# RGX TERMS AND CONDITIONS

#### DEFINITIONS

'We', 'us', 'our', 'ours':	refers to Royal Group Exchange "RGX".
'You', 'your', 'yours':	refers to customer or RGX account "User".
Third Party F	<b>Provider:</b> refers to any person (individual or entity) with whom RGX has a relationship for distributing services either directly through RGX services or through third party sites or applications.
Username:	an identification of you for accessing to RGX website or services. It is required to be setup at the first time of activation and to remember for later access.
Personal Info	<b>rmation:</b> refers to the personal information provided by you to RGX, including but not limited to name, national identity number (NID), date of birth, phone

#### **INTRODUCTION**

The Terms and Conditions hereinafter referred to as the "Agreement" to govern the use of RGX's services namely "RGX". As a User of RGX, it is very important for you to read the terms of this Agreement carefully. By registering for and using RGX you agree to be bound by this Agreement.

number, email, address.

By creating a RGX account and by pressing "Accept" you confirm that you are acting on your behalf and not on behalf of a third person, and that you have read, understood and given your express consent to this Agreement.

Please also note that any other written terms and conditions which relate to User's RGX services will continue to apply. To the extent such other terms and conditions are inconsistent with this Agreement, this Agreement shall prevail.

#### 1. TERMS OF SERVICES

This Agreement is entered into by and between the User and the service provider RGX and regulates the relationship arising in connection with the provision of the services. You will be able to use the RGX website https: <u>www.rgxtrade.com</u> and the services provided by RGX by accessing and agreeing to the Terms of Services and Privacy Policy. This Agreement is legally binding on you in your dealings with us; therefore, you are advised to read and understand the terms and conditions of this Agreement before using our Services.

You will be deemed to have agreed to be bound by the terms of this User agreement by registering, logging in, and using the RGX website or our Services. The Terms of Services listed in this document do not represent all the terms and conditions under which services are provided; however, additional conditions may be implied by the applicable laws, terms of this Agreement or may be agreed in writing by you. If you do not agree with the Terms of Services, we recommend that you enable the account lock menu (for registered Users only) and stop using the RGX service.

For more information, please refer to the company contact information posted on its website. If you have any questions regarding this Agreement, please contact us at support.rgxtrade.com

# 2. TERMS OF THE AGREEMENT

RGX may change the terms of this Agreement, including terms and conditions of Services to reflect the necessary requirement for service operation of RGXand/or subject to applicable law, at any time by posting the updated Terms of Services on the website <u>www.rgxtrade.com/terms</u> and notifying Users of the changes and modifying "[Date of Last Update]". Modifications and amendments to the Terms of Services are effective from the date of posting on the website. If you continue to use the RGX service after the posting of the updated terms on the website or notification to the Users, you will be deemed to have accepted them.

# **3.** ENTITLEMENT

Persons entitled to enter into a User agreement with RGX to use a RGX account are individuals, legal entities, and other legal persons over the age of 18 who have full legal capacity. You must not use RGX account for any purpose other than to undertake legitimate service enquiries on RGX account you are legally entitled to operate in accordance with the Terms of this Agreement and Services applicable to you. You

acknowledge that you are responsible for and must take all reasonable care to ensure that information you supply via RGX is true, complete, accurate and up-to-date. If you do not meet this requirement, you and your guardian will be fully responsible for your actions and RGX will have the right to cancel your registration and claim compensation from you and your guardian for damages suffered by RGX.

## 4. **PROHIBITION OF USAGE**

You shall guarantee that you are not on the list of trade or economic sanctions at the time of accessing and using the RGX service. RGX is entitled to select the market in which it operates and to prohibit or restrict the provision of services in certain countries. This Agreement is subject to the Cambodian laws including but not limited to the laws of the country of residence of the User. RGX maintains its position of restricting access to the service for banned Users.

## 5. **ABOUT THE SERVICE**

RGX provides an electronic service platform that allows the commercial exchange of products called cryptographic tokens, digital tokens, or cryptocurrencies. RGX provides a platform between traders and does not engage in trading as a seller or buyer. A trader must register for the RGX service, open an account, and then deposit digital assets before trading. The trader may send a request to withdraw his/her digital assets following the Terms of Services.

RGX maintains the accuracy of the information posted on the website, however, it does not guarantee consistency, accuracy, reliability, or integrity of the content and is not responsible for any direct or indirect damage caused by the content of the information. The information posted on the RGX website can be modified to make it easier for Users to use without notifying Users. RGX does not provide investment advice and is not responsible for any information or comments posted on its website or in other media. The User should be aware of the risks involved in trading before using the RGX service. RGX advises all Users to trade carefully and responsibly.

RGX shall pay special attention to the protection of the platform to ensure continuity and security of its services, and will issue a notice during downtime and maintenance for technical reasons. However, it shall not bear responsibility for natural disasters, force majeure, government regulation, hacking attempts, terrorist attacks, and other unforeseen circumstances.

RGX is entitled to cancel, reverse or close abnormal trades made on its platform. RGX shall not ask the User for any password and does not require a transfer of assets not registered on the trading platform. You shall not let any other person use your User to access your account on RGX service; You need to be careful, as a User, when you get discounts or promotions, for they can be fraudulent. RGX shall not be held liable for any damages arising from the above circumstances. At the time of using the RGX service, you will be deemed to have agreed that all information in the Terms of Services are accurate and complete.

## 6. RGX ACCOUNT REGISTRATION AND REQUIREMENTS

## REGISTRATION

To use the website, you need to log in to <u>www.rgxtrade.com</u>/signup and open a new RGX account. For opening an account, you must enter your real name, personal information, residential address, registration number, email address, and password, and accept the Terms of Services and Privacy Policy. Upon special circumstances, we shall have the right to reject the registration of a User or the opening of an account.

## USER NAME, VERIFICATION

You will be deemed to have agreed to provide your personal information by registering with the RGX service and opening an account. The information will be used to detect money laundering, terrorist financing, fraud, swindle and other economic crimes on the RGX platform. Moreover, we shall be entitled to contact you directly or through a third party to verify your identity and prevent economic crimes.

To verify your identity, we shall obtain the following information, including but not limited to the following: your name, email address, contact information, phone number, Username, and citizen ID.

Your information shall be deemed to have been verified once you provide us with the required information. If any of the information is modified after registration, it needs to be verified as soon as it is updated. You acknowledge that you are responsible for and must take all reasonable care to ensure that information you supply via RGX service is true, complete, accurate and up-to-date. In case RGX deems that information you provided is incorrect, false, outdated, or incomplete, it shall reserve the right to require you to correct, delete the relevant information, or cancel the service in whole or in part.

In case we are not able to contact you through the contact information you provided, you will be solely responsible for any damages or costs incurred while using the RGX service. Therefore, if there is a change in the information you provide, you will be responsible for updating it from time to time. Moreover, you agree that you shall send an email support@rgxtrade.com to us for a reference by attaching the document of updated information which is certified true copy by the competent authorities.

#### **REQUIREMENTS FOR USAGE**

Accounts on the RGX platform can only be used by a person registered in his/her name. If any account is used by a person other than the person who registered it in his/her name, RGX shall be entitled to suspend, cancel or revoke the account. RGX shall not be legally liable for those accounts.

## 7. SECURITY

RGX has introduced industry-standard protection to ensure the security of the money deposited in the accounts of its Users. However, there are risks associated with the User's actions. Please note that you need to take risk precautions to protect your account and personal information and to prevent any unauthorized use of, and access to RGX service on your account.

You shall be responsible for maintaining and protecting your RGX account and password, and you are solely responsible for all actions related to your login email address, RGX account, and password (*including but not limited to disclosure of information, the submission of information, clicking on a website to agree with various agreements and terms of services, and online renewal of an agreement*).

You shall agree to the following terms:

(a) To notify RGX immediately, in case you become aware of someone else using your RGX account and password or any other security breach.

(b) To strictly follow procedures and guidelines for the security of the website and services, authentication, trading, account replenishment, and withdrawals.

(c) To log out of the system properly every time you log in to the website.

RGX shall not be held liable for any damages or consequences resulting from your non-compliance with the above terms and conditions to ensure the security of your account.

#### 8. DISPUTE RESOLUTION AND GOVERNING LAW

Any dispute arising out of or in connection with the Terms of this Agreement or Services, including any issues regarding to violations of the rights of others, breach of laws and regulations, abnormal trade, and other issues not explicitly stated in the Terms of Services or this Agreement shall be referred to and finally resolved by arbitration in the Kingdom of Cambodia in accordance with the Arbitration Rules of the National Commercial Arbitration Center ("NCAC Rules") being in force at the time of commencement of arbitration and by reference in this clause the NCAC Rules are deemed to be incorporated as part of this Agreement. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. The Agreement are governed by the laws of Cambodia. Hereby it is agreed that the User would be responsible for the costs of dispute resolution.

## 9. INSTRUCTIONS FOR USING RGX SERVICES

As a User, you must comply with the following terms and conditions when using the RGX services:

- To adhere to applicable laws, regulations, and guidelines when using RGX services
- Not to violate public interest, ethics, and legitimate interests of others
- Not to evade payable taxes and fees and not to breach this Agreement and relevant regulations.
- You must not use RGX services for prohibited business activities.
- You must not act fraudulently or maliciously in relation to RGX services.

The User shall be solely responsible for any legal consequences arising from the violation of the above terms and conditions and shall be liable for all damages and expenses incurred by RGX as a result of the violation.

It is prohibited to use any information posted on the website for commercial purposes without the prior written consent of RGX. The User shall use the website following the Terms of Services and the Privacy Policy without interfering with the normal operation of RGX and shall act in compliance with the Cambodian laws. Prohibited actions are including but are not limited to the following:

- Use of devices and software that interfere with the RGX Website.
- Overloading network equipment with excessive information requests.
- Sales and purchases are harmful to the market.

You agree that in case of committing the aforementioned breaches and violations by accessing the RGX service, RGX shall be entitled to take the following measurements without the prior consent of the User or prior notice, including but not limited to:

- To close or delay order requests.
- To freeze the account.
- To report the violation to the relevant authorities.
- To publish violations and actions taken.
- To delete any information you publish regarding the violation.
- If any harm is caused to a third party due to the breaches and violations of the User, the User shall be solely liable for legal responsibilities arising thereof and shall indemnify the RGX for any damages, penalties, or additional costs incurred to the RGX.

If any third party claims damages as a result of a User's breach, or if RGX suffers damage as a result of administrative action, all such damages and costs will be reimbursed by the infringing User, including attorney's fees.

## **10. SERVICE FEE**

RGX shall be entitled to charge service fees to Users who utilize its services. RGX shall determine the service fee within its sole discretion.

# 11. LIABILITY

## **TERMS OF SERVICES**

RGX provides services on a "situational" and "commercial" basis and does not guarantee reliability, stability, accuracy or integrity of the service technology. RGX is a platform for obtaining coin-related information and for coin-related trades. RGX is not able to control quality, security or legality of any coin traded, accuracy of the transaction information, or ability of the parties to the transaction to perform their duties. You are advised to carefully consider the investment risk, transaction information, rationale and legal status of the investment decision before using RGX services.

## LIMITATION OF LIABILITY

Hereby you agree that RGX shall not be responsible for any damage caused to the User in the following cases including but not limited to:

- Loss of profit, goodwill, consumption, information and other intangible damages;
- To use or not to use RGX services;
- Use of your account or change of any of your information by third party without your prior consent;
- Misunderstanding RGX services;
- Other losses not directly related to RGX and other losses related to RGX services.

Under no circumstances RGX is responsible for any service failures or delays caused by external factors such as power outages, natural disasters, service provider-side issues, or government operations and routine network maintenance.

RGX and its subsidiaries, their shareholders, members, directors, employees, attorneys, agents, representatives, suppliers and contractors shall not be liable in any way under any circumstance for any commercial services, developer materials, or other items provided under this Agreement.

## COMPENSATION

Hereby entering into this Agreement, you agree that you are obligated to compensate for all damages (*including attorney's fees and penalties imposed by the relevant authorities*) in the event of a breach, and to indemnify RGX, its subsidiaries, contractors, licensors, its directors, employees and agents. This section shall also apply in cases of your violation of applicable laws, regulations or third party rights while using RGX services.

# **12. ANNOUNCEMENT**

All official announcements, news, promotions and contests will be posted on the website at www.rgxtrade.com/news. RGX shall not be liable in any way for any loss or damage caused to the User due to ignoring the announcement information.

# **13. TERMINATION OF THIS AGREEMENT**

Hereby you agree that in case any account is found to be in breach of the Terms of Services, Privacy Policy, AML Policy and applicable laws and regulations, we will be entitled to immediately close the account, lock all funds in the account, and suspend access to the RGX services.

RGX shall have the right to store and use account transaction information and other relevant information. Account control can be used in the following cases:

- The account information is relevant to criminal investigations and other pending trials
- Detection of abnormalities in the account
- Detection of unauthorized access to the account
- Decisions and orders of judicial, law enforcement bodies and orders and decisions of state authorities.

In the following cases, RGX shall be entitled to terminate this Agreement immediately, to cancel the User's account and to cancel access to the account:

- After RGX cancels services provided to the User;
- Repeated direct or indirect attempts to register in another person's name and try to become an RGX User;
- False, inaccurate, outdated or incomplete provided by the User;
- The User has states that he/she will not agree to the new service agreement in case of renewal of this Agreement (including regulations);
- Other circumstances in which RGX deems that it is necessary to cancel the service. **REMAINING ASSETS AFTER CLOSURE OF THE ACCOUNT**

## (Regular)

After the closure of the account, fees and debts payable to the RGX (if any) shall be deducted from the remaining assets and the User will be given 5 (five) business days to withdraw all assets from the account.

## 14. REMAINING ASSETS AFTER CLOSURE OF THE ACCOUNT

(Fraud/money laundering/violation of service terms)

In case of closure of an account due to an investigation into fraud or money laundering or a breach of the terms of services (for example, trading in RGX due to a ban), RGX will seal the account and transfer the User's information to the appropriate authorities.

## **15. ABOUT DELISTED VIRTUAL ASSET**

If any coin/token traded by the User is no longer supported by the RGX platform, and the balance of the coin/token is less than the minimum withdrawal amount, RGX will convert such coin/token into a stablecoin at the exchange rate of the day when the coin/token was removed, and transfer it to the User's RGX account.

## 16. COMPLIANCE WITH DOMESTIC LEGISLATION

The User is obliged to comply with the domestic legislation when using the RGX service. Tax payments, deductions, and reporting must be governed by domestic law and legislation. All Users of RGX Services acknowledge that the source of their funds is legitimate or that they have not obtained it through illegal activities. RGX will collaborate with law enforcement agencies around the world to close and cancel the accounts and assets of Users under investigation.

# **17. PRIVACY POLICY**

RGX will post the Privacy Policy and any amendments to it on its platform and announce it from time to time. The Privacy Policy is an integral part of this Agreement. The latest version of the Privacy Policy is available at all times at www.rgxtrade.com/privacy

## **18. COMPENSATION AND NO INDEMNIFICATION**

Except for a RGX violation of these Terms of this Agreement, the User hereby agrees to be liable for any claims and legal proceedings made by any third party against RGX and its subsidiaries and to indemnify and compensate RGX and its subsidiaries for any harms and damages. As described about the service, RGX shall strive to maintain integrity of the information on its website and does not guarantee the information or services on the platform. RGX shall not be responsible for any errors or omissions resulting from the use of the services.

Under no circumstances shall RGX and its subsidiaries, its shareholders, members, directors, employees, attorneys, agents, representatives, suppliers or contractors be held liable for any accidental, indirect, exceptional, consequential damage (*including loss of* 

*information, data, profit, loss of business, or other financial gain*) in connection with any commercial services, developer materials, or other items provided under this Agreement.

#### **19. FORCE MAJEURE**

RGX shall not be liable for any losses, service delays caused by uncontrollable circumstances or events, such as floods, earthquakes, weather emergencies, natural disasters, fires, wars, riots, strikes, infectious diseases, labor disputes, accidents, government operations, communications and power outages, damage of equipment, and software crashes or hacker attacks.

## 20. FEEDBACKS AND REQUESTS

If you have any complaint, feedback, or question, please visit the

- **support@rgxtrade.com**- contact this email.

We will work towards solving your problems.