Trading Terms of Service

Effective: August 24, 2026

1. Trading Terms

These Trading Terms of Service (as amended from time to time, these “**Trading Terms**”) constitute Additional Terms under the General Terms of Service and govern your access to and use of the Trading Services. “**Trading Services**” means access to an application programming interface (“**API**”) provided by BitGo through which you may conduct Transactions (as defined below), including any updated or new features, functionality and technology related thereto. Capitalized terms used but not defined in these Trading Terms have the meanings assigned in the General Terms of Service. In the event of any conflict between these Trading Terms and the General Terms of Service with respect to the Trading Services, these Trading Terms will control.

By accessing, or using any of the Trading Services, you agree to be bound by these Trading Terms, together with the General Terms of Service. If you do not agree to these Trading Terms, you must not access or use the Trading Services.

2. Trading Services

Through the BitGo API, you may enter into spot Digital Asset purchase and sale transactions (“**Transactions**”) with BitGo Prime, LLC or another party (each such party, a “**Counterparty**”). The specific terms of any such Transactions will separately be agreed directly between you and your Counterparty. Your use of the Trading Services is subject to the terms and conditions of the Trading Terms and the BitGo Customer Agreements. BitGo will electronically provide you with confirmation of your trading activity by providing order confirmations, transaction receipts, confirmation of order cancellations, and any other notices or confirmations relating to your trading activity (each, a “**Confirmation**”). You agree that Counterparty’s failure to provide any such Confirmation shall not prejudice or invalidate the terms of such Transaction. The terms and conditions under which you may enter into Transactions are governed by the BitGo Customer Agreements.

To purchase Digital Assets through the Trading Services, you must initiate a purchase Transaction through the BitGo API. All purchase Transactions require that you hold sufficient funds in USD in your available balance in your Company Account (as defined below) prior to initiating the purchase. Upon submission of a purchase Transaction, the equivalent USD amount will be debited from your Company Account, and BitGo will execute the purchase of the requested Digital Assets on your behalf. The purchased Digital Assets will be credited to your Trading Account held with BitGo, subject to the BitGo Customer Agreements. Purchase Transactions are executed at the prevailing market rate at the time of execution, which may differ from quoted rates at the time of your order submission. You acknowledge that Digital Asset prices are highly volatile and may fluctuate between order submission and execution.

To sell Digital Assets through the Trading Services, you must initiate a sale Transaction through the BitGo API. All sale Transactions require that you hold sufficient Digital Assets in your Trading Account prior to initiating the sale. Upon submission of a sale Transaction, BitGo will execute the sale of the requested Digital Assets on your behalf, and the equivalent USD proceeds (less any applicable fees as set forth in the Fee Schedule (as defined below)) will be credited to your Company Account. Sale Transactions are executed at the prevailing market rate at the time of execution, which may differ from quoted rates at the time of your order submission. You acknowledge that you bear all risk of price fluctuation between order submission and execution, and that sale proceeds may be less than anticipated based on market volatility.

To fund your Company Account for use with the Trading Services, you may deposit USD via ACH transfer or wire transfer. Deposits are processed by Counterparty and credited to your Company Account upon receipt and verification. Deposit processing times may vary depending on your financial institution and the transfer method selected, and are subject to factors outside the control of the Company and Counterparty. You are responsible for ensuring that all deposit instructions are accurate and complete. The Company is not liable for delays, errors, or failed deposits resulting from incorrect information provided by you or processing delays at your financial institution.

To withdraw USD from your Company Account, you must initiate a withdrawal request through the Trading Services. Withdrawals are processed by Counterparty and transferred to your designated external bank account. Withdrawal processing times may vary and are subject to verification procedures and factors outside the control of the Company and Counterparty. The Company reserves the right to delay or refuse any withdrawal request if required to comply with applicable law, to verify your identity, or to investigate suspicious activity. You acknowledge that once a withdrawal is initiated, it may not be reversible.

3. Eligibility

To be able to use the Trading Services, you must (i) have an account with the Company established pursuant to the General Terms of Service (your "**Company Account**") (ii) open an account (the "**Trading Account**") with BitGo and agree to the BitGo Customer Agreements, and (iii) have provided the Identity Verification Information (as defined below). By creating a Trading Account or otherwise using the Trading Services, you acknowledge that you have read, understood, and agree to be bound by these Trading Terms and the BitGo Customer Agreements. If you do not accept the terms and conditions of these Trading Terms or the BitGo Customer Agreements, you will not access, browse, or otherwise use the Trading Services.

4. Identity Verification

In order to use the Trading Services, you may be required to provide the Company and/or BitGo with certain personal information including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, and information regarding your bank account(s) (*e.g.*, financial institution, account type, routing number and account number), source of funds and employment information (collectively, "**Identity Verification Information**"). You will need to complete know-your-customer and anti-money laundering ("**KYC/AML**") checks with BitGo. Your use of the Trading Services and access to the BitGo API is contingent on satisfactory completion of all KYC/AML processes. You are required to execute or acknowledge the BitGo Customer Agreements and complete all KYC/AML processes through the BitGo API, as part of BitGo's onboarding process. In submitting any Identity Verification Information, you verify that the information is accurate and authentic, and you agree to update the Company and BitGo within thirty (30) days of any changes to your Identity Verification Information by emailing support@archlending.com.

5. Customer Consent and Authorization

You expressly consent to the Company disclosing to BitGo your Identity Verification Information, including information you previously provided to the Company, as needed for KYC/AML compliance.

You also consent to the Company obtaining, collecting, processing, and accessing data relating to the Trading Services, including communications from or relating to BitGo and information regarding your activities, Company Account, and Trading Account, through the BitGo API or otherwise as needed in connection with the Trading Services (collectively, "**Customer Data**").

You authorize the Company and its contractors and service providers to access your Company Account and Trading Account and perform actions and verifications necessary to complete actions and Transactions you initiate. The Company will act only as necessary to fulfill customer-initiated actions and Transactions and will not exercise discretion over your accounts or assets.

6. Functionality

The Company does not provide any of the following Digital Asset-related services: (a) Digital Asset account issuance or maintenance; (b) trading, exchange, or brokerage services; (c) custody or safekeeping of Digital Assets (including wallet services or private key management); (d) money transmission or funds transfer services involving Digital Assets; or (e) settlement, clearing, or transaction execution services. All such services are provided by BitGo, subject to the BitGo Customer Agreements. All Digital Assets that you hold in your Trading Account are subject to the control of BitGo and in the custody of BitGo, and not the Company. You are solely responsible for all Transactions conducted through your Trading Account and for all funds necessary to complete any and all payments for Transactions conducted through your Trading Account. To use the Trading Services, you must have both a Company Account and a Trading Account with BitGo. All Transactions conducted through your Trading Account must be funded through your Company Account. In order to complete a purchase Transaction via the Trading Services, you must first hold sufficient funds in USD in your available balance before submitting any purchase Transaction. If you have insufficient funds in your available balance to purchase a requested amount of Digital Assets via the Trading Services, you will not be able to complete the Transaction. If for some reason, the Trading Services do not reject a purchase exceeding your available balance of funds in USD, you acknowledge and agree that you are fully liable for the full amount of such Transaction. The Company has no duty to continuously monitor your available funds or to prevent or reject any Transaction, and any rejection of a Transaction due to insufficient funds is provided as a convenience only and does not constitute a guarantee or undertaking by the Company.

7. Acknowledgment of Risks

As Digital Assets are not legal tender and not backed by the government, they are subject to enhanced risks. These risks include, without limitation the following: (i) accounts and value balances of Digital Assets are not subject to Federal Deposit Insurance Corporation ("**FDIC**") or Securities Investor Protection Corporation ("**SIPC**") protections; (ii) legislation and regulation (or lack thereof) of Digital Assets or Digital Asset exchanges can change at any time which may adversely affect the use, transfer, exchange and/or value of Digital Assets; (iii) once executed, a Digital Asset transaction may be irreversible, and accordingly, losses due to fraudulent or accidental transactions may not be recoverable; (iv) some Digital Asset transactions are deemed to be made when recorded on a public ledger (*e.g.*, a blockchain), which is not necessarily the date or time that the customer initiates the transaction; (v) the value of Digital Assets may be derived from the continued willingness of market participants to exchange fiat currency for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for Digital Assets collapse; (vi) there is no assurance that a person who accepts a Digital Asset as a payment today will continue to do so in the future; (vii) the volatility and unpredictability of the price of Digital Assets relative to fiat currency may result in significant loss over a short period of time; (viii) the value of a particular Digital Asset may fall at any time, if, for example, a new Digital Assets is created or software developers make unexpected changes to how the Digital Asset works; (ix) Digital Assets are intangible and, like any other digital system, are at risk of fraud, cyber-attacks, and being affected by technical problems or difficulties which could result in you losing your Digital Assets or delaying or preventing your ability to access or use them; and (x) any bond or trust account maintained by BitGo for the benefit of its customers may not be sufficient to cover all losses incurred by its customer.

Neither we nor BitGo make any representations or warranties concerning the value, stability, or legality of any Digital Assets traded or stored using the Trading Services. Transactions offered may not reflect the fair market value of the Digital Asset offered. Liquidity for any particular transaction or Digital Asset may vary. You are advised to trade with caution and limit your trading to types of trades that are suitable for you and your risk tolerance. For additional information regarding the Digital Assets and types of transactions supported for trading, please consult the BitGo Customer Agreements.

YOU ACKNOWLEDGE THAT THE COMPANY DOES NOT PROVIDE INVESTMENT, TAX, OR LEGAL ADVICE, NOR DOES THE COMPANY BROKER TRANSACTIONS ON YOUR BEHALF. YOU ACKNOWLEDGE THAT THE COMPANY HAS NOT PROVIDED AND WILL NOT PROVIDE ANY ADVICE, GUIDANCE, OR RECOMMENDATIONS TO YOU WITH REGARD TO THE SUITABILITY OR VALUE OF ANY ASSETS, AND THAT THE COMPANY HAS NO LIABILITY REGARDING ANY SELECTION OF A DIGITAL ASSET OR OTHERWISE THAT IS HELD BY YOU THROUGH THE TRADING SERVICES. ALL TRANSACTIONS ARE EXECUTED BASED ON YOUR INSTRUCTIONS, AND YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, INVESTMENT STRATEGY, OR RELATED TRANSACTION INVOLVING YOUR ASSETS IS APPROPRIATE FOR YOU BASED ON YOUR INVESTMENT OBJECTIVES, FINANCIAL CIRCUMSTANCES, AND RISK TOLERANCE. YOU SHOULD SEEK LEGAL AND PROFESSIONAL TAX ADVICE REGARDING ANY TRANSACTION.

8. Support and Communications

For technical assistance or account support relating to the Trading Services, contact the Company at support@archlending.com.

9. Fees

The Company may charge fees for your use of the Trading Services to cover costs and expenses related to providing access to the BitGo API. A schedule of applicable fees is available at https://www.archlending.com/disclosures/fees (the "**Fee Schedule**"). The Company reserves the right to modify the Fee Schedule at any time by posting an updated schedule to the Site. Any changes to the Fee Schedule will be effective immediately upon posting. You are responsible for reviewing the Fee Schedule periodically. Your continued use of the Trading Services following the posting of any changes constitutes your acceptance of such changes. BitGo may also charge separate fees for the use of BitGo Services, as set forth in the BitGo Customer Agreements.

10. Suspension or Termination

The Company or BitGo may, in our or their discretion, with or without prior notice to you, and at any time, limit, suspend, modify, discontinue or terminate, temporarily or permanently, any portion or all of the Trading Services, if we think it is necessary to do so to protect us, our customers, including you, or our employees from danger or loss, or if required by laws that apply or by court order to limit or refuse the Trading Services. If we exercise our rights to limit or refuse your access to the Trading Services, we will not be responsible for any consequence from such refusal to provide you access to the Trading Services, including any delay, damage or inconvenience you may suffer as a result. The Company reserves the right to amend or update these Trading Terms at any time by posting the revised Trading Terms on the Company's website at https://www.archlending.com/terms/trading. Your continued use of the Trading Services after the posting of any amended Trading Terms constitutes your acceptance of such amendments. Material changes will be communicated to you in accordance with the notice provisions set forth in the General Terms.