

# **RFX | TERMS OF USE**

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This Terms of Use constitutes a legal and binding agreement between RFX (hereinafter referred to as “the licensor”) and you, an individual, (hereinafter referred to as the “licensee”). The present document is related the terms and conditions of access and use of the RFX website ([www.rfxcap.com](http://www.rfxcap.com))

This agreement will be displayed online for the end user to agree to via a checkbox. Hence, this agreement should be between RFX and the end user – not the distributor. Licensor and the licensee are individually referred to as a “party” and jointly as the “parties”.

The owner of this website, [www.rfxcap.com](http://www.rfxcap.com) is RFX Capital Pte Ltd, a company incorporated in Singapore. By accessing RFX’s website [www.rfxcap.com](http://www.rfxcap.com) (hereinafter referred to as the “site”), you agree to comply with and be legally bound by this agreement. If you do not agree, please do not access our website. Our site is not for minors (persons under 21 or under the legal age in your jurisdiction). If you are minor, then please do not use the site.

## **1. GRANT OF LICENSE**

The licensee is granted a limited, non-exclusive, non-transferrable, license to log in into the site as specified below:

A) RFX is in the business of developing training services (service aggregator) – like access to training programs, video resources, financial analytics and reports. RFX grants the license to the licensee to access and make payment for the aforesaid services. Those training programs both physical and virtual are developed by RFX. They are all its very own intellectual property, commercial name and any right and prerogative associated to these are fully owned by RFX Capital Pte Ltd.

## **2. ELIGIBILITY TO USE THE SITE**

You may view the content on the RFX website. Once interested, you can contact us via email or through our online contact form to discuss further. Additionally, if you are interested in any trainings, you can register online. When registering, you represent and warrant that:

- a) All information you submit is truthful, current, complete, and accurate.
- b) Your access and use of the service does not violate any applicable law or regulation in your country of residence; and
- c) You are at least 18 years of age (or a legal age in your jurisdiction) or have received parental consent and supervision when using the service and your parent or legal guardian also agrees to be bound by this agreement and agrees to be responsible for your use and access of the service.

### **2.1 EXTERNAL LINKS**

This agreement applies only to the site and the services. In using the services, you may be exposed to content and information, for example, data, text, files, information, usernames, graphics, images, photographs, profiles, audio, video, messages, services, or links, from other users or third parties such as producers (“third-party content”), either at the site or through links to third-party websites or mobile applications. Because we do not review, monitor, operate or control any such third-party content, you acknowledge and agree that we are not responsible for the availability of such websites or mobile applications and do not endorse and are not responsible or liable, directly, or indirectly, for any content, advertising, products, services or other materials on or available from such websites or mobile applications. We make no guarantees, representations, or warranties as to, and shall have no

liability for, any content delivered by any third party, including, without limitation, the accuracy or subject matter of any content, or the use of any personal information you provide to any such website. You acknowledge and agree that use of such links is entirely at your own risk. We may discontinue links to any other website or mobile applications at any time and for any reason.

## 2.2 PROHIBITED ACTIVITIES

By accessing and using the site, you agree that you will not use the site and the service for any unlawful or prohibited purpose. You may not attempt, through any means, to gain unauthorized access to any part of the site or the service, other account, computer system or network connected to our server. RFX reserves the right, in its sole and absolute discretion, to monitor any and all use of the site and remove any user at any time.

Without limiting the foregoing, you will not use the site and the services to:

- A. Post or otherwise transmit any user content that
  - i. Is unlawful, false, misleading, inaccurate, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or that encourages conduct that would be considered a criminal offense, give rise to civil liability, or is otherwise objectionable.
  - ii. Depicts or advocates the use of illicit drugs;
  - iii. Makes use of offensive language or images;
  - iv. You do not have a right to transmit under any law or under contractual or fiduciary relationships.
  - v. Poses or creates a privacy or security risk to any person.
  - vi. Infringes any intellectual property or other proprietary rights of any party.
  - vii. Are "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation.
  - viii. Contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; or
  - ix. In the sole judgment of RFX, is objectionable or which restricts or inhibits any other person from using or enjoying the services, or which may expose RFX or its users to any harm or liability of any type;
- B. Violate any applicable local, state, national, international or other law or regulation, or any order of a court, including without limitation, rules about intellectual property rights, the internet, technology, data, email or privacy;
- C. Access the site and the content from territories where such website and consent are illegal or strictly prohibited;
- D. Further or promote any criminal activity or enterprise or provide instructional information about illegal activities;
- E. Advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- F. Interfere with, disrupt or damage the services or servers or networks connected to the services, or disobey any requirements, procedures, policies or regulations of networks connected to the services, including, without limitation, through the use of viruses, cancel bots, trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- G. Use the services to transmit, distribute, post or submit any information concerning any other person without their permission;

- H. Harvest or collect email addresses or other contact information of other users by electronic or other means without their consent;
- I. "stalk" or harass any other user or collect or store any information about any other user;
- J. Obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the services;
- K. Register for more than one user account or register for a user account on behalf of an individual other than yourself;
- L. Transfer or sell your account and/or username to another party;
- M. Impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- N. Use automated scripts to access, search collect information or otherwise interact with the services (including without limitation robots, spiders or scripts) or use any robot, spider, other automatic device, or manual process to extract, "screen scrape," monitor, "mine," or copy any static or dynamic web page on the site or the content contained on any such web page for commercial use without our prior express written permission;
- O. Other than with respect to your own usage,
  - i. Use, reproduce, duplicate, copy, sell, resell or exploit the content;
  - ii. Compile a collection of content, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise; or
  - iii. Otherwise remove any text, copyright or other proprietary notices in the content;
- P. Decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the service, except to the extent applicable laws specifically prohibit such restriction.
- Q. Modify, translate, or otherwise create derivative works of any part of the service; or
- R. Advocate, encourage, or assist any third party in doing any of the foregoing.

### 3. Further Representation

You understand and agree that, if asked by RFX, you will be required to provide supplementary information about yourself or your organization. You authorize RFX to conduct background inquiries as and when required.

Further, you agree that your use of the service and reliance upon any of the materials available at the site is solely at your own risk. While we take reasonable efforts to review projects for compliance with the eligibility requirements, we do not verify, endorse, or control any of the information on the site (outside of official documentation).

### 4. Indemnification

You agree to defend, indemnify, and hold harmless RFX, our subsidiaries and affiliated companies, and their officers, employees, directors, contractors, and agents, from and against any and all claims, causes of actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) and all amounts paid in settlement arising out of, connected with, or accruing from:

- A. Your access to or/and use of the site, the services or the content;
- B. Your violation of this agreement,
- C. Your violation of any applicable law;
- D. Your user content, or
- E. Your interaction with any user. RFX may assume the exclusive defense and control of any matter for which you have agreed to indemnify RFX and you agree to assist and cooperate with RFX in the defense or settlement of any such matters.

In no event shall RFX be liable for any indirect, special, incidental, consequential (including loss of data or information) or any other damages based on contract, tort (including negligence), indemnity, strict liability or otherwise.

#### 5. Intellectual Property

The site contains trademarks, service marks and domain names owned by RFX. Unless specifically noted that such trademarks, service marks or domain names belong to a third party, RFX owns all trademarks, service marks and domain names displayed on the site, whether registered or unregistered, including but not limited to, the name RFX, our logos, our design patterns and our other graphics, rfxcap.com website, trade address, trademark, and other indicia of origin of RFX products and services. The use of our intellectual property is strictly prohibited, unless we have granted our prior written consent.

The content of the site, including text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and any other works of authorship, both individually and as they are compiled on the site (the "content"), and software used on this site, are the property of RFX or third parties, and are protected by copyright and other and foreign intellectual property and related laws, rules and regulations. The content includes both materials owned or controlled by RFX ("RFX content"), and material owned or controlled by third parties and licensed to RFX including user content (as described below). Any use of the content not expressly permitted by this agreement is a breach of this agreement and may violate copyright, trademark, and other laws. You agree to abide by all copyright notices, information, or restrictions contained in or attached to any of the content.

#### 6. Copyright Notice Policy

RFX respects copyright laws and expects its users to do the same.

#### 7. Consent to Use Data

Please see our privacy policy at [www.rfxcap.com](http://www.rfxcap.com). We endeavor to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data you disclose online. You accept the inherent security risks of providing information and dealing online over the internet and will not hold us responsible for any breach whatsoever of security unless this is due to our gross negligence.

#### 8. Support Obligation

RFX shall be obliged to provide technical support services via [www.rfxcap.com](http://www.rfxcap.com) pursuant to this agreement with respect to problems or issues encountered by end users, in the form website issues.

#### 9. Disclaimer of Warranties

All information available at our site is provided on "as is," "with all faults" and "as available" basis and, to the fullest extent permissible pursuant to applicable law, RFX disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and warranties implied from a course of performance or course of dealing. You expressly agree that your use of our site and the services is at your sole risk. We do not warrant that the services you obtain through our site will meet your expectations and requirements, be uninterrupted or error-free, will be available for use, will be of a certain quality, that defects will be corrected, or that the site or the server are free of viruses or other harmful components, or that the site or the technology that makes it available, are immune to hacker activity, electronic or non-electronic tampering, computer crime or theft. We do not warrant or make any representations regarding the use or the results of the use of the site and services in terms of their correctness, accuracy, reliability, timeliness, completeness, correctness, or otherwise. You (and not we) assume the entire cost of all necessary servicing, repair, or correction.

#### 11. Limitation of Liability

In no event shall RFX (for purposes of this section, "RFX" or "we" includes RFX's equity holders, officers, directors, employees, consultants, agents, successors, representatives or affiliates) be liable for any direct, indirect, punitive, incidental, special, consequential or other damages arising out of or in any way connected with your use of the site or the services or with the delay or inability to use the site, or otherwise arising out of the use of the site and the services, whether based on contract, tort, strict liability or otherwise, even if we have been advised of the possibility of such damages.

This applies, without limitation, to any damages or injury arising from error, omission, interruption, deletion, defect, delay in operation or transmission of information through the site, injury to personal property, bodily injury or emotional distress, computer virus, file corruption, communication-line failure, network or system outage, or theft, destruction, unauthorized access to, alteration of, or use of any record. You specifically agree that we will not be liable for any defamatory, offensive, or illegal conduct of any user of the site or the services. In no event will our total liability to you or any third party for any damages, losses, and causes of action resulting from your use of the site or the services, whether in contract, tort (including, but not limited to negligence), strict liability or otherwise.

#### 12. Warranties

The product is provided on an 'as is' basis and to the maximum extent permitted by applicable law and hereby expressly disclaims and excludes any and all warranties for the product, whether written or oral, expressed or implied warranty of any kind, including but not limited to any warranties of performance, merchantability or fitness for a particular use or purpose. Distributor does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the product. Distributor makes no warranties with respect to any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer malware program.

We do not represent or warrant that the site, or any part thereof, is appropriate or available for use in any particular jurisdiction. Those who choose to access the site do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations, including laws regulating the export of data. We may limit the availability of the site, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion. Accessing the site is prohibited from territories where the site's content is illegal.

You represent and warrant that you are in compliance with all laws, restrictions and regulations administered by governmental entity imposing economic sanctions and trade embargoes ("economic sanctions laws") against designated countries ("embargoed countries"), entities and persons (collectively, "embargoed targets"). You represent and warrant that you are not an embargoed target or otherwise subject to any economic sanctions law. You agree to comply with all economic sanctions' laws. Without limiting the generality of the foregoing, you agree not to:

- A. Directly or indirectly export, re-export, transfer or otherwise deliver any products, services, technology or information of any portion thereof to an embargoed target, or
- B. Broker or otherwise facilitate any transaction in violation of any economic sanctions laws.
- C. We will cooperate with law enforcement authorities as required by law. We will cooperate with law enforcement agencies in any investigation of alleged illegal activity regarding the use of the service when requested.

#### 13. Right to Discontinue Services, Termination

RFX may, in our sole discretion and without liability to you or to any third party, with or without cause, with or without notice, suspend or discontinue, temporarily or permanently, the site, and the services (or any part thereof). You agree that we will not be liable to you or any other party for termination of

your access to the site or the services. All provisions of this agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

#### 14. No Legal Advice

Nothing contained in this agreement or the service constitutes legal advice. If you have any questions regarding your legal rights and legal obligations, you should consult with your attorney.

#### 15. Confidentiality

For purposes of this terms of use, the term “confidential information” means any information, technical data or know-how, including, without limitation, to all that which relates to the licensor and the licensor platform, that is disclosed under these terms of use which is identified as confidential or proprietary at the time of disclosure, or which by its nature is reasonably to be considered as confidential or proprietary.

#### 16. Miscellaneous

##### 16.1 Severability

If any provision of this terms of use or part thereof is invalid, this shall not cause the entire terms of use to be invalid, instead, the terms of use or relevant provision, shall be reconciled, to the extent the invalidity materially affects any party’s benefit or performance under the terms of use.

This agreement constitutes the entire agreement between the parties with respect to the subject matter of this contract. All previous agreements, discussions, presentations, warranties, and conditions are combined in this document. There are no warranties, representations, conditions, or agreements, express or implied, between the parties, except those explicitly stated in this agreement. This agreement may be changed or amended only by a written document duly executed by the parties.

##### 16.2 English Language

In the event of a conflict between these terms and a foreign language version of our terms of use, the English language version of these terms govern. All disputes, claims and causes of action (and related proceedings) will be communicated in English.

##### 16.3 Modifications

We may occasionally modify the terms of use or the privacy policy. All changes will be effective upon posting on the site. You can determine when the terms of use or the privacy policy were last revised by referring to the “last updated” legend at the top of the page. You agree to be bound by any such changes if you continue to use the site after such changes have been posted. We may change, restrict access to, suspend or discontinue the site, or any portion of the site, at any time.

##### 16.4 Dispute Resolution

This agreement shall be governed by and construed in accordance with the laws of Singapore. In the event of a dispute, the courts of the Singapore shall have absolute and exclusive jurisdiction.

If any term or provision of this agreement where the user originates from is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, that term or provision will be deemed modified to the extent necessary to render such term or provision enforceable, and the terms and conditions hereunder will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of this agreement.

Assignment; waiver. You may not transfer, assign, or delegate any of your rights, obligations or privileges hereunder; we may do so at any time. Any assignment of the foregoing other than as provided for in this section shall be null and void. No waiver of any provision or any right granted hereunder will be effective unless set forth in a written instrument signed by the waiving party. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

#### 17. Complete Agreement

This agreement, including any references mentioned and incorporated herein, together with such changes as may be subsequently made by us, constitutes the complete agreement between you and us, our subsidiaries, affiliated companies, licensors, and those third parties assisting in the operation of the site with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, written or oral. This Agreement may not be amended by the user. This Agreement supersedes any previous quotations, correspondence, or other communications, written or oral, between you and us