

## **RKX Customer Terms of Use**

(as of October 2024)

This Customer Terms of Use (“**Terms**”) is between you (hereinafter referred to as “**you**” or “**your**”) and RKX (BVI) Limited (“**RKX**” or “**us**” or “**we**” or “**our**”). By accessing, using or clicking “I agree” to any of the services made available by RKX or its affiliates through the website (<https://www.rkx.com>), our mobile applications, or any other related services provided by RKX or its affiliates as further described in Clause 3 below (hereinafter the “**Service**” or collectively, the “**Services**”) you agree that you have read, understood and accepted all of the terms and conditions contained in this Terms, as well as the rest of our risk notices, disclaimers and our Privacy Policy as may from time to time be published on the RKX website and amended in RKX’s discretion. In addition, when using some functions of this Service, you will also need to comply with the additional terms and conditions applicable to these functions. If you do not understand or agree with these Terms in their entirety, you should not register for a RKX Account or access or use the Platform or any of the Services.

**Please read these Terms carefully as they govern your use of the Services. These Terms contain important provisions. The value of Digital Currencies can fluctuate, and there can be a substantial risk that you may lose money when buying, selling, holding, or investing in Digital Currencies. By using the Services you acknowledge and agree that:**

- (A) You are aware of the risks associated with transacting in Digital Currencies;**
- (B) You assume all risks with respect to your use of the Services and trading in Digital Currencies and;**
- (C) RKX is not responsible or liable for any such risks or adverse outcomes arising from your Transactions.**

**Disclaimer:**

*We are not your broker, intermediary, agent or advisor and we have no fiduciary relationship or obligation to you in connection with any Transactions or other activities you undertake when using the Services. We do not provide investment or consulting advice of any kind and no communication or information that we provide to you is intended as, or should be construed as, advice of any kind.*

*It is your sole responsibility to determine whether any investment, strategy or related transaction is appropriate for you according to your personal investment objectives, financial circumstances and risk tolerance and you are responsible for any associated loss or liability. We do not recommend any specific digital asset transactions, and we are not liable for decisions you make to buy, sell or hold any digital currencies, including any losses you incur arising from those decisions.*

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## 1. Definition

1.1. The following defined terms appear in this Terms:

- (a) **“Access ID(s)”** means your RKX Account details, username, password, personal identification numbers, API keys, API secret keys, or any other codes or forms of authentication that you use to access your RKX Account or the Services or to send Instructions;
- (b) **“API”** means application program interface;
- (c) **“Applicable Law”** means all relevant or applicable statutes, laws (including rules of common law), principles of equity, rules, regulations, regulatory principles and requirements, notices, orders, writs, injunctions, judgments, bye-laws, rulings, directives, proclamations, circulars, mandatory codes of conduct, guidelines, practice notes and interpretations (whether of a governmental body, regulatory or other authority, or self-regulatory organisation of which RKX is a member), that are applicable to the provision, receipt or use of the Services, or any other products or deliverables provided, used or received in connection with the Services, these Terms, or any Product Terms;
- (d) **“Client Money”** means any Fiat Currency which RKX holds on your behalf or which RKX treats as Client Money;
- (e) **“Corporate Account”** means a RKX Account maintained for a corporation, entity, or other organisation for the provision of the Services;
- (f) **“Digital Currency”** means "convertible virtual currency", "cryptocurrency" or "digital goods", such as bitcoin or ether, which is based on the cryptographic protocol of a computer network that may be (i) centralized or decentralized, (ii) closed or open-source, and (iii) used as a medium of exchange and/or store of value;
- (g) **“Fiat Currency”** means any government or central bank issued national, or supra-national, currency, or other monetary obligation denominated in such currency and which is not a Digital Currency;
- (h) **“Force Majeure Events”** means:
  - (a) any fire, strike, riot, civil unrest, terrorist act, war or industrial action;
  - (b) any natural disaster such as floods, tornadoes, earthquakes and hurricanes;
  - (c) any epidemic, pandemic or public health emergency of national or international concern;
  - (d) any act or regulation made by a government, supra national body or authority that we believe stops us from providing the Services on the Platform;
  - (e) the suspension or closure of any RKX affiliates;
  - (f) the imposition of limits or unusual terms by a government on any Digital Currency traded on our Platform;
  - (h) technical failures in transmission, communication or computer facilities including power failures and electronic or equipment failures;
  - (i) the failure of any supplier, intermediate broker, agent, principal custodian, sub-custodian, dealer, exchange, staking platform, liquidity pool, bridge provider, market maker, clearing

house or regulatory organisation to perform its obligations to us; (j) any labour or trade disputes, strikes, industrial actions or lockouts (other than in each case by RKX); and/or (k) an event which significantly disrupts the market for Digital Currency, which could include excessive movements in the price, supply or demand of a Digital Currency, whether regulated or unregulated;

- (i) **“Margin Trading”** means your engagement in any transaction exceeding the underlying value of your collateral in which assets of the transactions are purchased entirely or partially through the use of Margin. For detailed terms and conditions, please refer to Margin Trading Service Agreement;
- (j) **“List of Prohibited Countries”** means the list of countries listed in the List of Prohibited Countries;
- (k) **“Mobile App”** means any mobile application developed or provided by us that enables you to use or other access the Services;
- (l) **“Order”** means placing an instruction, request, or order given to RKX by you or a Permitted User in relation to the operation of your RKX Account or to effect a trade using the Services through such medium and in such form and manner as RKX may require and “Order” shall be construed accordingly;
- (m) **“Permitted User(s)”** means any person identified by you and communicated to us, in accordance with these Terms, that is authorized to act on a user’s behalf with respect to any Corporate Account;
- (n) **“Platform”** means the digital asset trading platform that we may make accessible to you via websites, Mobile App, a RKX API or by such other means as may be prescribed from time to time for the use of the Services;
- (o) **“RKX”** or **“us”** or **“we”** or **“our”** means RKX (BVI) Limited;
- (p) **“RKX Account”** means an account created by the User before using the Services;
- (q) **“Service(s)”** means services made available by RKX or its affiliates through the website (<https://www.rkx.com>), our mobile applications, or any other related services provided by RKX or its affiliates as further described in Clause 3;
- (r) **“Terms”** means this Customer Terms of Use between you and RKX;
- (s) **“Transaction”** means selling, purchasing or entering into any other type of transactions, or agreeing to sell, purchase or enter into any other type of transactions involving Digital Currency(ies), their derivatives, other asset(s) or product(s) as RKX may from time to time permit to be carried out on the Platform, and transferring Digital Currency into or out of your RKX Account;
- (t) **“User(s)”** means all users of the Services.

## **2. Eligibility**

2.1. By signing up to use a RKX Account (as detailed in Clause 4 below), you represent and warrant that you:

- (a) are at least 18 years old or of legal age to form a binding contract under Applicable Law;
- (b) are an individual, corporation, legal person, entity or other organization with full legal capacity and authority to enter into these Terms;
- (c) if you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, you must be duly authorized to act on behalf of and bind such legal entity for the purposes of entering into these Terms;
- (d) have not previously been suspended or removed from using our Services;
- (e) you do not currently have an existing RKX Account; and
- (f) are not located, incorporated, otherwise established in, or resident of, or have business operations in:
  - a. a jurisdiction where it would be illegal under Applicable Law for you to access or use the Services, or cause us or any third party to contravene any Applicable Law; or
  - b. a country listed in our List of Prohibited Countries.

## **3. Description of Services**

3.1. **Trading Service:** RKX provides a Platform (crypto to crypto) for Digital Currencies. RKX does not provide fiat trading capabilities as part of the Services. RKX functions as a trading platform provider and not as a buyer or seller in trades made between traders. Users must sign up and open an account with RKX as further set forth in Clause 5 below and deposit digital assets prior to commencement of trading. Traders may request the withdrawal of their digital assets, subject to the limitations as stated in these Terms.

3.2. **Community Service:** RKX provides you with community communication services. You can copy the users you are interested in, express your views and opinions in the community, and participate in interactions such as Likes. RKX strives to maintain the accuracy of information posted on the Services however it cannot and does not guarantee the accuracy, suitability, reliability, completeness, performance or fitness for any purpose of the content made available through the Services, and will not be liable for any loss or damage that may arise directly or indirectly from your use of such content. Information on the Services can be subjected to change without notice and is provided for the primary purpose of facilitating users to arrive at independent decisions. RKX does not provide investment or advisory advice and will have no liability for the use or

interpretation of information as stated in the Services or other communication mediums. All Users must understand that there are risks involved in trading in Digital Currencies. RFX encourages all users to exercise prudence and trade responsibly within their own means.

#### **4. Account Creation & Requirements**

##### **4.1. Account Creation**

- 4.1.1. Users must create a RFX Account at (<https://rfx.com/>) before using the Services. This may be a RFX Account for an individual user, or a Corporate Account where the user is a corporation, entity or other organisation.
- 4.1.2. To create a RFX Account, you must provide your real name, email address and password, as well as accept the Terms of Use and Privacy Policy. RFX may, in its sole discretion, refuse to open an account for you. You agree to provide complete and accurate information when opening an Account and agree to promptly update any information you provide to RFX so that such information is complete and accurate at all times.
- 4.1.3. Each account creation is for a single user only and each User (including with respect to any User that is a business or legal entity) may only maintain one active Account with RFX.
  - (a) By opening a RFX Account, you agree that:
    - (i) where you are an individual user, you will use your RFX Account only for yourself, and not on behalf of any third party, unless you have obtained our prior written consent to do so; and
    - (ii) where you are a corporate user, your Permitted Users will use the Corporate Account only for your benefit, and not on behalf of any third party, unless our prior written consent has been obtained. Additionally, you will not offer direct market access to the Platform to any other party, including through the use of a sub-account, unless and until such other party has completed identity verification deemed appropriate by RFX and has separately onboarded onto the Platform.

You are fully responsible for all activities that occur under your RFX Account.

##### **4.2. User Identity Verification**

- (a) By creating an RFX Account, you agree to share personal information requested for the purposes of identity verification. This information is used specifically for the detection of money laundering, terrorist financing, fraud and other financial crimes on the Platform. We will collect, use and share this information in accordance with our posted Privacy Policy. In addition to providing this information, to facilitate compliance with global

industry standards for data retention, you agree to permit us to keep a record of such information for the lifetime of your account plus 7 years beyond account closing. You also authorise us to make inquiries, either directly or through third parties, that are deemed necessary to verify your identity or to protect you and/or us against fraud, money laundering, terrorist financing or other financial crimes, and to take any action we deem necessary based on the results of such inquiries. When we carry out inquiries, you also acknowledge and understand that your Personal Data, and that of any Permitted Users, may be disclosed to identity verification, compliance data recordation, credit reference, fraud prevention, or financial crime agencies and that these agencies may respond to our inquiries in full.

- (b) The identity verification information we request may include, but is not limited to, your: name, email address, contact information, telephone number, username, government issued ID, date of birth and other information collected at the time of account creation.
- (c) In providing this required information, you confirm that it is accurate and authentic, and that the documents are a true reflection of your primary physical country of residence. In this regard, RKX reserves the right in its absolute discretion to reject any applicant who provides ID documents that evidence, indicate or confirm that he/she is using some form of digital and/or virtual government residency/identification from any country that allows the issuance of such residency/identification. RKX further reserves the right to keep confidential the list of such countries and amend or alter such list as and when it deems fit without requiring permission or approval from any third parties, nor shall it be required to divulge this list to any party, applicant or user unless lawfully compelled to do so by a competent authority. After account creation, you must guarantee that the information is truthful, complete and updated in a timely manner with any changes. If there is any reasonable doubt that any information provided by you is wrong, untruthful, outdated or incomplete, RKX shall have the right to send you a notice to demand corrections, remove relevant information directly and, as the case may be, terminate all or part of the Services to you. You shall be solely and fully responsible for any loss or expenses incurred during the use of RKX Service if you cannot be reached through the contact information provided. You hereby acknowledge and agree that you have the obligation to keep all information provided up to date if there are any changes.

#### 4.3. **Account Usage Requirements**

- 4.3.1. RKX Accounts can only be used by the person whose name they are registered under. RKX reserves the right to suspend, freeze or cancel accounts that are used by persons other than the persons whose names they are registered under. You shall immediately notify RKX if you suspect or become aware of unauthorized use of your username and password. RKX will not be liable for any loss or damage arising from any use of your

RKX Account by you or by any third party (whether or not authorized by you).

- 4.3.2. Users can modify their nicknames on RKX with the rules as follows: Modification can be set once after 180 days since account creation. Each new modification requires another 180 days.

*Note: Users can apply for modification online when they have met some conditions.*

#### 4.4. **Account Security**

- 4.4.1. RKX strives to maintain the safety of those user funds entrusted to us and has implemented industry standard protections for the Services. However, there are risks that are created by individual User actions. You agree to consider your access credentials such as username and password as confidential information and not to disclose such information to any third party. You also agree that you alone are responsible for taking necessary safety precautions to protect your own account and personal information.
- 4.4.2. You shall be solely responsible for the safekeeping of your Account and password on your own, and you shall be responsible for all activities under Account. RKX will not be responsible for any loss or consequences of authorized or unauthorized use of your Account credentials including but not limited to information disclosure, information posting, consent to or submission of various rules and agreements by clicking on the website, online renewal of agreement, etc.
- 4.4.3. At all times, you and any Permitted Users shall maintain adequate security and control of all your Access IDs. You are responsible for taking the necessary security measures (or ensuring that your Permitted Users take such measures) to protect your RKX Account and to keep your Access ID secure, including by:
- (i) strictly abiding by all of our mechanisms or procedures;
  - (ii) creating a strong password and maintaining security and control of your Access IDs;
  - (iii) keeping the contact details provided to us up to date in order to receive any notices or alerts that we may send you;
  - (iv) never allowing remote access or sharing your computer and/or computer screen with someone else when you are logged on to your Accounts;
  - (v) remembering that under no circumstances will we ask you to share your passwords or 2-factor authentication codes; and
  - (vi) logging out from the sites or the Platform at the end of each visit.



4.4.4. You must keep the contact details secure against any attacks and unauthorized access. You must notify us immediately if you have knowledge or have reason for suspecting that the security of your contact details, or that of a Permitted User, has been compromised or if there has been any unauthorized use of your or any Permitted User's contact details.

- (a) It is important that you monitor your Account history to ensure any unauthorised or suspicious activity on your Account is identified and notified to us as soon as possible. You acknowledge that any security breach may result in unauthorised access to your Account by third parties and the loss or theft of any Digital Assets and/or funds held in your Account and any associated accounts, including your linked bank account(s) and credit card(s).
- (b) By creating an Account, you hereby agree that:
  - (i) you will notify RKX immediately if you are aware of any unauthorized use of your RKX Account and password by any person or any other violations to the security rules;
  - (ii) you will strictly observe the security, authentication, dealing, charging, withdrawal mechanism or procedures of the website/service;
  - (iii) you will log out from the website by taking proper steps at the end of every visit; and
  - (iv) the proceeds gained from impersonation will be regarded as illegal income. RKX is not responsible for any losses caused thereby.

#### 4.5. **Account History**

4.5.1. You will be able to access your RKX Account's history on the Platform. You must review your RKX Account history carefully and let us know if you see any entries or Transactions that you do not recognize or you think are incorrect within 14 days of the date the history is provided or made available to you.

4.5.2. We may rectify any error in your RKX Account history at any time, and reserve the right to void or reserve any Transaction involving or deriving from a Manifest Error or to amend the details of such Transaction to reflect what we reasonably consider to be the correct or fair details of such a Transaction absent Manifest Error.

("Manifest Error" means any error, omission or misquote (whether an error of RKX or any third party) which is manifest or palpable, including a misquote by any representative of RKX taking into account the current market and currently advertised quotes, or any error of any information, source, official, official result or pronunciation.)

4.5.3. Without prejudice to the generality of the other terms in these Terms, and in the absence of fraud or bad faith, RKX shall in no circumstances be liable to you for any loss or

demand of whatsoever nature you may suffer or incur in connection with any Manifest Error howsoever arising, whether direct or indirect, special or consequential, including, but not limited to, loss of profit or loss of opportunity, even if Binance had been advised of the possibility of the same arising or that the same were reasonably foreseeable.

## **5. Client Money**

- 5.1. Client Money will be held segregated from money belonging to RKX. The Client Money will be held in Client Money accounts by a third party banking partner licensed to hold Client Money.
- 5.2. Client Money held by RKX in a Client Money account shall be subject to the protections conferred by Applicable Law.
- 5.3. You acknowledge that your money shall be pooled with other Client Money into one Client Money account, therefore, whilst your money is segregated from money belong to RKX, it is not segregated from Client Money belonging to other Users. In the event of our insolvency, winding up or other such similar event, the Client Money will be treated in accordance with Applicable Law.
- 5.4. RKX shall conduct a daily reconciliation of the Client Money that RKX holds on your behalf. RKX will not send out physical statements, but you may instead review your near-real time statements at any time by logging into your RKX Account. RKX will at all times maintain records for individual balances.
- 5.5. RKX shall not be liable for the insolvency of third-party banking partner(s) holding Client Money. RKX conducts an extensive due diligence assessment of any third-party banking partner(s) prior to entering into a client money account agreement, in order to ensure that those banks are safe repositories and licensed to hold Client Money.

## **6. Safe Custody**

- 6.1. When Digital Currencies are held in custody by us on your behalf, RKX shall record, register and hold such Digital Currencies in an appropriate manner to effectively safeguard and control such assets.
- 6.2. Your Digital Currencies will be recorded in your RKX Account and segregated in our ledger from Digital Currencies belonging to RKX and/or other Users.
- 6.3. Your Digital Currencies will be pooled on-chain with other Digital Currencies in omnibus wallets.
- 6.4. RKX shall conduct a daily reconciliation of your Digital Currencies that are held by RKX on your behalf. RKX will not physically send out statements, instead, you may view your near-real time statement at any time upon logging into your RKX Account.
- 6.5. Unless agreed otherwise, Digital Currencies deposited by the Users with RKX are held in custody by RKX on behalf of the Users and not used by RKX for any other purpose.

## 7. Guidelines for Usage of the Services

### 7.1. Prohibition of Use

7.1.1. You may use our Services only for lawful purposes. You **may not** use our Services:

- (a) in any way that breaches or is intended to breach any applicable local, national or international law, regulation or policy, or causes RKX to breach any Applicable Law or regulation;
- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) for the purpose of harming or attempting to harm others, including minors in any way;
- (d) for anything that is abusive, harmful or does not comply with our content standards;
- (e) in connection with any unsolicited or unauthorised advertising or promotional material or any other form of spam;
- (f) to deal in harmful programs such as viruses, spyware, or similar computer code designed to adversely affect the operation of any computer software or hardware;
- (g) in any way that would evade any applicable taxes, levies or duties illegally or facilitate any form of tax evasion;
- (h) in a manner that is likely to result in complaints, disputes, reversals, chargebacks or other liability (directly or indirectly) to RKX, other customers of RKX, third parties or yourself;
- (i) for an unapproved purpose (that is if you are approved to use our Services for certain business purposes, then you must not use our Services for personal purposes or any other unapproved business purposes); or
- (j) for (1) 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 Platform, or replicate or bypass the navigational structure or presentation of the Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through the Services; (2) attempt to access any part or function of the Platform without authorisation, or connect to the Services or any of our servers or any other systems or networks of any the Services provided through the Platform by hacking, password mining or any other unlawful or prohibited means; (3) probe, scan or test the vulnerabilities of the Services or any network connected to the Platform, or violate

any security or authentication measures on the Services or any network connected to the Services; (4) reverse look-up, track or seek to track any information of any other users or visitors of Binance Services; (5) take any actions that impose an unreasonable or disproportionately large load on the infrastructure of systems or networks of the Services or RKK, or the infrastructure of any systems or networks connected to the Services; (6) use any devices, software or routine programs to interfere with the normal operation of the Services or any transactions on the Services, or any other person's use of the Services; or (7) forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to us.

7.1.2. The following commercial uses of RKK data is **prohibited** unless written consent from RKK is granted:

- (a) exchange services that use quotes or order book information from RKK.
- (b) data feed or data stream services that make use of any market data from RKK.
- (c) any other websites/apps/services that charge for, or otherwise commercially monetize (including through advertising or referral fees), market data obtained from RKK.

7.1.3. You **shall not** use the Platform in any way, provide any information or content, or engage in any conduct in using the Platform that:

- (a) is unlawful, illegal or unauthorized;
- (b) is defamatory of any other person;
- (c) is obscene, sexually explicit or offensive;
- (d) advertises or promotes any other product or business;
- (e) is likely to harass, upset, embarrass, alarm or annoy any other person;
- (f) is likely to disrupt the Platform in any way, or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (g) infringes any copyright, trademark, trade secret, or other proprietary right of any other person;
- (h) restricts or inhibits any other person from using the Platform, including, without limitation, by means of "hacking" or defacing any portion of the Platform;
- (i) disables, damages or alters the functioning or appearance of the Platform;
- (j) "frames" or "mirrors" any part of the Platform without our prior written authorization;
- (k) uses any robot, spider, site search/retrieval application, or other manual or

automatic device or process to download, retrieve, index, “data mine”, “scrape”, “harvest” or in any way reproduce or circumvent the navigational structure or presentation of the Platform or its contents;

- (l) harvests or collects information about other Users without their express consent;
- (m) sends unsolicited or unauthorized advertisements, spam, or chain letter to other Users of the Platform;
- (n) except as otherwise permitted by the Company in writing, open multiple accounts except as otherwise explicitly permitted by the Platform;
- (o) conduct frequent, intensive trading with or without software or trading tools that are unauthorized by the Platform;
- (p) transmits any content which contains software viruses, or other harmful computer code, files or programs; or
- (q) advocates, promotes or assists any violence or any unlawful act.

RKX reserves the right to select its markets and jurisdictions to operate and may restrict or deny the Services as per the List of Prohibited Countries at its sole and absolute discretion.

## 7.2. License

7.2.1. Subject to your continued compliance with the express terms and conditions of these Terms, RKX provides to you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to access and use the Services on your computer or other internet compatible device for your personal, internal use only. You are not permitted to use the Services for any resale or commercial use including to place trades on behalf of another person or entity. All such use is expressly prohibited and shall constitute a material violation of these Terms. The content layout, formatting, and features of and access privileges for the Services shall be as specified by RKX in its sole discretion. All rights not expressly granted under these Terms are hereby reserved. Accordingly, you are hereby prohibited from using the Services in any manner that is not expressly and unambiguously authorized by these Terms.

7.2.2. These Terms provide only a limited license to access and use the Services. Accordingly, you hereby agree that RKX transfers no ownership or intellectual property interest or title in and to the Services or any RKX intellectual property to you or anyone else in connection with your use of the Services. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design,

structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Services are exclusively owned, controlled, and/or licensed by RKX or its members, parent(s), licensors, or affiliates.

7.2.3. RKX will own any feedback, suggestions, ideas, or other information or materials regarding RKX or the Services that you provide, whether by email, through the Services or otherwise ("**Feedback**"). You hereby assign to RKX all right, title and interest to Feedback together with all associated intellectual property rights. You will not be entitled to, and hereby waive any claim for, acknowledgment or compensation based on any Feedback or any modifications made based on any Feedback.

### 7.3. **Restrictions**

7.3.1. When you use the Services you agree and covenant to observe the following:

- (a) all the activities that you carry out during the use of the Services will be in compliance with the requirements of applicable laws, regulations, as well as the various guidelines of RKX;
- (b) your use of the Services will not be in violation of public interests, public ethics or other's legitimate interests including taking any action that would interfere with, disrupt, negatively affect, or inhibit other Users from using the Services; and
- (c) you agree not to use the Services for engaging in market manipulation, fraudulent trading, taking advantage of unpublished material information or any other activities that constitutes unfair trading in RKX's sole discretion (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, rat or other kinds of insider trading and spoofing or layering regardless of whether prohibited by law).

7.3.2. You may not modify, reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any proprietary notices or labels, license, sublicense, sell, mirror, frame, rent, lease, private label, grant a security interest in, create derivative works of, or otherwise exploit the Properties, or any portion of the Properties without RKX's prior written consent.

7.3.3. You may not (i) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Properties or in any way reproduce or circumvent the navigational structure or presentation of the Services to

obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Services; (ii) attempt to gain unauthorized access to any portion or feature of the Properties or any other systems or networks connected to the Services or to any RFX server or to any of the services offered on or through the Services, by hacking, password "mining," or any other illegitimate or prohibited means; (iii) probe, scan, or test the vulnerability of the Services or any network connected to the Properties, nor breach the security or authentication measures on the Services or any network connected to the Services; (iv) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Services; (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or RFX's systems or networks or any systems or networks connected to the Services; (vi) use any device, software, or routine to interfere with the proper working of the Services or any transaction conducted on the Services, or with any other person's use of the Services; (vii) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to the Services; or (viii) use the Services in an unlawful manner.

7.3.4. By accessing the Service, you agree that RFX shall have the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions to apply relevant rules without receiving your consent or giving prior notice to you. Examples of such actions include, but are not limited to:

- (a) block, close and/or cancel the relevant orders, whether executed or not (including opening or closing orders)
- (b) freezing your account
- (c) reporting the incident to authorities
- (d) publishing the alleged violations and actions that have been taken
- (e) deleting any information you published that is in violation
- (f) suspend or terminate the services
- (g) request compensation for any losses so caused to RFX.

## **8. Orders and Service Fees**

### **8.1. Orders**

8.1.1. You must ensure that any Order placed is complete and accurate. We are not required to verify the accuracy, authenticity or validity of any Order and will not monitor or reject Orders on the basis that they are, or appear to be, duplicates. However, if we are in doubt as to the accuracy, authenticity or validity of an Order, we may refuse to act upon or defer

acting upon any Order, or seek further information with respect to the Order.

- 8.1.2. Upon placing an Order, your RFX Account will be updated to reflect the open Order and your Order will be included in RFX's order book for matching with Orders from other Users. If all or a portion of your Order is matched with another User, the Services will execute an exchange (a "**Trade**"). Upon execution of a Trade, your Account will be updated to reflect that the Order has either been closed due to having been fully executed, or updated to reflect any partial fulfillment of the Order. Orders will remain open until fully executed or cancelled in accordance with Clause 8.2 below. For purposes of effectuating a Trade, you authorize RFX to take temporary control of the Digital Currency that you are disposing of in the Trade.
- 8.1.3. You are aware that Orders and information transmitted on the Platform or by email are generally transmitted via the internet and may be router via public, transnational installations which are not specifically protected. We cannot guarantee that the Orders and information transmitted will be completely protected against unauthorized access, and you accept the associated risks.
- 8.1.4. Subject to these Terms, and provided that you have sufficient balance on your RFX Account and the relevant Digital Currencies are not on hold in your RFX Account in connection with any Services, you may give Orders to RFX to transfer Digital Currencies to an external wallet address by submitting a withdrawal request on the Platform. Upon receipt of the withdrawal request, we will: (i) deduct your RFX Account balance; and (ii) initiate an on-chain transfer to an external wallet designated by you. RFX may not process a withdrawal request if, in our reasonable opinion, we consider that Applicable Law prevents the execution of the relevant withdrawal. RFX may also suspend withdrawals at such time deemed appropriate by RFX to resolve any incidents on the Platform. Once such incidents have been resolved, RFX will resume withdrawals.

## 8.2. **Cancellations**

You may only cancel an Order initiated via the Services if such cancellation occurs before your Order has been matched with an Order from another user. Once your Order has been matched with an Order from another user, you may not change, withdraw, or cancel your authorization for RFX to complete such Order. If any order has been partially matched, you may cancel the unmatched portion of the Order unless and until the unmatched portion has been matched. RFX reserves the right to refuse any cancellation request associated with an Order after you have submitted such Order. If you have an insufficient amount of Digital Currency in your RFX Account to fulfill an Order, RFX may cancel the entire Order or may fulfill a partial Order that can be covered by the Digital Currency in your RFX Account (in each case after deducting any fees payable to RFX in connection with the Trade as described Clause 8.3 below).



### 8.3. **Fees**

You agree to pay RKX the fees set forth which may be updated from time to time in RKX's sole discretion. Any such updated fees will apply prospectively to any Trades or other transactions that take place following the effective date of such updated fees. You authorize RKX to remove any amounts from your RKX Account for any applicable fees owed by you under these Terms. Should there be insufficient balance in your RKX Account to deduct any fees due and owing to RKX under this provision, you agree that you shall forthwith deposit such amount into your RKX Account as soon as possible (and in no event later than three (3) working days after such fees become payable) as to enable RKX to deduct the appropriate fees. Failure to do so will entitle RKX at its own absolute discretion to suspend, close or cancel the RKX Account and treat the unpaid fees as a debt owing by you to RKX and thereby an amount recoverable from you by any legal means available to RKX. Any interest on unpaid fees, as well as any and all costs and charges arising from the recovery actions of unpaid fees, shall be solely borne by you and payable to RKX on an indemnity basis.

## 9. **Margin Trading**

- 9.1. Please refer to Margin Trading Service Agreement which sets out the terms and conditions of Margin Trading.

## 10. **Disclaimer of Warranties**

- 10.1. To the maximum extent permitted under Applicable Law, the Services, the RKX materials and any product, service or other item provided by or on behalf of RKX are provided on an "as is" and "as available" basis and RKX expressly disclaims, and you waive, any and all other warranties of any kind, whether express or implied, including, without limitation, implied 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.
- 10.2. Without limiting the foregoing, RKX does not represent or warrant that the site, the Services or RKX materials are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components. RKX does not guarantee that any Order will be executed, accepted, recorded or remain open. Except for the express statements set forth in this Terms, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your use and access of the Services. Without limiting the foregoing, you hereby understand and agree that RKX will not be liable for any losses or damages arising out of or relating to:
- (a) any inaccuracy, defect or omission of Digital Currency price data;
  - (b) any error or delay in the transmission of such data;

- (c) interruption in any such data; and
  - (d) any damages incurred by another user's actions, omissions or violation of this Terms.
- 10.3. We may, from time to time, suspend access to your RKX Account and/or the Services, for both scheduled and emergency maintenance. Where possible, we will provide advance notice of any such maintenance. We will make reasonable efforts that Transactions on the Platform are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete processing, which is dependent upon many factors outside of our control.
- 10.4. Links to third-party websites (including, without limitation, content, materials, and/or information in the third-party websites) may be provided as a convenience but they are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the content, materials, information or services contained in any third-party websites accessible or linked from the Platform.
- 10.5. 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.

## **11. Limitation of Liability**

- 11.1. To the maximum extent permitted by Applicable Law, in no event will RKX, 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 business or financial benefit) arising out of or in connection with the Services, any performance or non-performance of the Services, or any other product, service or other item provided by or on behalf of RKX and its affiliates, whether under contract, statute, strict liability or other theory even if RKX 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 RKX's 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.
- 11.2. Notwithstanding the foregoing, in no event will the liability of RKX, its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors arising out of or in connection the Services, any performance or non-performance of the services, or any other product, service or other item provided by or on behalf of RKX or its affiliates whether under contract, statute, strict liability or other theory, exceed the amount of the fees paid by you to RKX under this Terms in the twelve-month period immediately preceding the event giving rise to the claim for liability.

## **12. Indemnity**

- 12.1. You agree to indemnify and hold harmless RKX, its 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:
- (a) your access to or use of, or conduct in connection with, the Services;
  - (b) your breach or our enforcement of these Terms; or
  - (c) your violation of any Applicable Law, regulation, or rights of any third party during your use of the Service.
- 12.2. If you are obligated to indemnify RKX, its affiliates, contractors, licensors, and their respective directors, officers, employees or agents pursuant to this clause, RKX will have the right, in its sole discretion, to control any action or proceeding and to determine whether RKX wishes to settle, and if so, on what terms.

## **13. Announcements**

- 13.1. Please be aware that all official announcements, news, promotions, competitions and airdrops will be listed on RKX official website where we urge all Users to refer to regularly. RKX 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.

## **14. Closing your RKX Account**

- 14.1. You may terminate your RKX Account at any time by following the account termination procedures as prescribed by us from time to time. You will not be charged for terminating your RKX Account, although you will be required to pay any outstanding amounts owed to us. You authorize us to cancel or suspend any pending transactions at the time of cancellation, and to deduct any outstanding amounts that you owe us from your RKX Account.
- 14.2. In certain circumstances, you may not be able to close your RKX Account, including where:
- (a) you are trying to evade an investigation by relevant authorities;
  - (b) you have a pending Transaction or an open claim;
  - (c) your RKX Account has any outstanding amounts owed to us; or
  - (d) your RKX Account is subject to a freeze, hold, limitation or reserve.
- 14.3. If your RKX Account is closed, you will be required to withdraw all Digital Currencies held in your

RKX Account. In the event that you fail to withdraw your Digital Currencies, or if you have not accessed your RKX Account for a continuous period of 90 days, will send you notice of our intention to treat your account as dormant.

14.4. If you do not respond the notice in clause 14.3 within 30 days, we may:

- (a) mark your RKX Account as a dormant account;
- (b) convert the Digital Currencies to a different type of Digital Currency. In doing so, we will not be liable for any loss of profit, tax obligations or any other loss, damage or expense incurred by you resulting from such conversion;
- (c) transfer such dormant account and/or any Digital Currencies held in that account to any third party (including, without limitation, any third-party custodian or an isolated wallet) if we consider it is reasonably necessary to do so. If this happens, you have the right to retrieve your Digital Currencies, subject to satisfying our (or the relevant third party's) reasonable verification requirements and any other applicable terms and conditions;
- (d) adjust your dormant account such that you will receive a contractual claim on the quantity and type of Digital Currencies, which were held on your RKX Account before being converted into a dormant account;
- (e) charge a dormant account fee which may be to cover the cost of maintaining the Digital Assets with any Binance Affiliate or any third party, with such fee to be withdrawn directly from the dormant account on a monthly basis; and
- (f) close a dormant account at any time.

## **15. Suspension of RKX Account**

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

- (a) The RKX Account is subject to governmental proceeding, criminal investigation or other pending litigation.
- (b) We detect unusual activity in the RKX Account.
- (c) We detect unauthorized access to the RKX Account.
- (d) We are required to do so by a court order or command by a regulatory/government authority.

- 15.2. In case of any of the following events, RKX shall have the right to directly terminate this Terms by canceling your Account, and shall have the right to permanently freeze (cancel) the authorizations of your RKX Account on RKX and withdraw the corresponding RKX Account thereof:
- (a) after RKX terminates services to you.
  - (b) you allegedly sign up or sign up in any other person's name as RKX user again, directly or indirectly;
  - (c) the information that you have provided is untruthful, inaccurate, outdated or incomplete;
  - (d) when these Terms are amended, you expressly state and notify RKX of your unwillingness to accept the amended Terms;
  - (e) you request that the Services be terminated; and any other circumstances where RKX deems it should terminate the services.
- 15.3. Should your RKX Account be terminated, the RKX Account and transactional information required for meeting data retention standards will be securely stored for 7 years. In addition, if a transaction is unfinished during the RKX Account termination process, RKX 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.
- 15.4. If RKX receives notice that any funds held in your RKX Account are alleged to have been stolen or otherwise are not lawfully possessed by you, RKX may, but has no obligation to, place an administrative hold on the affected funds and your RKX Account. If RKX does place an administrative hold on some or all of your funds or RKX Account, RKX may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to RKX has been provided to RKX in a form acceptable to RKX. RKX will not involve itself in any such dispute or the resolution of the dispute. You agree that RKX will have no liability or responsibility for any such hold, or for your inability to withdraw funds or execute trades during the period of such hold.
- (a) Remaining funds after RKX Account termination

Except as set forth in Clause 15.4(b) below, once the RKX Account is closed/withdrawn, all remaining balance (which includes charges and liabilities owed to RKX) on the RKX Account will be payable immediately to RKX. Upon payment of all outstanding charges to RKX (if any), the User will have 5 business days to withdraw the original amount(s) deposited into the RKX Account (which, for the sake of avoiding any doubt, is net of any trading losses incurred prior to the termination of the account, whether or not reflected in

the RKX Account balance at the time of termination). The User shall not be entitled to any net trading profits which shall be forfeited by RKX accordingly. Should the balance in the RKX Account upon termination be less than the original deposited amount, due but not limited to trading losses or earlier withdrawals, the User shall only be entitled to withdraw the lesser existing amount and shall have no recourse whatsoever against RKX for the balance under any circumstances.

(b) Remaining funds after RKX Account termination due to fraud, violation of law, or violation of these Terms

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

## **16. Compliance with Applicable Laws**

- 16.1. It is the responsibility of the User to abide by Applicable Laws in relation to the legal usage of RKX in their local jurisdiction. Users must also factor, to the extent of their Applicable Laws all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities. All Users of RKX and any of its services acknowledge and declare that the source of their funds comes from a legitimate manner and are not derived from illegal activities. RKX maintains a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, terminate the account and funds of Users which are flagged out or investigated by legal mandate.

## **17. Miscellaneous**

- 17.1. **Independent Parties.** RKX is an independent contractor and not an agent of you in the performance of these Terms. These Terms are not to be interpreted as evidence of an association, joint venture, partnership, or franchise between the parties.
- 17.2. **Entire Agreement.** These Terms constitute the entire agreement between the Parties regarding use of the Services and will supersede all prior agreements between the Parties whether, written or oral. 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 of these Terms.
- 17.3. **Force Majeure.** RKX will not be liable for any delay or failure to perform as required by these Terms to the extent the delay or failure is caused by a Force Majeure Event.
- 17.4. **Severability.** If any portion of these Terms are 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.

- 17.5. **Assignment.** You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from us, including by operation of law or in connection with any change of control. RKX 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.
- 17.6. **Waiver.** The failure of a party to require performance of any provision will not affect that party's right to require performance at any time thereafter, nor will a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 17.7. **Contact Information.** For more information on RKX, you can refer to the company and license information found on the website. If you have questions regarding this Terms, please feel free to contact RKX for clarification via our Customer Support team at [support@rkx.com](mailto:support@rkx.com).
- 17.8. **Language.** These Terms may be translated into a language other than the English language. Any such translation is provided solely for your convenience. In the event of inconsistency or ambiguity, the English text will prevail.
- 17.9. **Governing Law.** These Terms shall be governed by, and construed in accordance with, the laws of the British Virgin Islands.

## 18. Changes to the Terms

- 18.1. RKX reserves the right to modify or change the Terms at any time and at its sole discretion. RKX will provide notice of these changes by updating the revised Terms on the webpage and changing the "[Last revised:]" date on this page. Any and all modifications or changes to these Terms will be effective immediately upon being announced on the website or released to users. As such, your continued use of RKX's services acts as acceptance of the amended agreement and rules. If you do not agree to any modification to these Terms, you must stop using the Services. RKX encourages you to frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Services.
- 18.2. We may also make changes to the fees set out in the [Fee Structure](#) page on our website, which includes introducing new fees and/or charges. If you do not wish to accept the changes, you are free to close your RKX Account in accordance with clause 14 of the Terms. Your continued access to or use of the Services will be deemed acceptance of the updated Terms.

## 19. Resolving Complaints and Disputes

- 19.1. If you have a complaint, please contact us to let us know and we will try to resolve it. You can make a complaint by email to [support@rkx.com](mailto:support@rkx.com). We will let you know that we have received your

complaint within two (2) Business Days and keep you updated on the progress of your complaint as we look into it. We will provide you with a written response setting out our final decision on your complaint, including the reasons for our decisions, within thirty (30) Business Days of receiving your complaint.

- 19.2. In the event of a dispute, shall be referred to and finally resolved by arbitration and shall be submitted to the International Center for Conciliation and Arbitration.