

Arcadia Terms of Service

1. Introduction

- 1.1. Welcome to the Arcadia platform (the "Platform"), a service operated and maintained by Komoditi.io Pte Ltd ("us", "we", "our"). These Terms of Service ("Terms") govern your use of our website, services, and marketplace platform (collectively, the "Services") available at www.arcadiatcg.com/download.
- 1.2. By accessing or using our Services, you agree to comply with and be bound by these Terms. If you do not agree, you may not use our Services.

2. Eligibility & Account Registration

- 2.1. To use Arcadia's Services, you must:
 - (a) You must be at least 18 years of age and possess the legal capacity to enter into contracts to use our services. If you are under 18 years of age, you may only use the Services with the consent of and under the supervision of your parent or legal guardian who shall be responsible for all your activities.
 - (b) If you are representing a company, organisation or any other legal entity ("Entity"), you have authority to bind the Entity to these Terms.
 - (c) You are capable of entering into and performing legally binding contracts under applicable law.
 - (d) You agree to provide accurate, complete, and current information.
- 2.2. By creating an account or using any aspect of our service, you agree to comply with and be legally bound by these Terms. We may update these Terms periodically; your continued use of the platform after changes are posted constitutes your acceptance of the revised Terms.

3. Account Responsibilities

- 3.1. You are solely and fully responsible for:
 - (a) Maintaining the confidentiality and security of your account credentials (e.g., username, password, two-factor authentication codes).
 - (b) All activities, transactions, and interactions conducted under your account, regardless of whether authorised by you.
 - (c) Implementing reasonable security measures (e.g., strong passwords, device protection) to prevent unauthorised access.
- 3.2. You agree to:
 - (a) Promptly notify us (within 24 hours) of any suspected unauthorised access, misuse, or security breaches related to your account.
 - (b) Cooperate fully with Arcadia's investigations into unauthorised activity, including providing requested documentation or information.

4. Use of Services & Prohibited Conduct

- 4.1. You must strictly comply with all applicable international, federal, state, and local laws, regulations, and industry standards (e.g., consumer protection, intellectual property, anti-money laundering) when accessing or using Arcadia's Services.
- 4.2. By using the Services, you agree to:
 - (a) Use the Services exclusively for lawful, legitimate purposes consistent with Arcadia's intended functionality (e.g., trading TCG products, connecting with verified users).
 - (b) Act with honesty and integrity, refraining from fraud, misrepresentation, counterfeiting, or deceptive practices of any kind.
 - (c) Continuously adhere to all legal, regulatory, and platform-specific requirements throughout your use of the Services.
- 4.3. You categorically agree NOT to:
 - (a) List, offer, or transact in stolen, counterfeit, infringing, or prohibited items, including but not limited to: (i) Non-TCG-related products (e.g., firearms, pharmaceuticals, adult content) or (ii) Hazardous materials, illegal substances, or items violating third-party intellectual property rights.
 - (b) Manipulate pricing, engage in scalping, shill bidding, false advertising, or any practice deemed deceptive by Arcadia.
 - (c) Harass, threaten, stalk, or discriminate against other users, or disrupt Arcadia's operations, infrastructure, or services (e.g., spamming, hacking, exploiting vulnerabilities).
 - (d) use Arcadia for any unlawful purposes, including but not limited to fraud, money laundering, or illegal trade.
- 4.4. Arcadia reserves the unrestricted right to:
 - (a) Investigate, suspend, or terminate accounts for any suspected violation of this section.
 - (b) Remove prohibited content, cancel fraudulent transactions, or withhold funds pending investigation.
 - (c) Report illegal activity to law enforcement and cooperate fully in legal proceedings.
- 4.5. You will be held financially and legally liable for all damages, losses, or penalties incurred by Arcadia or third parties due to your breach of this section.

5. Transactions & Fees

- 5.1. All listings, requests, and offers must be complete, truthful, and updated in real-time to reflect current terms, conditions, and item availability.
- 5.2. Buyers and sellers are solely and exclusively responsible for ensuring transactions are finalised in strict accordance with mutually agreed terms (e.g., delivery timelines, payment methods, item condition).
- 5.3. We are not a party to, and disclaims all liability for, transactions between users. While we may facilitate payment processing, we do not guarantee the accuracy, safety, or legality of user-generated content or interactions.

- 5.4. We do not oversee, mediate, or assume liability for peer-to-peer transactions. Users engage in transactions entirely at their own risk.
- 5.5. You are required to:
 - (a) Conduct thorough due diligence (e.g., verify user profiles, transaction history, item authenticity) before committing to any transaction.
 - (b) Use extreme caution when sharing personal or financial information via the app's communication channels.
 - (c) Report suspicious activity, scams, or breaches of terms to us immediately.
- 5.6. We reserves the right to charge non-refundable fees for services, including but not limited to:
 - (a) Listing fees for product postings.
 - (b) Transaction fees (a percentage of sale value or fixed amount per transaction).
 - (c) Premium features (e.g., promoted listings, analytics tools).
- 5.7. All fees will be explicitly disclosed to you prior to confirmation of the transaction. Failure to pay applicable fees may result in suspended listings, withheld funds, or account termination.
- 5.8. In the event of a dispute (e.g., non-delivery, item misrepresentation, payment issues), you must first exhaust Komoditi.io Pte Ltd's customer support dispute resolution process before pursuing external remedies. Submit detailed evidence (e.g., screenshots, communication logs, payment receipts) within 7 calendar days of the dispute arising.
- 5.9. We may, at our sole discretion:
 - (a) Temporarily freeze disputed funds or transactions pending investigation.
 - (b) Issue refunds, reverse transactions, or suspend accounts if violations are confirmed.
 - (c) Decline involvement in disputes lacking sufficient evidence or involving illegal activity.

6. Service Termination

- 6.1. We reserve the right to suspend or terminate your access to the Services at any time if you violate these Terms.
- 6.2. You may choose to close your accounts at any time through the account settings section. Upon termination, any remaining obligations under these Terms, including intellectual property rights and limitations of liability, shall survive.

7. Intellectual Property

- 7.1. All content on the Platform—including but not limited to design, text, graphics, logos, and software—is the property of Komoditi.io Pte Ltd or its licensors and is protected by intellectual property laws. Users agree not to reproduce, modify, distribute, or create derivative works based on this content without prior written consent from us.
- 7.2. Users retain full ownership of their content. However, by posting content on Arcadia, users grant Arcadia a non-exclusive, royalty-free, worldwide license to

use, display, distribute, and promote the content as part of its services. This license enables Arcadia to:

- (a) Showcase listings to potential buyers.
- (b) Facilitate transactions and enhance user experience.
- (c) Operate and promote its marketplace efficiently.

- 7.3. Users may remove their listings at any time, upon which Arcadia's license to use the content will be revoked. Users are responsible for ensuring they have the necessary rights to any content they post. Arcadia is not liable for any claims arising from unauthorised use of user-submitted content.

8. Disclaimers & Limitation of Liability

- 8.1. We provide Arcadia services on an "as is" and "as available" basis, without any warranties of merchantability, fitness for a particular purpose, or accuracy. We do not guarantee that access to the platform will be uninterrupted, error-free, or secure.
- 8.2. To the fullest extent permitted by law, we are not liable for any indirect, incidental, or consequential damages arising from your use of the services. This includes, but is not limited to:
- (a) Loss of profits, data, or business opportunities.
 - (b) Issues resulting from user conduct, third-party links, or transactions.
 - (c) Any disruptions, errors, or security breaches affecting service availability.
- 8.3. You acknowledge that you use Arcadia's services at their own risk, and Arcadia assumes no responsibility for any outcomes related to platform usage.

9. Privacy

- 9.1. We are committed to protecting your personal data in compliance with Singapore's Personal Data Protection Act 2012 (PDPA). This section outlines how we collect, use, disclose, and safeguard your information.
- 9.2. We collect personal data (e.g., name, contact details, transaction history) to:
- (a) Facilitate transactions and deliver services,
 - (b) Improve platform functionality and user experience and
 - (c) Comply with legal obligations (e.g., fraud prevention, tax reporting).
- 9.3. By using the Services, you consent to:
- (a) The collection, use, and disclosure of your data for the purposes stated here.
 - (b) Sharing data with third-party service providers (e.g., payment processors, logistics partners) necessary to operate the platform.
- 9.4. You may request access to or correction of your data by contacting our Data Protection Officer (DPO) at dpo@arcadiatcg.com. Reasonable fees apply for repetitive or unfounded requests.
- 9.5. You may withdraw consent for data use, but this may restrict your access to the Services.
- 9.6. We implement technical safeguards (e.g., encryption, access controls) and regular audits to protect your data. Data is retained only as long as necessary for legal or operational purposes, after which it is securely anonymised or destroyed.

- 9.7. In the event of a data breach likely to result in significant harm:
- (a) Affected users and the Personal Data Protection Commission (PDPC) will be notified promptly.
 - (b) Immediate steps will be taken to mitigate risks and prevent recurrence.

10. Arbitration & Governing Law

- 10.1. These Terms are governed by and construed in accordance with the laws of the Republic of Singapore, without regard to its conflict of laws principles. Any dispute, controversy, or claim arising out of or relating to these Terms, including their validity, breach, or termination, shall be resolved exclusively through binding arbitration administered by the Singapore International Arbitration Centre (SIAC) in accordance with the SIAC Arbitration Rules in force at the time of the dispute.

11. Modifications to Terms

- 11.1. We reserve the exclusive right, at its sole discretion, to amend, update, or modify these Terms at any time. Modifications may reflect changes in legal requirements, platform functionality, or business practices.
- 11.2. All modifications will be prominently posted on the Arcadia platform. Users will receive advance notice of material changes via email or in-app notifications at least 15 days prior to their effective date, unless urgent legal or operational reasons require immediate implementation.
- 11.3. Your continued use of the Services after the effective date of any modified Terms constitutes deemed acceptance of the revised Terms. If you disagree with the changes, you must immediately cease all use of the Services and terminate your account.
- 11.4. You are responsible for regularly reviewing the latest version of the Terms available at www.arcadiatcg.com/terms. We will not provide individualised notice of non-material changes.
- 11.5. If any provision of the modified Terms is held invalid or unenforceable under Singapore law, the remaining provisions will remain fully binding and enforceable.
- 11.6. The modified Terms supersede all prior agreements, representations, or understandings between you and komodit.io Pte Ltd.

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