

Terms and Conditions

LAST UPDATED: August 30, 2021

This User Agreement (the “Terms” or “Agreement”) sets out all the terms for the access or use of our “Website”. You agree to be obliged by this Agreement and all applicable laws and regulations, whether local or international.

To access or use the Website, users must comply with the terms and conditions of this Agreement and all applicable laws and regulations.

Please read this agreement carefully before you access or use the Website. If you do not agree to any part of this Agreement, you are not authorised to access or use the Website.

Access to the Website

This Website is provided on an “as is” and “as available” basis only. Access may be interrupted, suspended or restricted because of an error or unforeseen circumstances or because we are in the maintenance process. Which means we do not guarantee that the Website or any included content on it will always be available or uninterrupted.

We have all the right to terminate your access and use of the Website with our own decision any time to limitate the user’s availability of the Website in any geographic area or jurisdiction that we decide to. Your access to direct communication and interaction with the decentralised protocols on the blockchain will not be interrupted by this action.

Digital wallet is required in order to access our Website. You can choose your own wallet that is provided by external providers and that means you agree to the terms of those external providers. Your access to the wallet relies on the external wallet provider operation.

The use of the Website or decentralised protocols may be subject to a fee. Make sure that you have sufficient funds to complete any transaction before you interact with the decentralised protocols or any other protocols or services.

You acknowledge and agree that the fees may be higher than originally stated, and that we have no control over the network fees, the method of payment of transactions, or the actual payments of transactions. Due to circumstances beyond our control, the transaction fee may be cancelled without refund or the transaction may be delayed due to the blockchain network.

We will not be responsible for your loss or damage you get as a result of the Website, protocols or third-parties for any reason of any sort.

By using the Website you represent and warrant that:

- These agreements include all the areas whether local or international laws that may apply to you. You acknowledge that it is your sole responsibility to comply with the laws. You will not breach any sort of laws when using the Website, including but not limited to, relevant and applicable anti-money laundering and anti-terrorist financing laws and relevant and applicable data privacy and data protection laws.
- You agree to use the Website for lawful purposes only and not to use it for or in connexion with any illegal or criminal activity;
- It is your responsibility to sustain the security and confidentiality of access to your cryptocurrency wallet;
- Your use of the Website is at your own discretion and risk;
- You have not been previously excluded from using the Website;
- You understand that involving in cryptocurrency can be risky;
- You may not reverse engineer, decompile or else dismantle the Website or any of its services or protocols;
- You will not use the Website in any way that could intervene with, obstruct, opposingly impact or prevent any other user from using the Website, protocols or any third parties Infrastructure, or in any way that could cost a damage to the functionality of the Website, protocols or any third parties infrastructure;
- You will not circumvent, avoid or attempt to circumvent or avoid any measures we use to prevent or restrict access to the Website, or attempt to access any service or area of the Website for which you are not accredited to;
- You will not use any automated tools, including, but not limited to, robot, spider, crawler, scraper, or interface not provided by our Website, to access the website to extract data;

- You will not encourage or entice any third party to involve in any harmful, illegal or other prohibited activity;
- You will not post any content or broadcasting on or through the Website that are, in our sole discretion, defamatory, debase, obscene, pornographic, sexually explicit, improper, lewd, suggestive, hateful, threatening, abusive, harassing, offensive, biased, inflammatory, rude, fraudulent, discriminatory, libellous, deceptive or otherwise objectionable.

In addition, users understand that the risks may occur by using the Website and protocols, including, but not limited to, the following risks:

- We are not party to the protocols and not liable in anyway or any kind, and you are responsible and liable with your interaction with the protocols;
- Unavailability and delay may occur when you access to your cryptocurrency assets or use of your cryptocurrency assets which may result in the cryptocurrency assets, decreasing in value or unable to complete a transaction on the protocols at any time;
- Suspension or termination may occur for any or no reason while you access the Website, which may limit your access to your cryptocurrency assets;
- By providing liquidity to the protocols, losses may occur, including but not limited to, impermanent loss;
- We are not responsible for any losses or claims whatsoever. You could potentially lose some or all your digital assets by bridging, including but not limited to, hacks, bugs or accidents.

Third-Parties

We have no control over third-parties and accept no legal responsibility for any reason or anything so ever which, including but not limited to, services, content, material or information provided. We may make reference, link, incorporate or provide direct access to third-parties with or without leaving the Website, including but not limited to, information, materials, products, or services, that we do not own or control.

We are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connexion with use of or reliance on any such content, goods and services. You understand that inspecting all the third parties is extremely hard and accessing them is your responsibility and at your own risk.

We shall not be responsible for the results that are caused by your accessing or using any third-party. We highly recommend you to speculate the third-parties' terms and conditions, and privacy policy, or services that comply with your access or use.

Intellectual Property Rights

All intellectual property and other rights on the Website and the material published on it are our, including but not limited to, code, text, images and designs. These works are protected by copyright laws and all such rights are reserved.

You understand that monitoring, using or copying the Website or any content without consentment are prohibited. Unauthorised usage or reproductioning may be prosecuted.

Any use or contents of the Website in any terms that are not permitted by this Agreement is strictly prohibited. For that, you are eligible, single, individual, limited license to access and use the Website and this license cannot transfer and could be revoked by us without early notice or reason declaring.

The decentralised protocol on the Website is open-source protocols that run on the decentralized public blockchain and is not our property.

Assumption of Risk

By accessing and using the Website, you acknowledge the risks about cryptocurrency and blockchain that may occur like the variability of cost and speed of transactions on blockchain-based systems such as Binance Smart Chain, Ethereum, etc. With that, it may disrupt the transactions process or could be cancelled without refund of the fee due to how these networks operate.

You understand that the digital asset markets are highly volatile due to various factors, including but not limited to, adoption, speculation, technology, security, and regulation. You further acknowledge the risk that your digital assets may lose some or all of its value while they are

supplied to or interacting with the protocols, including but not limited to, one of the main risks which is impermanent loss from providing liquidity to pools.

You understand and agree to accept all responsibility for all of the risks that may appear by accessing and using the Website and interacting with the protocols, including liability for any resulting losses that may occur while accessing or using the Website. As a consequence, you understand that we are not responsible for any risks and we do not own or control the protocols.

Limitation of Liability & Release

We held no liability or responsibility for any claim, application, loss, injury, delay, accident, cost, business interruption costs, or any other expenses, including but not limited to, attorney's fees, nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or dysfunction, or any and all other losses (quoted as "Losses") whether direct or indirect that stem out of or in connexion with, but not limited to:

- Any loss of funds or damages;
- These terms of use;
- Accessing and using of, or inability to access or use the Website;
- Using, or connection conducting with, the Website or any third-party services;
- Any errors, mistakes, or content incorrectness received from the Website or any third-party services;
- Any bugs, viruses, trojan horses, or the like that may be transmitted;
- Any stolen, lost, or unauthorized use of your wallet information, any breach of security or data breach related to your wallet information, or any criminal or other third-party act affecting us;
- Any mistake, delay, dysfunction, discontinuation, or decision;
- Any offer, representation, suggestion, statement, or claim made about the Website, or any Service by any third-parties.

Whether or not we have been advised of the possibility of the damages below, and without consideration to the accomplishment or productiveness of any other remedies. The liability's restriction will be implemented. The Losses and alleged liability are based on warranty, contract, negligence, tort, unjust enrichment, strict liability, or any other legal or equitable theory.

Moreover, you agree to waive and release us from any and all losses, liability, claims, causes of action, or damages arising from or in any part that may associate to your use of the Website, protocols or any third-party. You undertake all risks in relation to the access and use of the Website, protocols or any third-party.

Indemnity

You agree to defend, release, indemnify and hold us to no harm including our founders, employees, officers, contractors, partners, developers and licensors (quoted as “Indemnified Parties”) from and against any and all claims, damages (including actual and consequential), obligations, judgments, losses, liabilities, costs or debt, and expenses that stem from or in any way that might engaged:

- Accessing and using the Website;
- Your violation of any term or condition of this Agreement, rightness of any third-party, or any other applicable law, rule, or regulation;
- All the other parties who access and use the Website with your assistance or using any device or account that you own or control.

No Warranties

You understand and agree that all the use of the Website is at your own risk and that the Website is provided on the basis of "AS IS" and "AS AVAILABLE" and without warranties or representations of any kind, either express or implied, to the fullest extent permitted by law, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance, all of which are expressly disclaimed.

The Website’s representation will not guarantee and held no warranties that our Website will function uninterrupted, secure, timely or available at any specific time or location; that our Website will operate in a bug-free manner; that the content, information and data accessible via our Website will be accurate, reliable, complete, available, or current; that our Website will be free from errors, defects, viruses, or other harmful elements; or that our Website will meet your requirements.

The Website may provide direct access to third-party services and websites without leaving the Website, including but not limited to, content, links, websites, policies, services, products, practices, performance or failure to perform. You should speculate their terms and policies, including privacy and data compiling of the third-parties before accessing the Website, protocols or any third-party. You clearly understand that your access to them is at your own risk and that we disclaim all warranties and representations of any kind relating to third-parties.

You agree and accept that we take no responsibility or any representation that the Website or third-parties are adequate or available for use in other countries, using the Website, protocols or third-parties is your agreement that every consequence will be your own initiative and that you are solely responsible for compliance with local laws and taxes.

No Advice

Taking or desisting your decisions by information in the Website is not recommended. Before you make any financial, legal, or other decisions that are associated with the Website, you should have proper consultation from any individual who is licensed and qualified in your area. All information or statements are not supposed to be interpreted as an advice or warranty in any kind, they are made for information providing only and we do not give any advice or investment advice or anything soever which.

Governing Law & Disputes

These Terms shall be governed and construed in accordance with the laws of Thailand, regardless of your physical location. The Thailand courts will have exclusive jurisdiction over any claim stemming from, or engaging to, the Website.

You agree to waive your right to take part in a class action lawsuit or class-wide arbitration and agree that any claim or conflict will be resolved by binding individual arbitration.

No Fiduciary Duties

You understand and agree that we have no fiduciary duties or liabilities to you or any other party for any reason, and that to the extent any such duties or liabilities may exist at law or in equity,

those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated and you acknowledge that the agreement is not intended to create or impose any fiduciary duties on us.

No Waiver

None of these followings shall constitute a waiver by us which include exercise, or failure or delay in exercising any right, impair or preclude any further exercise of, that or any right, power or remedy stemming under these terms and conditions or otherwise.

Severability

Any part of these Terms is found invalid, void, or for any reason inapplicable, that part will be interpreted in a manner to reflect, as nearly as possible, the remaining part is still found to be valid will remain in full force and effect.

Assignment

Without our consentment, your agreement of the Terms may not be assigned, subcontracted, delegated or otherwise transferred by you in any cases.

You agree that we may assign all or any of our rights and/or transfer, subcontract or delegate any of our obligations under these Terms and may exercise all of our obligations and rights granted to us under these Terms through a third party.

Termination

All terms and agreement will be activated during any suspension or any period during which the Website is not available to use for any reason, including disclaimers, indemnities and exclusions.

We have all the rights to make the decision to change, discontinue, temporarily or permanently, any portion of the Website and we will not have any liability whatsoever to you at any time and for any reason, with or without prior notice.

We can terminate your access to the Website and all services. In the event of termination in the concerning case of your use of the Website, your obligations under this Agreement will continue.

Privacy Policy

Specific areas of the website may record and collect information. For more information on how information is processed you can find it on our privacy policy.

Modifications

We have all the right to modify, amend or replace these Terms at any time by our own discretion. The modifications will activate right away when updated on the Website. We will update the date at the top of the Agreement.

If you do not agree with any modifications, you must immediately stop accessing and using the Website. If you continue to access or use the Website following any modifications to this Agreement you signify your acceptance of such changes.

It is your responsibility to review these terms and conditions regularly to ensure that you are aware of any changes.

Entire Agreement

These Terms are entire agreements between us, and will replace any other agreements, discussions, representations, misrepresentations, or perceptions, however conveyed and of any kind including, without limitation, any early versions of this Agreement.

Contact Us

If you have further questions about these Terms, please contact us at developer@acet.finance