

Parkswap - Terms of Use

Last updated: April 28, 2025

Welcome to Parkswap, a web-accessible user interface that aggregates swapping services on the Base blockchain (the "Interface").

These Terms of Use and all terms and conditions incorporated herein by reference (collectively, the "Terms") govern your access to and use of the Interface. Please read these Terms carefully.

To make these Terms easier to read:

- "Parkswap," "we," "our," or "us" refers to the team that manages and operates the Interface.
- "You," "your," and "user(s)" refers to any person who accesses or uses the Interface in any way. If you are accessing or using the Interface on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms and, in that case, "you," "your," or "user(s)" will refer to that entity.

By accessing, browsing, or otherwise using the Interface, or by acknowledging your agreement to the Terms on the Interface, you agree that you have read, understood, and accepted all of the Terms and the Privacy Policy (the "Privacy Policy"), which is incorporated by reference into the Terms.

IMPORTANT NOTE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS BY USING OR ACCESSING THE INTERFACE, YOU AGREE TO RESOLVE ANY DISPUTE BETWEEN YOU AND PARKSWAP THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. YOU ALSO AGREE TO A CLASS ACTION WAIVER, BOTH OF WHICH IMPACT YOUR RIGHTS AS TO HOW DISPUTES ARE RESOLVED.

1. The Interface

TL;DR: The main purpose of the Interface is to provide you with access to swapping operations in the DeFi space on the Base blockchain. We only provide the interface and software but have no control over your blockchain interactions and do not encourage any specific actions. All transactions occur on a blockchain that we do not own, control, or operate. We are not responsible for the execution of transactions or any other actions of third parties. We reserve the right to make changes to the Interface, including adding, modifying, or discontinuing products or features.

Products and Features. The Interface integrates decentralized protocols ("Protocol") and offers you access to various liquidity sources on the Base blockchain. The Interface may include other products and/or features added for the purposes of user experience development and improvement, including those for informational, security, and entertainment purposes, which are not intended to affect the main purpose of the Interface described above.

We only provide you with access to the relevant interface and software and neither have control over your interactions with the blockchain nor encourage you to perform any. Any interaction performed by you via the Interface remains your sole responsibility.

Blockchain Network Transactions. In order to be completed, all transactions with cryptocurrency, digital tokens, or digital assets ("virtual currency") must be confirmed and recorded in the associated blockchain. These networks are decentralized, peer-to-peer networks supported by independent third parties, which we do not own, control, or operate. We have no control over the blockchain networks and, therefore, cannot and do not ensure that any transaction details that you submit via the Interface will be confirmed and processed. By using the Interface, you acknowledge and agree that the transaction details you submit may not be completed, or may be substantially delayed, by the blockchain networks.

We do not store, transfer, transmit, convert, broker, hold, escrow, mint, mine, or otherwise interact with any virtual currency, security, financial instrument, or other digital or physical asset, and all interactions are performed on third-party platforms, subject to any associated third-party terms. Any transfer that occurs in any virtual currency occurs on the blockchain network and not on a network that we own. We therefore do not guarantee that we can affect the transfer of title or right in any virtual currency. You accept and acknowledge that we are not responsible for any errors or omissions that you make in connection with any virtual currency transaction initiated via the Interface. We strongly encourage you to review your transaction details carefully before attempting to transfer a virtual currency.

The completion of transactions that you instruct through the Interface also depends on the availability and operation of the blockchain networks. Errors or forks in the blockchain networks may cause transactions that you initiate through the Interface to fail. This may mean that the transaction you were originally intending to perform will no longer be available. Unfortunately, due to the decentralized nature of the blockchain networks, there is no single point of failure, and so neither we nor any particular party will be responsible to you for errors or any losses that you suffer as a result.

Third-Party Services. To operate the Interface and facilitate your access to its products and/or features, we may engage third-party providers and/or third-party APIs, over which Parkswap has no direct or indirect control ("Third-Party Services"). The Third-Party Services are governed by their respective terms and conditions. Such terms and conditions may include separate fees and charges, as well as disclaimers and/or risk warnings on the accuracy of the information or the services of such a provider. These terms may also include a privacy policy that differs from the privacy policy that is incorporated by reference herein. It is your sole responsibility to read carefully and make sure that you understand those Third-Party Services terms and conditions, including how those service providers may use your information according to their respective privacy policies.

You agree and understand that the functionalities accessible via the Interface that allow you to swap virtual currencies are not provided directly by us and are the sole responsibility of the third-party providers, including respective active third-party providers. Although we facilitate your access to these Third-Party Services, we are in no way responsible for them and take no part in any actions, transactions, or other activities conducted by such providers. We reserve the right to change, suspend, remove, disable, or impose access restrictions or limits on the use of any Third-Party Service at any time without notice.

You hereby acknowledge that the functionalities accessible via the Third-Party Services are the sole responsibility of such Third-Party Services providers. You hereby expressly release Parkswap from any

liability arising from use of any Third-Party Service, third-party website, service, or content and any resulting harm, loss, or damage.

Changes. We reserve the right, in our sole and absolute discretion, to make changes to how we operate the products and/or features accessible through the Interface, including adding new products, features, functionalities, modifying existing ones, altering any other aspect of the Interface, or temporarily or permanently suspending, discontinuing, or terminating your access to any or all portions of the Interface's functionality, provided that such modifications or discontinuations will not affect your access to your assets (if applicable), unless there are exceptional circumstances where doing so would (a) pose information security risks or intellectual property issues for Parkswap or other users; or (b) create other unwarranted risks, including violations of law.

Additional Terms. Certain products accessible through the Interface, including related applications, may be subject to additional terms. Such additional terms are an integral part of these Terms of Use. However, in the event of a conflict, the provisions of any such special terms or other agreement shall prevail.

2. Eligibility

TL;DR: If you use the Interface, you state that you (a) are at least 18 years old; (b) don't break any laws of your jurisdiction by using the Interface; (c) are not located, established, or registered in any of the jurisdictions listed below under "Prohibited Localities," and (d) are not a "Restricted Person" as defined below.

General. You may not use the Interface if you are otherwise barred from using the Interface under applicable law.

Legality. You are solely responsible for adhering to all laws and regulations applicable to you and your use or access to the Interface. Your use of the Interface is prohibited by and otherwise violates or facilitates the violation of any applicable laws or regulations, or contributes to or facilitates any illegal activity.

By using or accessing the Interface, you represent to us that you are not subject to the Sanctions Lists and that you are not a Restricted Person, as defined below. "Sanctions Lists" means any sanctions designations listed on economic/trade embargo lists and/or specially designated persons/blocked persons lists published by international organizations, as well as any state and governmental authorities of any jurisdiction, including, but not limited to, the lists of United Nations, European Union and its Member States, United States, and United Kingdom sanctions lists.

We make no representations or warranties that the information, products, or services provided through our Interface are appropriate for access or use in other jurisdictions. You are not permitted to access or use our Interface in any jurisdiction or country if it would be contrary to the law or regulation of that jurisdiction or if it would subject us to the laws of, or any registration requirement with, such jurisdiction. We reserve the right to limit the availability of our Interface to any person, geographic area, or jurisdiction, at any time and at our sole and absolute discretion.

Prohibited Localities. Parkswap does not interact with digital wallets located in, established in, or resident of localities listed on the Sanctions Lists, or any other region that is included in the Sanctions Lists.

You must not use any software or networking techniques, including the use of a Virtual Private Network (VPN), to modify your Internet protocol address or otherwise circumvent or attempt to circumvent this prohibition.

Restricted Persons. Parkswap does not interact with digital wallets that have been previously classified or otherwise identified by international organizations or any state and governmental authorities of any jurisdiction, as belonging to or affiliated with persons specially designated or otherwise included in the Sanctions Lists ("Restricted Persons"). For the purposes of these Terms, Restricted Persons shall also include all persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in the Prohibited Localities.

Third-Party Restrictions. As mentioned above, our Interface may include Third-Party Services. Your interaction with and use of the Third-Party Services is governed by the respective terms and conditions of the third-party providers, including but not limited to their eligibility requirements, restrictions on certain localities, restricted persons, or any other eligibility-related terms. As a result, based on those terms set by the third-party providers, your access to certain products and/or features of the Interface may be restricted by those providers. Please note that we only facilitate your interaction with these Third-Party Services and we bear no liability for any such restrictions thereof. It is your own responsibility to review those terms and conditions and ensure that you meet the requirements set forth therein.

Non-Circumvention. You agree not to access the Interface using any technology for the purposes of circumventing these Terms.

3. Compliance

TL;DR: You expressly agree that you assume all risks in connection with your access to and use of the Interface. Additionally, you expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your access to and use of the Interface.

Your Compliance Obligations. The Interface may not be available or appropriate for use in all jurisdictions. By accessing or using the Interface, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. You further agree that we have no obligation to inform you of any potential liabilities or violations of law or regulation that may arise in connection with your access and use of the Interface and that we are not liable in any respect for any failure by you to comply with any applicable laws or regulations.

Compliance Monitoring. We may use publicly available information, as well as Third-Party Services, to assess the risks associated with illicit or non-compliant activities, phishing, or other potential threats. Such risk assessment services may be provided by various third parties.

Compliance Assessment. Parkswap reserves the right, but has no obligation, to use publicly available information and engage third-party providers to monitor and assess your wallet addresses, third-party

links, domain names, virtual currencies, smart contracts, and any other content available via the Interface for the risks of money laundering, terrorism financing, fraud, and/or any other illicit or non-compliant activities. No additional personal data is collected to perform such compliance assessment.

You acknowledge and understand that the compliance assessment results lie in the sole discretion of the third-party provider. Parkswap has no control over or connection to these Third-Party Services, thus Parkswap is not and cannot be responsible for the accuracy of the information or the services of such providers. These Third-Party Services are governed by their respective terms of use; please read them carefully.

Parkswap reserves the right, but has no obligation, to provide respective warnings to you. You hereby acknowledge that Parkswap has no responsibility and shall not be held liable for such assessment, restriction, results, or accuracy thereof. You are solely responsible for the final decision as to the applicability and fitness of such risk assessments.

Parkswap reserves the right, but has no obligation, to block or restrict any activity on the Interface that may be associated with any illicit and/or non-compliant activities. Parkswap reserves the right to revoke your access to the Interface at our discretion with or without cause, without any notice. If you believe you or your wallet address has been blocked or restricted from using the Interface by mistake, please contact us at: [contact email address].

Phishing Alerts. Parkswap may occasionally provide phishing and other potential risk alerts through the Interface. These risk alerts are provided for informational purposes only, and we do not make any representations or warranties regarding their accuracy, completeness, or reliability. You are solely responsible for the final decision as to the applicability and fitness of such alerts.

You hereby acknowledge and agree that risk alerts are provided on an "as-is" basis, without any warranties, and that you assume all the associated risks. Parkswap has no responsibility and shall not be held liable for any claims, damages, or losses arising from or in any way relating to such alerts.

4. Access to the Interface

TL;DR: The Interface provides a user interface for Parkswap participants, users, or you that displays price information on virtual currency. All interactions related to the Protocol are executed outside of Parkswap's direct or indirect control. Parkswap does not interact with the virtual currency involved at any stage of your interaction. The Interface is constantly changing, so you might see features come and go as we continue to improve our experience and services for users.

We reserve the right to disable access to the Interface at any time in the event of any breach of the Terms, including, without limitation, if we, in our sole discretion, believe that you, at any time, fail to satisfy the eligibility requirements set forth in the Terms. Further, we reserve the right to limit or restrict access to the Interface by any person or entity, or within any geographic area or legal jurisdiction, at any time and at our sole discretion. We will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Interface being inaccessible to you at any time or for any reason.

5. Your Use of the Interface

TL;DR: We do not control your interactions and cannot stop an interaction or attempt to reverse an interaction after it has occurred. There are some strict rules: do not in any way harm the Interface or other users. And also: you're ultimately responsible for any interactions relevant to the Interface. Please review, obtain, or otherwise seek additional information or support before interacting with virtual currency on the Protocol.

By using or accessing the Interface, you represent and warrant that you understand that there are inherent risks associated with virtual currency, and the underlying technologies including, without limitation, cryptography and blockchain, and you agree that Parkswap is not responsible for any losses or damages associated with these risks. You specifically acknowledge and agree that the Interface facilitates your interaction with decentralized networks and technology and, as such, we have no control over any blockchain or virtual currencies and cannot and do not ensure that any of your interactions will be confirmed on the relevant blockchain and do not have the ability to effectuate any cancellation or modification requests regarding any of your interactions.

Without limiting the foregoing, you specifically understand and hereby acknowledge the following:

- The pricing information provided through the Interface does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with the Interface;
- The Interface does not act as an agent for any of the users;
- The Interface does not own or control any of the underlying software through which blockchain networks are formed, and therefore is not responsible for them and their operation;
- You are solely responsible for reporting and paying any taxes applicable to your use of the Interface;
- Although it is intended to provide accurate and timely information on the Interface, the Interface or relevant tools may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Interface or relevant tools are your sole responsibility.

In order to allow other users to have a full and positive experience of using the Interface, you agree that you will not use the Interface in a manner that:

- Breaches the Terms;
- Infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law;
- Seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses and denial of service attacks;
- Attempts, in any manner, to obtain the private key, password, account, or other security information from any other user, including such information about the digital wallet;
- Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Interface;

- 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;
- Violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as spoofing and wash trading;
- Disguises or interferes in any way with the IP address of the computer you are using to access or use the Interface or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Interface;
- Transmits, exchanges, or is otherwise supported by the direct or indirect proceeds of criminal or fraudulent activity;
- Contributes to or facilitates any of the foregoing activities.

The Interface is provided for direct, human use only. You may not access or use the Interface programmatically or in a way that creates undue burden on our infrastructure, bypasses restrictions, or manipulates outcomes. You agree not to use, access, or interact with the Interface through the use of any automated software, including but not limited to bots, such as automated trading bots, sniper or arbitrage bots, scripts, front-running tools, crawlers, scrapers, or other similar tools or technologies that are designed to automate access, interactions, or trading activity or any other software that circumvents or interferes with the intended functionality of the Interface.

All information provided in connection with your access and use of the Interface is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Interface or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, news feeds, tutorials, tweets, and videos. Before you make any financial, legal, or other decisions involving the Interface, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

The Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, 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. You further agree that the only duties and obligations that we owe you are those set forth expressly in the Terms.

6. Disclaimers

TL;DR: This is very important (as in, bold important), so please read the whole section carefully for specifics. It explains that we do not make any warranties about the Interface.

You understand and agree that the GitHub repository, decentralized and autonomous protocol and environment, and associated decentralized networks, are not controlled by Parkswap. We do not have access to your private key and cannot initiate an interaction with your virtual currency or otherwise access your virtual currency. We are not responsible for any activities that you engage in when using your wallet or the Interface.

TL;DR: The information displayed through the Interface, including "APRs" and information about prices, liquidity, staking, or other matters, are provided by third parties and/or calculated for informational purposes, and we do not provide any warranties for such information.

Parkswap cannot and does not represent or guarantee that any of the information available through the Interface is accurate, reliable, current, complete, or appropriate for your needs. The information displayed through the Interface, including "APRs" and information about prices, liquidity, staking, or other matters, is provided by third parties and/or calculated for informational purposes. Your use of any third-party scripts, indicators, ideas, and other content is at your sole risk.

TL;DR: We provide no representations or warranty as to the Interface.

You expressly understand and agree that your use of the Interface is at your sole risk. We make and expressly disclaim all representations and warranties, express, implied, or statutory, and with respect to the Interface and the code, proprietary or open-source, we specifically do not represent and warrant and expressly disclaim any representation or warranty, express, implied, or statutory, including without limitation, any representations or warranties of title, non-infringement, merchantability, usage, security, suitability or fitness for any particular purpose, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent. We do not represent or warrant that the Interface, code, and any related information are accurate, complete, reliable, current, or error-free. The Interface is provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You acknowledge that no advice, information, or statement that we make should be treated as creating any warranty concerning the Interface. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Interface.