

Terms of Use

Terms of Use

Last revised: 30 January, 2024

These APX Terms of Use is entered into between you (hereinafter referred to as "you" or "your") and APX operators (as defined below). By accessing, downloading, using or clicking on "I agree" to accept any APX Services (as defined below) provided by APX (as defined below), you agree that you have read, understood and accepted all of the terms and conditions stipulated in these Terms of Use (hereinafter referred to as "these Terms") as well as our Privacy Policy at privacy. In addition, when using some features of the Services, you may be subject to specific additional terms and conditions applicable to those features.

Please read the terms carefully as they govern your use of APX Services. These terms contain important provisions including an arbitration provision that requires all claims to be resolved by way of legally binding arbitration. The terms of the arbitration provision are set forth in Article 10, "Resolving Disputes: Forum, Arbitration, Class Action Waiver", hereunder. As with any asset, the values of Digital Currencies (as defined below) may fluctuate significantly and there is a substantial risk of economic losses when purchasing, selling, holding or investing in Digital Currencies and their derivatives. By making use of APX services, you acknowledge and agree that: (1) You are aware of the risks associated with transactions of digital currencies and their derivatives; (2) You shall assume all risks related to the use of APX services and transactions of digital currencies and their derivatives; and (3) APX shall not be liable for any such risks or adverse outcomes.

By accessing, using or attempting to use APX Services in any capacity, you acknowledge that you accept and agree to be bound by these Terms. If you do not agree, do not access APX or utilize APX services.

1. Definitions

1.1 APX:

APX refers to an ecosystem comprising APX websites (whose domain names include but are not limited to www.apollox.finance), mobile applications, clients, applets and other applications that are developed to offer APX Services, and includes independently-operated platforms, websites and clients within the ecosystem (e.g. APX Open Platform, APX Launchpad, APX Labs, APX Charity, APX DEX, APX X, JEX, Trust Wallet, and fiat gateways). In case of any inconsistency between relevant terms of use of the above

platforms and the contents of these Terms, the respective applicable terms of such platforms shall prevail.

1.2 APX Operators:

APX refer to all parties that run APX, including but not limited to legal persons, unincorporated organizations and teams that provide APX Services and are responsible for such services. For convenience, unless otherwise stated, references to "APX" and "we" in these Terms specifically mean APX Operators. Under these terms, APX operators may change as APX business adjusts, in which case, the changed operators shall perform their obligations under these terms with you and provide services to you, and such change does not affect your rights and interests under these terms. Additionally, the scope of APX operators may be expanded due to the provision of new APX services, in which case, if you continue to use APX services, it is deemed that you have agreed to jointly execute these terms with the newly added APX operators. In case of a dispute, you shall determine the entities by which these terms are performed with you and the counterparties of the dispute, depending on the specific services you use and the particular actions that affect your rights or interests.

1.3 APX Services:

APX Services refer to various services provided to you by APX that are based on Internet and/or blockchain technologies and offered via APX websites, mobile applications, clients and other forms (including new ones enabled by future technological development).

APX Services include but are not limited to such APX ecosystem components as Digital Asset Trading Platforms, the financing sector, APX Labs, APX Academy, APX Charity, APX Info, APX Launchpad, APX Research, APX Chain, APX X, APX Fiat Gateway, existing services offered by Trust Wallet and novel services to be provided by APX.

1.4 APX Platform Rules:

APX Platform Rules refer to all rules, interpretations, announcements, statements, letters of consent and other contents that have been and will be subsequently released by APX, as well as all regulations, implementation rules, product process descriptions, and announcements published in the Help Center or within products or service processes.

1.5 Users:

Users refer to all individuals, institutions or organizations that access, download or use APX or APX Services and who meet the criteria and conditions stipulated by APX. If there exist other agreements for such entities

as developers, distributors, market makers, and Digital Currencies exchanges, such agreements shall be followed.

1.6 Digital Currencies:

Digital Currencies refer to encrypted or digital tokens or cryptocurrencies with a certain value that are based on blockchain and cryptography technologies and are issued and managed in a decentralized form.

1.7 Digital Assets:

Digital Assets refer to Digital Currencies, their derivatives or other types of digitalized assets with a certain value.

1.8 APX Accounts:

APX Accounts refer to the foundational virtual accounts, including main accounts and subaccounts, which are opened by APX for Users to record on APX their usage of APX Services, transactions, asset changes and basic information. APX Accounts serve as the basis for Users to enjoy and exercise their rights on APX.

1.9 Crypto-to-crypto Trading:

Crypto-to-crypto Trading refers to spot transactions in which one digital currency is exchanged for another digital currency.

1.10 Fiat Trading:

Fiat Trading refers to spot transactions in which Digital Currencies are exchanged for fiat currencies or vice versa.

1.11 Collateral Accounts:

Collateral Accounts refer to special accounts opened by Users on APX to deposit and withdraw collateral (such as margins) in accordance with these Terms (including the APX Contract Services Agreement and APX Platform Rules), as required for contract transactions, leveraged trading and/or currency borrowing services.

1.12 Loan/Lending:

Loan/Lending refers to APX lending of Digital Currencies to Users at an interest collected in certain ways (in the form of Digital Currencies), including but not limited to the leveraged trading and currency lending services currently offered, and other forms of loan/lending services to be launched by APX.

2.1 About These Terms

1. Contractual Relationship

These Terms constitute a legal agreement and create a binding contract between you and APX Operators.

2. Supplementary Terms

Due to the rapid development of Digital Currencies and APX, these Terms between you and APX Operators do not enumerate or cover all rights and obligations of each party, and do not guarantee full alignment with needs arising from future development. Therefore, The privacy policy (()), APX platform rules, and all other agreements entered into separately between you and APX are deemed supplementary terms that are an integral part of these terms and shall have the same legal effect. Your use of APX services is deemed your acceptance of the above supplementary terms.

3. Changes to These Terms

APX reserves the right to change or modify these Terms in its discretion at any time. APX will notify such changes by updating the terms on its website 0 and modifying the (Last revised) date displayed on this page. Any and all modifications or changes to these terms will become effective upon publication on the website or release to users.

Therefore, your continued use of APX services is deemed your acceptance of the modified agreement and rules. If you do not agree to any changes to these terms, you must stop using APX services immediately. You are recommended to frequently review these terms to ensure your understanding of the terms and conditions that apply to your access to and use of APX services.

4. Prohibition of Use

By accessing and using APX services, you represent and warrant that you have not been included in any trade embargoes or economic sanctions list (such as the United Nations Security Council Sanctions List), the list of specially designated nationals maintained by OFAC (the Office of Foreign Assets Control of the U.S. Department of the Treasury), or the Denied Persons or Entity List of the U.S. Department of Commerce. APX reserves the right to choose markets and jurisdictions to conduct business, and may restrict or refuse, in its discretion, the provision of APX services in certain countries or regions.

2.2 About APX

As an important part of the APX Ecosystem, APX mainly serves as a global online platform for Digital Assets trading, and provides Users with a trading

platform, financing services, technical services and other Digital Assets-related services. As further detailed in Article 3 below, Users must register and open an account with APX, and deposit Digital Assets into their account prior to trading. Users may, subject to the restrictions set forth in these Terms, apply for the withdrawal of Digital Assets.

Although APX has been committed to maintaining the accuracy of the information provided through APX Services, APX cannot and does not guarantee its accuracy, applicability, reliability, integrity, performance or appropriateness, nor shall APX be liable for any loss or damage that may be caused directly or indirectly by your use of these contents. The information about APX Services may change without notice, and the main purpose of providing such information is to help Users make independent decisions. APX does not provide investment or consulting advice of any kind, and is not responsible for the use or interpretation of information on APX or any other communication medium. All Users of APX Services must understand the risks involved in Digital Assets trading, and are recommended to exercise prudence and trade responsibly within their own capabilities.

2.3 APX Account Registration and Requirements

1. Registration

All Users must apply for a APX Account at register before using APX Services. When you register a APX Account, you must provide your real name, email address and password, and accept these Terms, the Privacy Policy, and other APX Platform Rules. APX may refuse, in its discretion, to open a APX Account for you. You agree to provide complete and accurate information when opening a APX Account, and agree to timely update any information you provide to APX to maintain the integrity and accuracy of the information. Only one User can be registered at a time, but each individual User (including any User that is a business or legal entity) may maintain only one main account at any given time. Institutional Users (including Users that are businesses and other legal entities) can open one or more subaccounts under the main account with the consent of APX. For certain APX Services, you may be required to set up a special account independent from your APX Account, based on the provisions of these Terms or the Supplementary Terms. The registration, use, protection and management of such trading accounts are equally governed by the provisions of this article and article 6, unless otherwise stated in these Terms or the Supplementary Terms.

2. Account Usage Requirements

The APX Account can only be used by the account registrant. APX reserves the right to suspend, freeze or cancel the use of APX Accounts by persons other than account registrant. If you suspect or become aware of any unauthorized use of your username and password, you should notify APX

immediately. APX assumes no liability for any loss or damage arising from the use of APX Account by you or any third party with or without your authorization.

3. Account Security

APX has been committed to maintaining the security of User entrusted funds, and has implemented industry standard protection for APX Services. However, the actions of individual Users may pose risks. You shall agree to treat your access credentials (such as username and password) as confidential information, and not to disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your APX Account and personal information.

You should be solely responsible for keeping safe of your APX Account and password, and be responsible for all the transactions under your APX Account. APX assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account credentials, including but not limited to information disclosure, information release, consent or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.

By creating a APX Account, you hereby agree that:

1. you will notify APX immediately if you are aware of any unauthorized use of your APX Account and password or any other violation of security rules;
2. you will strictly abide by all mechanisms or procedures of APX regarding security, authentication, trading, charging, and withdrawal;
3. you will take appropriate steps to logout from APX at the end of each visit.
4. Personal Data

Your personal data will be properly protected and kept confidential, but APX has the right to collect, process, use or disclose your personal data in accordance with the Terms (including the Privacy Policy) or applicable laws. Depending on the products or services concerned, your personal data may be disclosed to the following third parties:

1. your transaction counterparty;
2. APX Operators, and the shareholders, partners, investors, directors, supervisors, senior managers and employees of such entities;
3. our joint ventures, alliance partners and business partners;
4. our agents, contractors, suppliers, third-party service providers and professional advisers, including the parties who have been contracted to provide us with administrative, financial, research, operations, IT and other services, in such areas as telecommunications, information

- technology, payroll, information processing, training, market research, storage and archival;
5. third-party business partners who provide goods and services or sponsor contests or other promotional activities, whether or not in cooperation with us;
 6. insurance companies or insurance investigators and credit providers;
 7. credit bureaus, or any debt collection agencies or dispute resolution centers in the event of violation or dispute;
 8. business partners, investors, trustees or assignees (actual or expected) that promote business asset transactions (which can be broadened to include any merger, acquisition or asset sale) of APX Operators;
 9. professional consultants such as auditors and lawyers;
 10. relevant government regulatory agencies or law enforcement agencies to comply with laws or regulations formulated by government authorities;
 11. assignees of our rights and obligations;
 12. banks, credit card companies and their respective service providers;
 13. persons with your consent as determined by you or the applicable contract.
 14. APX Services

Upon completion of the registration and identity verification for your APX Account, you may use various APX Services, including but not limited to, Crypto-to-crypto Trading, contract trading and other information released by APX, participating in User activities held by APX, etc., in accordance with the provisions of these Terms (including APX Platform Rules and other individual agreements). APX has the right to:

- Provide, modify or terminate, in its discretion, any APX Services based on its development plan;
- Allow or prohibit some Users' use of any APX Services in accordance with relevant APX Platform Rules.

3.1. Service Usage Guidelines

1. License

Provided that you constantly comply with the express terms and conditions stated in these Terms, APX grants you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to access and use APX Services through your computer or Internet compatible devices for your personal/internal purposes. You are prohibited to use APX Services for resale or commercial purposes, including transactions on behalf of other persons or entities. All the above actions are expressly prohibited and constitute a material violation of these Terms. The content layout, format, function and

access rights regarding APX Services should be stipulated in the discretion of APX. APX reserves all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using APX Services in any way not expressly authorized by these Terms.

These Terms only grant a limited license to access and use APX Services. Therefore, you hereby agree that when you use APX Services, APX does not transfer APX Services or the ownership of intellectual property rights of any APX intellectual property to you or anyone else. All the text, graphics, user interfaces, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content included in the services or provided through APX Services, are exclusively owned, controlled and/or licensed by APX Operators or its members, parent companies, licensors or affiliates.

APX owns any feedback, suggestions, ideas, or other information or materials (hereinafter collectively referred to as "Feedback") about APX or APX Services that you provide through email, APX Services, or other ways. You hereby transfer all rights, ownership and interests of the Feedback and all related intellectual property rights to APX. You have no right and hereby waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

1. Restriction

When you use APX Services, you agree and undertake to comply with the following provisions:

1. During the use of APX Services, all activities you carry out should comply with the requirements of applicable laws and regulations, these Terms, and various guidelines of APX;
2. Your use of APX Services should not violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using APX Services;
3. You agree not to use the services for market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by law);
4. Without written consent from APX, the following commercial uses of APX data are prohibited:

1) Trading services that make use of APX quotes or market bulletin board information.

2) Data feeding or streaming services that make use of any market data of APX.

3) Any other websites/apps/services that charge for or otherwise profit from (including through advertising or referral fees) market data obtained from APX.

5. Without prior written consent from APX, you may not modify, replicate, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any copyright statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties.

6. You may not (i) use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of APX Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through APX Services; (ii) attempt to access any part or function of the properties without authorization, or connect to APX Services or any APX servers or any other systems or networks of any APX Services provided through the services by hacking, password mining or any other unlawful or prohibited means; (iii) probe, scan or test the vulnerabilities of APX Services or any network connected to the properties, or violate any security or authentication measures on APX Services or any network connected to APX Services; (iv) reverse look-up, track or seek to track any information of any other Users or visitors of APX Services; (v) take any actions that imposes an unreasonable or disproportionately large load on the infrastructure of systems or networks of APX Services or APX, or the infrastructure of any systems or networks connected to APX services; (vi) use any devices, software or routine programs to interfere with the normal operation of APX Services or any transactions on APX Services, or any other person's use of APX Services; (vii) forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to APX, or (viii) use APX Services in an illegal way.

By accessing APX Services, you agree that APX has the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions under relevant regulations without your consent or prior notice. Examples of such actions include, but are not limited to:

- Blocking and closing order requests;
- Freezing your account;
- Reporting the incident to the authorities;
- Publishing the alleged violations and actions that have been taken;
- Deleting any information you published that are found to be violations.

3.2. Futures Trading (V1 Order book futures)

Unless otherwise specified by APX, to conduct Futures Trading, you must conclude with APX a separate APX Futures Service Agreement (faq) and open a special Collateral Account, following the completion of wallet connection for your APX Account. You acknowledge and agree that:

1. You fully understand the high risks of Futures Trading, including but not limited to the risk of major fluctuations of Digital Assets in Futures Trading, and the risk of exacerbated adverse outcome when leverage is used;
2. You have sufficient investment knowledge and experience and the capacity to take risks arising from Futures Trading, and agree to independently assume all the risks arising from the investment of Futures Trading;
3. Before performing Futures Trading, you have read and understood all the contents of the APX Futures Service Agreement and the relevant APX Platform Rules, and have consulted relevant professionals to make informed decisions on whether and how to complete Futures Trading according to their recommendations and your own reasonable judgement;
4. You agree and authorize APX to take various reasonable measures in its discretion (including but not limited to forced liquidation and forced position reduction under specific circumstances) in accordance with the APX Futures Service Agreement and the relevant APX Platform Rules to protect the legitimate interests of you, APX and other Users.

3.3. On-Chain futures trading (includes Classic Mode, Degen Mode & Dumb Mode)

1. APX offers perpetual contracts (“Perps”) that offer indirect exposure to cryptocurrencies. Perpetual trading does not entitle the user to obtain, have any ownership of, or any other interest in or entitlement to any represented asset. Prices of represented assets are obtained through a decentralized oracle network and may not be accurate; accordingly, prices of the traded assets may not accurately reflect the prices of the represented assets they are intended to represent.

2. APX Website or APX Dapp is an interface that enables you to interact with the Protocol, which is a decentralised autonomous system deployed on certain blockchain networks (the “Protocol”). The Protocol shall be available on the blockchain networks APX supports, the list of such networks may evolve from time to time. It is further expressly acknowledged that we neither control nor operate the Protocol. Information and materials about the Protocol available on the Website are provided for the information purposes only, are not binding and do not form a part of these Terms.

The Protocol is comprised of smart-contracts deployed on the blockchain network(s) that operate in a decentralised and autonomous manner. These smart-contracts can be reviewed, verified, used, copied, modified, and distributed by anyone (subject to the terms of the applicable license). Accordingly, there might be other interfaces enabling interaction with the Protocol that we neither control nor are affiliated with. Furthermore, anyone can interact directly with the Protocol bypassing APX and other interfaces. You should carefully and thoroughly review and assess the Protocol and related software before you use them, and any such use shall be at your own risk. You should always do your own research.

You further acknowledge that we do not control the Protocol, its underlying blockchain networks, and any software through which such network is formed. APX only provide the users with the Website/Dapp being an interface to access the Protocol. Accordingly, in no event shall APX be responsible for or held liable in connection with the Protocol, underlying blockchain networks or software, their operation, functioning, implementation, or use, and you hereby assume and accept any and all related risks, including the risk of possible losses and damages that you may incur in connection with the use thereof.

3. When using APX, you may connect your digital wallet through one of the third-party software wallets compatible with the blockchain network(s) (the “Protocol”) , or any other blockchain which may evolve from time to time. Software wallets constitute third-party Services and APX is not responsible for, does not endorse, shall not be held liable in connection with, and does not make any representations or warranties, whether express or implied, as to the software digital wallets used by you with the Website, how the Services will operate with any specific digital wallet or otherwise. When using third-party software wallets, you should review applicable terms and policies that govern your use of such software.

APX never receives access to, operates, maintains, has custody or control over your digital Wallet or Digital Assets held in such digital wallet, and has no ability to retrieve or transfer its content. Therefore,

you are solely responsible for securing your digital wallet and credentials thereto (including private key, seed phrase, password, etc.) You may disconnect your digital wallet from the Website at any time.

4. To safeguard price stability, if ALP experiences a significant short-term downturn, APX Finance reserves the right to adjust funding fees, potentially increasing them by 3-10x.

4. Liabilities

4.1 Disclaimer of Warranties

To the maximum extent permitted under applicable law, APX services, APX materials and any product, service or other item provided by or on behalf of APX are offered on an "as is" and "as available" basis, and APX expressly disclaims, and you waive, any and all other warranties of any kind, whether express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from course of performance, course of dealing or usage in trade. Without limiting the foregoing, APX does not represent or warrant that the site, APX services or APX materials are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components. APX does not guarantee that any order will be executed, accepted, recorded or remain open. except for the express statements, agreements and rules set forth in these terms, you hereby acknowledge and agree that you have not relied upon any other statement or agreement, whether written or oral, with respect to your use and access of APX services. Without limiting the foregoing, you hereby understand and agree that APX will not be liable for any losses or damages arising out of or relating to: (a) Any inaccuracy, defect or omission of digital assets price data, (b) Any error or delay in the transmission of such data, (c) Interruption in any such data, (d) Regular or unscheduled maintenance carried out by APX and service interruption and change resulting from such maintenance, (e) Any damages incurred by other users' actions, omissions or violation of these terms, (1) Any damage caused by illegal actions of other third parties or actions without authorized by APX; and (g) Other exemptions mentioned in disclaimers and platform rules issued by APX.

The disclaimer of implied warranties contained herein may not apply if and to the extent it is prohibited by applicable law of the jurisdiction in which you reside.

4.2 Disclaimer of Damages and Limitation of Liability

To the maximum extent permitted by applicable law, in no event will APX, its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors be liable for any incidental, indirect, special, punitive, consequential or similar

damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, profits or other businesses or financial benefits) arising out of APX services, any performance or non-performance of APX services, or any other product, service or other item provided by or on behalf of APX and its affiliates, whether under contract, statute, strict liability or other theory even if APX has been advised of the possibility of such damages except to the extent of a final judicial determination that such damages were a result of APX gross negligence, fraud, willful misconduct or intentional violation of law. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

Notwithstanding the foregoing, in no event will the liability of APX, its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors arising out of services offered by or on behalf of APX and its affiliates, any performance or non-performance of APX services, or any other product, service or other item, whether under contract, statute, strict liability or other theory, exceed the amount of the fees paid by you to APX under these terms in the three-month period immediately preceding the event giving rise to the claim for liability.

4.3 Indemnification

You agree to indemnify and hold harmless APX Operators, their affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with, APX Services, (ii) your breach or our enforcement of these Terms, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of APX Services. If you are obligated to indemnify APX Operators, their affiliates, contractors, licensors, and their respective directors, officers, employees or agents pursuant to these Terms, APX will have the right, in its sole discretion, to control any action or proceeding and to determine whether APX wishes to settle, and if so, on what terms.

5. Announcements

Please be aware that all official announcements, news, promotions, competitions and airdrops will be listed on announcement. Users undertake to refer to these materials regularly and promptly. APX will not be held liable or responsible in any manner of compensation should users incur personal losses arising from ignorance or negligence of the announcements.

6. Termination of Agreement

6.1 Suspension of APX Accounts

You agree that APX shall have the right to immediately suspend your APX Account (and any accounts beneficially owned by related entities or affiliates), freeze or lock the Digital Assets or funds in all such accounts, and suspend your access to APX for any reason including if APX suspects any such accounts to be in violation of these Terms, our Privacy Policy, or any applicable laws and regulations. You agree that APX shall not be liable to you for any permanent or temporary modification of your APX Account, or suspension or termination of your access to all or any portion of APX Services. APX shall reserve the right to keep and use the transaction data or other information related to such APX Accounts. The above account controls may also be applied in the following cases:

- The APX Account is subject to governmental proceeding, criminal investigation or other pending litigation;
- We detect unusual activities in the APX Account;
- We detect unauthorized access to the APX Account;
- We are required to do so by a court order or command by a regulatory/government authority.

6.2 Cancellation of APX Accounts

In case of any of the following events, APX shall have the right to directly terminate these Terms by cancelling your APX Account, and shall enjoy the right but not the obligation to permanently freeze (cancel) the authorizations of your APX Account on APX and withdraw the corresponding APX Account there of:

- after APX terminates services to you;
- you allegedly register or register in any other person's name as a APX User again, directly or indirectly;
- the information that you have provided is untruthful, inaccurate, outdated or incomplete;
- when these Terms are amended, you state your unwillingness to accept the amended Terms by applying for cancellation of your APX Account or by other means;
- you request that APX Services be terminated;

- any other circumstances where APX deems it should terminate APX Services.

Should your APX Account be terminated, the account and transactional information that meet data retention standards will be securely stored for 5 years. In addition, if a transaction is unfinished during the account termination process, APX shall have the right to notify your counterparty of the situation at that time. You acknowledge that a user-initiated account exit (right to erasure under GDPR or other equivalent regulations) will also be subjected to the termination protocol stated above.

If APX is informed that any Digital Assets or funds held in your APX Account are stolen or otherwise are not lawfully possessed by you, APX may, but has no obligation to, place an administrative hold on the affected funds and your APX Account. If APX does lay down an administrative hold on some or all of your funds or APX Account, APX may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to APX has been provided to APX in a form acceptable to APX. APX will not involve itself in any such dispute or the resolution of the dispute. You agree that APX will have no liability or responsibility for any such hold, or for your inability to withdraw Digital Assets or funds or execute trades during the period of any such hold.

6.3 Remaining Funds After APX Account Termination

Except as set forth in paragraph 4 below, once a APX Account is closed/withdrawn, all remaining account balance (which includes charges and liabilities owed to APX) will be payable immediately to APX. Upon payment of all outstanding charges to APX (if any), Users will have 5 business days to withdraw all Digital Assets or funds from the account.

6.4 Remaining Funds After APX Account Termination Due to Fraud, Violation of Law, or Violation of These Terms

APX maintains full custody of the Digital Assets, funds and User data/information which may be turned over to governmental authorities in the event of APX Accounts' suspension/closure arising from fraud investigations, investigations of violation of law or violation of these Terms.

7. No Financial Advice

APX is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities effected by you using APX Services. No communication or information provided to you by APX is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. Unless otherwise specified in these Terms, all trades are

executed automatically, based on the parameters of your order instructions and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you according to your personal investment objectives, financial circumstances and risk tolerance, and you shall be solely responsible for any loss or liability therefrom. You should consult legal or tax professionals regarding your specific situation. APX does not recommend that any Digital Asset should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Digital Asset, you should conduct your own due diligence and consult your financial advisors prior to making any investment decision. APX will not be held responsible for the decisions you make to buy, sell, or hold Digital Asset based on the information provided by APX.

8. Compliance with Local Laws

It is Users' responsibility to abide by local laws in relation to the legal usage of APX Services in their local jurisdiction as well as other laws and regulations applicable to Users. Users must also factor, to the extent of their local laws all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities. All users of APX services acknowledge and declare that their funds come from legitimate sources and do not originate from illegal activities; Users agree that APX will require them to provide or otherwise collect the necessary information and materials as per relevant laws or government orders to verify the legality of the sources and use of their funds. APX maintains a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, terminate Users' accounts and funds which are flagged out or investigated by legal mandate.

9. Privacy Policy

Access to APX Services will require the submission of certain personally identifiable information. Please review APX Privacy Policy at [privacy](#) for a summary of APX guidelines regarding the collection and use of personally identifiable information.

10. Resolving Disputes: Forum, Arbitration, Class Action Waiver

Please read this section carefully, as it involves a waiver of certain rights to bring legal proceedings, including as a class action.

10.1 Notice of Claim

Notice of Claim and Dispute Resolution Period. Please contact APX (chat) first! APX wants to address your concerns without resorting to formal legal proceedings, if possible. If you have a dispute with APX, then you should contact APX and a ticket number will be assigned. APX will attempt to resolve

your dispute internally as soon as possible. The parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).

In the event the dispute cannot be resolved satisfactorily, and you wish to assert a legal claim against APX, then you agree to set forth the basis of such claim in writing in a "Notice of Claim" as a form of prior notice to APX. The Notice of Claim must (1) describe the nature and basis of the claim or dispute, (2) set forth the specific relief sought, (3) provide the original ticket number, and (4) include your APX account email. The Notice of Claim should be submitted to an email address or hyperlink provided in your correspondence with APX. After you have provided the Notice of Claim to APX, the dispute referenced in the Notice of Claim may be submitted by either APX or you to arbitration in accordance with paragraph 2 of this Section, below. For the avoidance of doubt, the submission of a dispute to APX for resolution internally and the delivery of a Notice of Claim to APX are prerequisites to commencement of an arbitration proceeding (or any other legal proceeding). During the arbitration, the amount of any settlement offer made by you or APX shall not be disclosed to the arbitrator.

10.2 Agreement to Arbitrate

Agreement to Arbitrate and Governing Law. You and APX Operators agree that, subject to paragraph 1 above, any dispute, claim, or controversy between you and APX (and/or APX Operators) arising in connection with or relating in any way to these Terms or to your relationship with APX (and/or APX Operators) as a user of APX Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) will be determined by mandatory final and binding individual (not class) arbitration, except as set forth below under Exceptions to Agreement to Arbitrate.

You and APX Operators further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including without limitation any objections with respect to the existence, scope or validity of the Agreement to Arbitrate, or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration, and court review of an arbitration award is limited. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court (including, if applicable, attorney fees), except that the arbitrator may not award declaratory or injunctive relief in favour of anyone but the parties to the arbitration. The arbitration provisions set forth in this Section will survive termination of these Terms. **Arbitration Rules.** The arbitration shall be subject to the HKIAC Administered Arbitration Rules (HKIAC. Rules) in force when the Notice of Arbitration is submitted, as modified by this Section X. The arbitration will be

administered by the Hong Kong International Arbitration Centre (HKIAC). Unless the parties agree otherwise, there shall be only one arbitrator appointed in accordance with the HKIAC Rules. Any arbitration will be conducted in the English language. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Judgment on any arbitral award may be given in any court having jurisdiction over the party (or over the assets of the party) against whom such an award is rendered. Time for filing: Any arbitration against APX operators must be commenced by filing a request for arbitration within one (1) year, after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim, And there shall be no right to any remedy for any claim not asserted within that time period. This one year limitation period is inclusive of the internal dispute resolution procedure set forth in paragraph 1 of this section, above. There shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Process; Notice: The party who intends to seek arbitration after the expiration of the Dispute Resolution Period set forth in paragraph 1, above, must submit a request to the HKIAC in accordance with the HKIAC Rules. If we request arbitration against you, we will give you notice at the email address or mailing address you have provided. You agree that any notice sent to this email or mailing address shall be deemed effective for all purposes, including without limitation to determinations of adequacy of service. It is your obligation to ensure that the email address and/or mailing address on file with APX is up-to-date and accurate. Seat of Arbitration: The seat of the arbitration shall be Hong Kong. Place of Hearing: The location of any in-person arbitration hearing shall be Hong Kong, unless otherwise agreed to by the parties. Governing Law: These Terms (including this arbitration agreement) shall be governed by, and construed in accordance with, the laws of Hong Kong. Confidentiality. The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, any nonpublic information provided in the arbitration, and any submissions, orders or awards made in the arbitration (together, the "Confidential Information") shall not be disclosed to any non-party except the tribunal, the HKIAC, the parties, their counsel, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other person necessary to the conduct of the arbitration.

Notwithstanding the foregoing, a party may disclose Confidential Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive termination of these Terms and of any arbitration brought pursuant to these Terms.

10.3 Class Action Waiver

You and APX agree that any claims relating to these Terms or to your relationship with APX as a user of APX Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) shall be brought against the other party in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You and APX further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties, including APX.

10.4 Modifications

APX reserves the right to update, modify, revise, suspend, or make any future changes to Section X regarding the parties' Agreement to Arbitrate, subject to applicable law. You hereby consent and agree that it is your responsibility to ensure that your understanding of this Section is up to date. Subject to the applicable law, your continued use of your APX account shall be deemed to be your acceptance of any modifications to Section X regarding the parties' Agreement to Arbitrate. You agree that if you object to the modifications to Section x, APX may block access to your account pending closure of your account. In such circumstances, the Terms of Use prior to modification shall remain in full force and effect pending closure of your account.

10.5 Severability

If any portion of these Terms are adjudged to be invalid or unenforceable for any reason or to any extent, the remainder of these Terms will remain valid and enforceable and the invalid or unenforceable portion will be given effect to the greatest extent permitted by law. pending closure of your account.

11. Miscellaneous

11.1 Independent Parties

APX is an independent contractor but not an agent of you in the performance of these Terms. These Terms shall not be interpreted as facts or evidence of an association, joint venture, partnership, or franchise between the parties.

11.2 Entire Agreement

These Terms constitute the entire agreement between the parties regarding use of APX Services and will supersede all prior written or oral agreements between the parties. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms herein.

11.3 Interpretation and Revision

APX reserves the right to alter, revise, modify, and/or change these Terms at any time. All changes will take effect immediately upon being published on APX websites. It is your responsibility to regularly check relevant pages on our websites/applications to confirm the latest version of these Terms. If you do not agree to any such modifications, your only remedy is to terminate your usage of APX Services and cancel your account. You agree that, unless otherwise expressly provided in these Terms, APX will not be responsible for any modification or termination of APX Services by you or any third party, or suspension or termination of your access to APX Services.

11.4 Force Majeure

APX will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond APX reasonable control.

11.5 Severability

If any portion of these Terms is held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible.

11.6 Assignment

You may not assign or transfer any right to use APX Services or any of your rights or obligations under these Terms without prior written consent from APX, including any right or obligation related to the enforcement of laws or the change of control. APX may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

11.7 Waiver

The failure of one party to require performance of any provision will not affect that party's right to require performance at any time thereafter. At the same time, the waiver of one party to seek recovery for the other party's violation of these Terms or any provision of applicable terms shall not constitute a waiver by that party of any subsequent breach or violation by the other party or of the provision itself.

11.8 Third-Party Website Disclaimer

Any links to third-party websites from APX Services does not imply endorsement by APX of any product, service, information or disclaimer presented therein, nor does APX guarantee the accuracy of the information

contained on them. If you suffer loss from using such third-party product and service, APX will not be liable for such loss. In addition, since APX has no control over the terms of use or privacy policies of third-party websites, you should read and understand those policies carefully.

11.9 Matters Related to Apple Inc

If you use any device manufactured by Apple Inc. to participate in any commercial activities or reward programs through APX Services, such activities and programs are provided by APX and are not associated with Apple Inc. in any manner.

11.10 Contact Information

For more information on APX, you may refer to the company and license information found on APX websites. If you have questions regarding these Terms, please feel free to contact APX for clarification via our Discord Customer Support team.

[Previous Privacy Policy](#) [Next Restriction](#)

Last updated 3 months ago