Arbitration Rules for Hedgex Decentralized Exchange

These Arbitration Rules ("Rules") govern the arbitration process for disputes arising in connection with the use of the Hedgex Decentralized Exchange (the "Exchange"). The rules apply to all users of the Exchange and are designed to ensure an efficient, fair, and impartial resolution of disputes.

1. General Provisions

- 1.1. Scope of Arbitration: Any dispute, controversy, or claim arising out of or in connection with the use of the Exchange, including but not limited to disputes related to the interpretation or enforcement of these Terms and Conditions, shall be resolved by arbitration in accordance with these Rules.
- 1.2. Consent to Arbitration: By using the Exchange, all parties consent to the binding arbitration of disputes as outlined in these Rules.

2. Arbitration Process

- 2.1. Initiation of Arbitration: A party wishing to initiate arbitration must provide written notice to the other party detailing the nature of the dispute, relevant facts, and the relief sought. This written notice ("Notice of Arbitration") shall be sent to the other party via email or through a designated channel on the Exchange platform.
- 2.2. Response: The responding party shall have 30 days from the receipt of the Notice of Arbitration to submit a written response. The response shall include any counterclaims or defenses.

3. Appointment of Arbitrator

- 3.1. Selection: The parties shall jointly select an arbitrator with expertise in cryptocurrency and blockchain matters within 15 days of the submission of the response. If the parties cannot agree on an arbitrator, either party may request the appointment of an arbitrator from a recognized arbitration body or panel.
- 3.2. Independence and Impartiality: The arbitrator must be independent and impartial. Before accepting an appointment, the arbitrator shall disclose any potential conflicts of interest.

4. Conduct of Proceedings

- 4.1. Location of Arbitration: The arbitration shall be conducted remotely, utilizing video conferencing or other electronic means, unless the parties agree otherwise.
- 4.2. Language: The arbitration proceedings shall be conducted in English unless the parties agree on another language.
- 4.3. Evidence and Hearings: The parties may submit evidence and present oral arguments in accordance with the arbitrator's guidance. The arbitrator shall have discretion over the admissibility of evidence and the conduct of hearings.

5. Arbitration Award

- 5.1. Issuance of Award: The arbitrator shall issue a written award within 30 days of the conclusion of the arbitration proceedings, outlining the reasons for the decision.
- 5.2. Final and Binding: The arbitration award shall be final and binding on all parties. The parties waive any right to appeal the award to a court or other authority except where permitted by applicable law.

6. Confidentiality

6.1. Confidentiality Obligation: All aspects of the arbitration, including any awards or settlements, shall be kept confidential by both parties unless disclosure is required by law or agreed by both parties.

7. Costs and Fees

7.1. Arbitration Costs: Each party shall bear its own costs and fees associated with the arbitration, including legal representation. The arbitrator may allocate arbitration costs and fees in the final award.

8. Governing Law

8.1. Governing Law: These Rules shall be governed by and construed in accordance with the laws of [Insert Jurisdiction], without regard to its conflict of laws principles.

9. Amendments

9.1. Amendment of Rules: Hedgex reserves the right to amend these Rules at its discretion. Any amendments shall be made available on the Exchange platform and shall apply to disputes arising after the effective date of the amendments.

10. Contact Information

If you have any questions or concerns regarding these Arbitration Rules, please contact us at admin@hedgex.exchange