmful activities on the Interface. For these purposes, we may share the Digital wallet address we collect with blockchain analytics providers. We share information with these service providers only so that they can help us promote the safety, security, and integrity of the Interface. We do not retain the information we collect any longer than necessary for these purposes.

If you have additional questions regarding our data privacy practices please visit our Privacy Policy. Our Privacy Policy is incorporated by reference into this Agreement.

5. Prohibited Activity

You may not use the Interface to engage in the following categories of activity set forth below or any activities that we determine in our sole discretion may harm us or a third party (“Prohibited Uses”). The Prohibited Uses include but are not limited to:

- Any activity that violates any relevant and applicable anti-money laundering and anti-terrorist financing laws and sanctions programs, such as, without limitation, the Bank Secrecy Act and the U.S. Department of Treasury’s Office of Foreign Asset Controls (“Financing Laws”).
- Any transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under Applicable Law, including but not limited to, sales, distribution, or access to counterfeit software, or other licensed materials without the appropriate authorization from the rights holder; use of DeOrderBook’s Intellectual Property (defined below) without express consent from DeOrderBook.
- Any activity that seeks to interfere with or compromise the integrity, security, or proper functioning of the Interface or computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses; denial-of-service attacks; use of any robot, spider, crawler, scraper or other automated means to extract or export data collected through the Interface; and conduct that imposes, or may impose, an unreasonable or disproportionately large load on our infrastructure.
- Any activity that seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another, or any action that implies an untrue endorsement by or affiliation with DeOrderBook.
- Any activity that violates any Applicable Law including but not limited to laws or regulations concerning the integrity of trading markets such as manipulative tactics like spoofing or wash trading.

- Any use of the Interface to stalk, harass, bully, or harm another individual, or use of the Interface in any way that is defamatory, obscene, invasive, threatening, or harassing.

6. Access

After connecting your Digital Wallet (defined below) and complying with all obligations as set forth within this Agreement, we may grant you a fully revocable right to access and use the Interface in accordance with this Agreement and any additional instructions. Your access and use of the Interface is limited to yourself, and where you are an organization or entity any persons authorized by your organization or entity, you may not transfer or assign your access to any third parties. All rights not explicitly granted are reserved for DeOrderBook.

Your access to use our Interface may be suspended or terminated, If you breach any of these access provisions or at our discretion. Additionally, we may revoke your access to our Interface if we believe that your actions may harm us, our business interests, or any third party rights. Failure by us to revoke your access does not act as a waiver of your conduct. Nothing in this Agreement obligates us to provide you any access or use of the Interface.

7. Digital Wallet

In order to access the Protocol through the Interface you may be required to connect a digital wallet that is hosted by you or a third party (“Digital Wallet”) that contains digital assets (“Digital Assets”) legally owned by you. You are solely responsible for any transactions or transmissions that occur with your Digital Wallet. You agree to notify DeOrderBook immediately of any unauthorized use or other breach of security of your Digital Wallet. DeOrderBook will not be liable for any losses you incur as a result of someone else using your Digital Wallet. However, you could be held liable for losses incurred by DeOrderBook or another party due to someone else using your Digital Wallet.

Any Digital Wallets connected to the Interface are non-custodial, meaning that DeOrderBook does not control your Digital Wallet and has

no access to your private encryption keys. Under no circumstances should you attempt to use your Digital Wallet to store or transact any non-supported Digital Assets. DeOrderBook assumes no responsibility or liability in connection with any usage of your Digital Wallet with the Interface or Protocol, and you are solely responsible for your use of your Digital Wallet, including transfers of Digital Assets.

8. Interface

Use of the Interface, in particular for transactions involving Digital Assets, are highly volatile, experimental, and may carry financial risk. All transaction decisions are made solely by you. We accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with, your use of the Interface for performing Digital Asset transactions through the Protocol, including but not limited to you entering into any long short positions or trading Digital Assets. The Interface attempts to provide up-to-date information for all Digital Assets listed; however, due to the nature of Digital Assets some information may be out of date or inaccurate. As you control your own Digital Wallet you are solely responsible for verifying any information regarding the Digital Assets, the Interface, and the Protocol.

9. Protocol

No representation is made as to the accuracy, completeness, or appropriateness for any particular purpose of any information distributed via the Interface or otherwise encountered when using the Interface. We are not liable to you for any inaccurately quoted information including but not limited to Digital Asset rates or pricing rates for any Digital Assets. Our Interface cannot control the timing of any transactions, transaction times are based on your Digital Assets and the Blockchain Technology selected, and we are not liable or responsible for any delays or any issues due to untimeliness of any transactions initiated through the Interface. Use of the Interface is at your sole risk and liability.

10. Blockchain Technology

Please be aware that the underlying technology that makes blockchain based networks, cryptographic systems, and smart contracts available

(collectively “Blockchain Technology”) can be used, copied, modified, and distributed by third parties. DeOrderBook does not control or operate the Blockchain Technology, and we assume no responsibility for the operation, functionality, or security of the Blockchain Technology. Blockchain Technology is subject to change that is out of our control, which could materially affect the Interface, the Protocol, and the value, functionality, availability, and use of any Digital Assets. It is your responsibility to make yourself aware of upcoming operating changes, and you must carefully consider publicly available information in determining whether to continue to use the Interface, transact with any Protocols using your Digital Assets, or otherwise interact with the Blockchain Technology through the Interface. Blockchain Technology is currently under development, and this creates uncertainty relating to Digital Assets and transactions through the Interface.

You acknowledge and accept the risks of using your Digital Assets with our Interface that relies on Blockchain Technology and agree that DeOrderBook is not responsible for any changes to any Blockchain Technology that may cause you to experience a complete loss of value or access to your Digital Assets. Such changes may include, but are not limited, to forks, rollbacks, changes to operating rules, breaches of security, and outages.

11. Fees and Costs

Where you use the Interface, including the Protocol, you may be required to pay a fee where necessary, including but not limited to any third party fees. You are solely responsible for paying all fees, and we are not liable to you for any delays in any transactions where you have failed to pay any fees. Although we attempt to provide accurate fee information, this information reflects our estimate of fees. Such fees may vary from the actual fees that you pay to use the Protocol through the Interface and/or the gas fees required for your Digital Assets.

12. Gas

Any transaction involving the Digital Assets through the Interface is only completed upon confirmation through the Blockchain Technology,

and we are not liable for any incomplete transactions or delays. You shall be required to maintain an adequate amount of Digital Assets to consume as gas (“Gas”) within your Digital Wallet to process any requested transactions. Where you fail to maintain adequate Gas amounts you understand that you will be unable to partake in any transactions using your Digital Wallet. We shall not be responsible for any delay in any transactions due to inadequate Gas within your Digital Wallet. Please be aware that any Gas used cannot be returned and all Gas consumption or charges are subject to the Blockchain Technology.

13. Reversals

Due to the nature of Blockchain Technology you understand and agree that using the Interface including interacting with any Protocols may be irreversible and you solely undertake this risk when using the Interface. As we do not control your Digital Wallet we cannot reverse any transactions that occur using your Digital Wallet.

14. Interface Availability and Modification

We do not guarantee that the Interface will always be available, work, or be accessible at any particular time. Specifically, we do not guarantee any uptime or specific availability of the Interface. You agree and acknowledge that the Interface uses remote access and may not always be either 100% reliable or available. We reserve the right to alter, modify, update, or remove the Interface or any portions thereof, at any time at our discretion. We reserve the right to discontinue previously offered features or functionality at our sole discretion and without prior notice. We are not liable to you or to any third party for any modification, suspension, or discontinuance of any feature or component of any portion of the Interface. We reserve the right to determine the timing and content of software updates, which may be automatically updated without notice to you. We may conduct such modifications to our Interface for security, intellectual property, legal reasons, or various other reasons at our discretion, and we are not required to explain such modifications or provide you access to previous versions of our Interface. Nothing in this section obligates us to take measures to update the Interface for security,

legal, or other purposes.

15. Termination

We may terminate your access to the Interface, Protocol or this Agreement with you if we determine that: (1) you have violated any Applicable Laws while using our Interface; (2) if you have violated this Agreement or any other of our policies; or (3) if we believe that any of your actions may harm DeOrderBook or a third party, at our sole decision or discretion. Please be aware that upon termination of your access to the Interface, portions of our Interface may be immediately disabled. Where termination has occurred, portions of this Agreement shall survive and remain in full force as stated in the “Survival” section of this Agreement.

16. Taxes

Depending on the Applicable Laws of your jurisdiction you may be required to pay taxes related to your usage of the Interface. You agree that you are solely liable for any taxes related to your use of the Interface, any Digital Asset transactions, or activity involving your Digital Wallet. We shall not be liable for any taxes incurred by you under any Applicable Laws.

17. Assumption of Risk

Transacting Digital Assets or using Blockchain Technology involves significant risks and potential for financial losses which may result in the theft or loss of some or all of your Digital Assets.

Such risks include without limitation the following:

- the Digital Assets and the Blockchain Technology are constantly under development making your Digital Assets vulnerable to hacking, breaches in security, flaws, errors, bugs, failures, loss, theft, and fraud (whether due to DeOrderBook or otherwise);
- Digital Assets may fail to operate, lose all value, or be changed in a manner including without limitation a fork or rollback of the underlying Blockchain Technology;

- the Digital Assets may decrease in value or lose all of its value due to various factors including discovery of wrongful conduct, market manipulation, changes to the underlying Digital Asset or Blockchain Technology.

Such factors could cause transaction costs to increase which may impact your use of the Interface; - suspension or cessation of support for an Digital Assets by Blockchain Technology service providers may result in a total loss or inability to transfer or access any Digital Assets; and - Digital Assets may lose value or functionality due to governmental action, laws, or regulation as there is uncertainty to the legal status and categorization of Digital Assets. Such actions could result in the loss of access to the Interface. You hereby assume and agree that DeOrderBook will have no responsibility or liability for such risks. You hereby irrevocably waive, release, and discharge any and all claims, whether known or unknown to you, against DeOrderBook, its affiliates and their respective shareholders, members, directors, officers, employees, contractors, agents, and representatives related to any of the risks set forth herein.

You accept the risk of all use of the Digital Assets and are responsible for conducting your own independent analysis of the risks specific to the Digital Assets. You should not acquire any Digital Assets unless you have sufficient financial resources and can afford to lose all value of the Digital Assets.

18. Limitation of Liability

In no event shall DeOrderBook, its officers, directors, employees, contractors, affiliates, or agents, be liable to you for any indirect, incidental, special, punitive, or consequential damages, whether based on warranty, contract, tort (including negligence), or any other legal theory, and whether or not DeOrderBook is advised of the possibility of such damages.

19. Survival

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, DeOrderBook Intellectual Property provisions including use of the

Interface or Protocol, User eligibility, User covenants, representations and warranties, limitation of liabilities, release, arbitration, indemnity, fees and costs, assumption of risk, warranty disclaimers, indemnity and miscellaneous provisions.

20. Amendments

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified. You may refuse to agree to the amendments, but if you do, you must immediately cease using our Interface.