

Privacy Policy

RKX (BVI) Limited

(as of October 2024)

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1. INTRODUCTION

- 1.1 RKX (BVI) Limited (“**RKX**”, “**we**”, “**us**” or “**our**”) and its affiliates are committed to protecting the privacy of all Users of RKX Platform according to strict standards of security and confidentiality and we adhere strictly to applicable data protection regulations and privacy laws. This Privacy Policy explains how RKX collects, uses, discloses and/or processes Personal Data (as defined below) you have provided to us through the RKX website (www.rkx.com), our Mobile Applications, or any other related Services provided by RKX, whether at present or in the future.
- 1.2 By using our Services, registering for an RKX Account with us, visiting the website and related API, or accessing our Mobile Applications, you acknowledge and agree to the policies and practices of our Privacy Policy, and you hereby consent to us collecting, using, disclosing and/or processing your Personal Data as described herein.
- 1.3 This Privacy Policy outlines the types of data we collect, how we use and store such data, and how we share it. If you do not agree to our data practices as described in this Policy, you may not use our website or any of the Services, software, APIs, technologies, products and/or features offered by us.
- 1.4 This Privacy Policy applies to all Personal Data processing activities carried out by us, across platforms, websites, and departments of RKX.
- 1.5 To the extent that you are a Customer or User of our Services, this Privacy Policy applies in conjunction with any terms of business and other contractual documents, including but not limited to any agreements we may have with you.
- 1.6 We reserve the right to amend or update this Privacy Policy at any time by posting those changes or the amended Privacy Policy on our website. To the full extent permissible under applicable law, your continued use of the Services or Platform, including placing of any orders, shall constitute your acknowledgement and acceptance of the changes made to this Privacy Policy.

2. DEFINITIONS AND INTERPRETATIONS

- 2.1 Throughout this Privacy Policy, unless the context otherwise requires, the following words and expressions shall bear the following meanings:

API means Application Programming Interfaces;

Customer(s) or User(s) or You means an individual who registers for an RKX Account with us for the use of Services;

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;

Mobile Application(s) means the mobile application operated by RKX for the provision of Services;

Personal Data means any information relating to an identified or identifiable natural person, such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, economic, cultural or social identity of you as a natural person. This includes information you provide to us, information which is collected about you automatically, and information we obtain from third parties;

Platform or **RKX Platform** means the digital platform that we may make accessible to you via websites, Mobile Applications, a RKX API or by such other means as may be prescribed from time to time for the use of the Services;

Policy means this Privacy Policy;

RKX Account means an account created by the User before using the Services; and

Service(s) means all products, services, content, features, technologies, or functions offered by RKX and all related websites, Mobile Applications, and services.

3. WHAT PERSONAL DATA RKX COLLECT AND PROCESS?

3.1 RKX may collect personal information from you as required by law (for example, to verify your identity and comply with “Know Your Customer” obligations) or to provide you with our Services. While we may request additional non-required information, your decision to provide this information is entirely voluntarily. However, please note that certain non-required information may be necessary to access or use specific features of our Services.

3.2 RKX collects, processes, and stores Personal Data collected from you via your use of the Service or where you have explicitly given your consent. This Personal Data may include contact details, copies of identification documentation you have provided or that we have obtained from publicly accessible databases, your government identification number, and information relating to your device or internet service (e.g., *IP address and MAC number*).

3.3 RKX collects the information you provide during the RKX onboarding process, which may be a completed, incomplete, or abandoned process. We also collect Personal Data when you communicate with us through customer support, subscribe to marketing messages or contact us via phone, email or other communication channels.

3.4 RKX may collect the following types of information from you:

Category of Personal Data	Types of Personal Data
Individual Customers:	
Personal Identification Data	Full legal name (including any former name and name in local language), Email address, Mobile phone number, Nationality, Passport number or any government issued ID number, Date of

Category of Personal Data	Types of Personal Data
	birth (“ DOB ”), Proof of identity (e.g., <i>passport, driver’s license, or government-issued ID</i>), Residential address, Proof of legal existence, Photographs, Signature, Additional Personal Data or documentation at the discretion of our Compliance Team, Internet Protocol (“ IP ”) address, and Device ID
Sensitive and Biometric Personal Data	RKX may collect sensitive personal data when permitted by local law or with your consent, such as biometric information.
Wallet Information	Wallet Address, Wallet ID, and other information related to integrations that you select
Financial Information	Bank account information, Payment card information, Source of funding, Source of wealth, RKX account information, RKX user ID, and RKX pay ID
Transaction Information	Information about the transaction you make on our Services, including the name of the recipient, your name and e-mail
Communications	Surveys responses and any information contained in the survey. Communications with us including call recordings with our customer services.
Corporate Customers:	
Company Information	Corporate legal name (including the legal name in local language), Incorporation or registration information, Registered and principal business address, Proof of legal existence, Description of the business, and Percentage of ownership
Key Personnel Information	Full legal name, Proof of identity (e.g., <i>passport, driver’s license, or government-issued ID</i>), and other personal identification data of all beneficial owners, directors, and legal representatives Contact information of owners, principals, and executive management (as applicable) (Refer to the “Individual Customers” section above for details on what Personal Data we collect for individuals)
Wallet Information	Wallet Address, Wallet ID, and other information related to integrations that you select
Financial Information	Bank account information, Payment card information, Source of

Category of Personal Data	Types of Personal Data
	funding, Source of wealth, RKX account information, RKX user ID, and RKX pay ID
Transaction Information	Information about the transaction you make on our Services, including the name of the recipient, your name and e-mail, Amount of fiat money injected, and Amount of bitcoin or other digital assets projected to be injected
Communications	Surveys responses and any information contained in the survey. Communications with us including call recordings with our customer services.

3.5 The following information may be collected **automatically** from you:

Category of Personal Data	Types of Personal Data
Browsing Information	Device ID, Browsing information such as name and version, IP address, Internet connectivity data, Operator and carrier data, Login data, Browser type and version, Device type category and model, Time zone setting and location data, Language data, Application version, Browser plug-in types and versions, Operating system and platform, and other information stored on or available regarding the devices you allow us access to when you access our Platform
Usage Data	<p>(a) Authentication data, Security questions, Click-stream data, Public social networking posts, and other data collected via cookies or similar technologies</p> <p>(b) Information about how our Services are performing when you use them, for example, error messages you receive, performance of the site information, other diagnosis data.</p>
Marketing and Research Information	<p>(a) Identifiers – IP address, or other online identifiers of a person, e-mail address if used for direct marketing, and name and address</p> <p>(b) Demographic data – income, family status, age bracket, gender, interests, etc.</p> <p>(c) Browser or web history data and preferences expressed through selection, viewing or purchase of goods, services and content, information about your mobile device</p>

Category of Personal Data	Types of Personal Data
	<p>including (where available) type of device, device identification number and mobile operating system.</p> <p>(d) Analytics and profiles of the individuals based on the data collected on them.</p> <p>(e) Interests or inferred interests and marketing preferences.</p>

4. COLLECTION AND TRANSFER OF DATA OUTSIDE OF YOUR JURISDICTION

- 4.1 As we may collect Personal Data from Users located from different jurisdictions, and most of these jurisdictions require consent for the transfer of such Personal Data outside their borders, your explicit consent is required to use our Services. By continuing to use RKX Services, you hereby agree to this data transfer. If you decline to consent, you will no longer be able to access RKX Platform and/or our Services. However, you may still withdraw your digital assets.
- 4.2 RKX puts in place suitable technical, organizational and contractual safeguards to ensure that such transfer is carried out in compliance with applicable data protection rules.

5. MINOR BELOW THE AGE OF 18

- 5.1 RKX strictly prohibits individuals below the age of 18 to use RKX Platform or Services. We do not knowingly collect or solicit information from any person under the age of 18. If you are under 18, please do not provide any personal information to us. If we suspect that a User is under 18, we will require the relevant User to close his/her RKX Account, and will take steps to delete the individual's information promptly.

6. HOW RKX USE AND PROCESS YOUR PERSONAL DATA?

- 6.1 RKX uses and processes your Personal Data to take and handle orders and process payments. Processing is necessary for the performance of a contract to which you are a party.
- 6.2 Our core Services such as the exchange services are subject to strict and specific laws and regulations requiring us to collect, use and store certain personal data and process Personal Identification Data and in some cases Sensitive Personal Data (as detailed in clause 3.4).
- 6.3 RKX uses and processes your Personal Data when you contact us in order to provide support with respect to questions, disputes, complaints, troubleshoot problems, etc. We are not able to respond to your requests without processing your Personal Data. Processing is necessary for the purpose of the legitimate interest pursued by us to improve our Services and enhance our user experience.
- 6.4 RKX uses and processes your Personal Data in order to enhance security, monitor and verify identity or service access, combat malware or security risks and to comply with applicable security laws and regulations. We have implemented international standards to prevent money laundering, terrorist financing and circumventing trade and economic sanctions. We process your Personal

Data to verify accounts and related activity, find and address violations of our terms and conditions in the RKX Customer Terms of Use, investigate suspicious activity, detect, prevent and combat unlawful behaviour, and maintain the integrity of our Services. We also aim to prevent and detect fraud and abuse of our Services and in order to protect you against account compromise or funds loss and in order to ensure the security of our Users, RKX Services and others. This may include the use of third-party data and service providers which we will cross-reference with your personal information.

- 6.5 RKX uses and processes your Personal Data to communicate with you and to administer, deliver, improve, and personalize the Services we provide. We may also generate generic data from any Personal Data we collect and use it for our own purposes. We use this data to communicate with you in relation to other products or services offered by RKX and/or our partners.
- 6.6 RKX may also use and process your Personal Data for any other purposes that are required to providing you with our Services as permitted by applicable law and Virtual Financial Asset rules, or when it is required by law.

7. HOW AND WHY RKX SHARE YOUR PERSONAL DATA?

- 7.1 We may share your Personal Data with third parties (including other RKX entities) if we believe that sharing your Personal Data is in accordance with, or required by, any contractual relationship with you (including RKX Terms & Conditions) or us, applicable law, regulation or legal process. When sharing your Personal Data with third parties, we will use our best endeavours to ensure that such parties are either subject to this Privacy Policy, or follow practices at least as protective as those described in this Privacy Policy.
- 7.2 We may share your Personal Data with the following parties or in the following circumstances:
- (a) **Affiliates:** Personal Data that we collect and process may be transferred between RKX and its affiliates as part of our normal business operations and to provide you with our Services;
 - (b) **Third Parties:** We employ third-party companies and individuals to perform functions on our behalf, for example, analysing data, providing marketing assistance, processing payments, transmitting content, and assessing and managing credit risk. The third-party service providers only have access to Personal Data required in performing their functions and they are not allowed to use it for other purposes. Further, they will process the Personal Data in accordance with our contractual agreements and only as permitted by applicable data protection laws. As permitted by applicable law, your Personal Data may also be shared by third parties (i.e. *another data controller*) upon exercising your right to data portability. When you use third-party services (for example, when you connect your RKX Account with your bank account) or websites that are linked through our Services, the providers of those services or products may receive information about you that RKX, you,

or others share with them. Please note that when you use third-party services or RKK's affiliate services which are not governed by this Privacy Policy, their own terms and privacy policies apply;

- (c) **Legal Authorities:** We may share your information with courts, law enforcement authorities, regulators, attorneys or other third parties: (a) to comply with laws and legal obligations; (b) for the establishment, exercise, or defence of a legal or equitable claim; (c) to respond to law enforcement and regulatory requests; (d) to comply with one or more forms of "travel rules" that require our transmitting of your information to another financial institution, regulatory authorities or other industry partners; (e) when we believe in good faith that the disclosure of personal information is necessary to protect the rights, property or safety of our customers, RKK, or others, including to prevent imminent physical harm or material financial loss; (f) to investigate violations of our Terms of Use or other applicable policies; or (g) to detect, investigate, prevent or address fraud or credit risk, other illegal activity or security and technical issues, to report suspected illegal activity or to assist law enforcement in the investigation of suspected illegal or wrongful activity; and
- (d) **With your consent:** We may disclose your Personal Data as described in a notice provided to you at the time the information is collected or before it is shared, or in any other manner to which you consent.

8. HOW RKK STORE YOUR PERSONAL DATA?

8.1 We aim to protect all Users and RKK from unauthorized access, alteration, disclosure, or destruction of the Personal Data that we collect and store. We take various measures to ensure information security. We store your data securely in fault-tolerant secure storage which is encrypted with industry standards, and take multiple security measures to ensure that user data will not be lost, abused, or altered, including but not limited to:

- (a) **Physical Measures:** Materials containing your personal information will be stored in a locked place. Your personal information will only be stored in the physical form under special circumstances;
- (b) **Electronic Measures:** Computer data containing your personal information will be stored in the computer systems and storage media that are subject to strict login restrictions;
- (c) **Management Measures:** Only authorized employees are permitted to come into contact with your personal information and such employees must comply with our internal confidentiality rules for personal data. We have also imposed strict physical access controls to buildings and files. In addition, we continuously train staff on relevant laws and regulations and privacy security guidelines, and security awareness, and regularly organize emergency response training and emergency drills for relevant internal personnel to master their job responsibilities and emergency response strategies and protocols; and

(d) **Other Measures:** Our web server is protected by various "firewalls".

8.2 While we strive to protect your Personal Data, absolute security cannot be guaranteed. It is important to take steps to safeguard your personal information. Here are some tips you should know about:

- (a) Use a strong and unique user identification, password, and PIN to access RKX Account that others do not know or cannot easily guess ("**User Credentials**"). The User Credentials must meet the requirements as specified during RKX Account creation. You should keep your User Credentials confidential and private, and never share it with anyone.
- (b) Anti-virus, anti-spyware and firewall software are recommended to be installed on personal computers and mobile devices.
- (c) The operating system, anti-virus and firewall products should be updated regularly and updated to the latest security patches or versions.
- (d) File and printer sharing in the computer should be deleted, especially when they are connected to the Internet.
- (e) Back up your critical data regularly.
- (f) Consider using encryption technology to protect highly sensitive or confidential information.
- (g) After completing each online session using the platform, log out completely and clear the browser cache.
- (h) Do not install software or run programs from unknown sources.
- (i) Delete spam emails or chain letters.
- (j) Do not open email attachments from strangers.
- (k) Do not disclose personal, financial, or credit card information to little-known or suspicious websites.
- (l) Do not use untrusted computers or equipment.
- (m) Do not use public or Internet cafe computers to access online services or conduct financial transactions.

8.3 If you suspect that your personal information, especially RKX Account and/or password information, has been compromised, please lock your account immediately and contact our customer support team. Unless otherwise stipulated by law or the Terms of Use, you agree that we have the right but not the obligation to retain all the collected personal information after RKX Account closure for a period of 5 years. You agree that we shall not be liable for any information leakage and other losses not caused by our intention or gross negligence, including but not limited to hacker attack, power interruption, or unavoidable technical failure, to the maximum extent permitted by law.

9. ACCESS, UPDATING, AND DELETION OF YOUR PERSONAL DATA

- 9.1 You have the right to obtain a copy of your Personal Data upon request and to update any inaccurate or outdated information. You may also request to delete your Personal Data, subject to certain legal exceptions, such as compliance with law or legal obligations. For data access, updating, or deletion requests, please contact support@rnx.com with the subject "DATA INQUIRY".
- 9.2 In response to data access, updating, or deletion requests, to protect your data and ours, we shall only process requests with proper and verified authorization of the data owner. Before taking action, we may verify your identity with necessary steps such as a telephone callback, email response from your registered email address, or other procedures we consider as required in our absolute discretion.
- 9.3 We cannot guarantee a specific timeline for fulfilling these requests due to potential complexities and cross-border time differences. RNX will not be liable for any losses or damages resulting from delays in processing these requests.

10. MARKETING

- 10.1 We may use your contact information to send you company news and announcements, promotions, and information related to RNX products and services. We may share your Personal Data with trusted third parties who assist us with our marketing and promotional activities.
- 10.2 By using our Platform or Services, you accept the terms of this Privacy Policy and you agree to receive such marketing communications. You can choose to opt out of receiving marketing communications from RNX at any time, by managing your communication preferences in your RNX Account settings or by sending an email request to support@rnx.com.
- 10.3 You would not be able to opt out of receiving essential product-related communications, such as policy updates, terms changes, and operational notifications. These messages are crucial for ensuring your continued use of RNX Platform or Services, and keeping you informed about important changes.

11. COOKIES USAGE

- 11.1 While you access the Platform, we may use the industry practice of placing a small amount of data files that your browser saves on your computer or device ("**Cookies**"). We use Cookies to collect information about your use of our Platform and to personalize your experience. This information helps us recognize you as a Customer and ensures that your RNX Account security is not compromised.
- 11.2 Most browsers accept cookies by default, but you can adjust your browser settings to decline them. Please note that disabling cookies may affect your ability to use certain features of our Platform.

12. CONTACTING RKX

- 12.1 If you have any questions about this Privacy Policy or any concerns about privacy at RKX, please contact us by sending an email to support@rkx.com with the subject "PRIVACY REQUEST". You also have the right to contact your local Data Protection Authority.

13. CHANGES TO OUR PRIVACY POLICY

- 13.1 Any changes we may make to our Privacy Policy in the future will be posted on our website and, when appropriate, we will notify you by announcing on our Platform or by sending an email to the email address that you have provided under your RKX Account. You should check our website regularly for any changes and updates.
- 13.2 Your use and/or continued use of the Services constitutes your implicit agreement to the terms in this Policy including any amendments, changes or updates that may be made on a continuing basis. It is your responsibility to review this Privacy Policy for changes, and RKX is not liable for any consequences of your failure to do so.

14. LANGUAGE OF USE

- 14.1 This Privacy Policy may be published in different languages. In case of any discrepancy, this English version shall prevail.