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Recommended by:	Head of Compliance	Approved by:	Director	Valid from:	25 February 2019

MX GLOBAL SDN BHD TERMS AND CONDITIONS

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Document History

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Director's Sign-off

Approved by	Signatory	Date
Jason Chan Ling Khee	-Approved-	25 February 2019

Head of Compliance's Sign-off

Recommended by	Signatory	Date
Ahmad Faiz Yusof	-Approved-	25 February 2019

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1. INTRODUCTION

- 1.1 MX Exchange is a digital asset exchange trading platform provided by and proprietary to MX GLOBAL SDN BHD (registered number: 1271022-M) (formerly known as ARXCHANGE Sdn. Bhd.), a company incorporated in Malaysia with its registered office at B-3-9, 3rd Floor, Block B, Megan Avenue 2, No.12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur. Reference in this website to “MX Exchange” refers to the said platform and where appropriate our company.
- 1.2 The platform operated by MX Global Sdn Bhd provides a user-friendly means to trade Fiat (as defined below) for the Supported Digital Asset (as defined below) and vice versa. It does not give Users (as defined below) the ability to trade Fiat for one form to another form of legal tender.
- 1.3 MX Global Sdn Bhd provides the following services to each Investor:
- one or more hosted digital asset wallets (the "**MX Wallet**") enabling the Investor to store, track, transfer, and manage the User’s balances of Supported Digital Asset, currently Bitcoin or Ether only.
 - a digital asset exchange service enabling the Investor to obtain prices for the purchase and sale of the Supported Digital Asset ("**MX Exchange**");
 - a digital asset trading exchange platform enabling the Investor to buy (with Fiat) and sell (for Fiat) the Supported Digital Asset, or trade, buy or sell one Supported Digital Asset with or for the other Supported Digital Asset, in each case via transactions on MX Exchange by matching your trades with open orders from other Investors (the "**Exchange Conversion Services**"); and
 - Such other products and services that MX Global provides to the Users and/or Investors from time to time, (collectively the "**Digital Asset Services**").

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2. GENERAL TERMS AND DEFINITIONS

2.1 For the purpose of these Terms and Conditions, the following terms shall, unless the context otherwise requires, have the meanings as defined below. All other terms not defined herein shall have the meaning as may generally be accepted within the industry based on the context used herein:

Prohibited Jurisdiction	It refers to the list of countries, published on our website under 'List of Prohibited Jurisdiction', of which MX Global shall not engage with any users or investors from the countries, or residing in the countries, or working in the country, amongst others, due to sanctions requirements, restricted digital asset activities by the government, etc. The list is not exhaustive and shall be updated as and when required.
“Digital Asset Services”	means the products and services which MX Global provides to Users and Investors, including but not limited to the Exchange Conversion Services.
“Digital Asset Transaction”	means the transaction through the MX Wallet which enables the relevant User to send the Supported Digital Assets to, and request, receive, and store the Supported Digital Assets from, third parties by giving instructions through the MX Global website.
“Disclaimer”	means MX Global Disclaimer available in our website.
“Exchange Conversion Services”	refers to the buy (with Fiat) and sell (for Fiat) of the Supported Digital Assets.
“Fiat”	means Ringgit Malaysia, the lawful currency of Malaysia.
“Investor”	means the Users which we have accepted as investor to buy/ sell/ trade Supported Digital Assets.
“KYC”	refers to “Know Your Customer”, a process by which we obtain information about the identity and address of Users and potential Users and Investors.
“Privacy Policy”	means the MX Global Privacy Policy available in our website.

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“Risk Warning Statement”	means the MX Global Risk Warning Statement available in our website.
“Supported Digital Asset”	refers to the digital assets ie. Bitcoin and Ether and such other digital assets as may be supported on our platform from time to time.
“User”	refers to any person using MX Global who has registered an account on our website.

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3. ACCEPTANCE OF TERMS

- 3.1 The Terms and Conditions constitute a legally binding agreement between you and MX Global Sdn Bhd. For the purposes of this Terms and Conditions, any reference to “we” “us” “our” “MX” and/or any similar term shall be construed as reference to MX Global Sdn Bhd.
- 3.2 By registering and opening an account to use our website and MX Global (each a “User Account”), you represent that you are eligible to do so, and unconditionally agree that you have read, understood and accept all of the Terms and Conditions set out below, together with the Privacy Policy, Disclaimer, Conflict of Interest Management Framework and the Risk Warning Statement (as those terms are defined below) (collectively, the “Agreement”). For the purposes of this Terms and Conditions, any reference to “you” “your” “user” and/or any similar term shall be construed as reference to MX Global’s users or investors.
- 3.3 You also accept and agree that you are solely responsible for understanding and complying with all laws, rules, regulations and requirements of the jurisdiction in which you live that may be applicable to your use of our website and/or your MX Account, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.
- 3.4 Please read this Terms and Conditions carefully before using our website because they affect your legal rights and obligations.
- 3.5 MX Global may, in its sole and absolute discretion, refuse to open a User Account for you, or limit the number of User Accounts that you may hold.

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4. AMENDMENTS TO AGREEMENT

- 4.1 MX Global reserves the right to amend or modify (in whole or in part) this Agreement at any time by publishing the revised version of this Agreement on our website.
- 4.2 The amendments to this Agreement will become effective and shall be deemed accepted by you, on and from the first time you access MX Global or the Digital Asset Services following MX Global publishing such amendments and they will apply on a going-forward basis with respect to any activity initiated after publishing.
- 4.3 You should visit our website regularly to check when the Terms and Conditions were last updated (as displayed at the top of this document) and to review the current Terms and Conditions. We will do our best to notify you of any amendments to the Terms and Conditions that we consider likely to materially affect your rights and obligations. Any such notice will be posted on our website, or sent by email to the address associated with your MX Account (see Electronic Communications).
- 4.4 The continued use of your MX Account, after any amendment to this Terms and Conditions, constitutes your acceptance of the Terms and Conditions, as modified by such amendment.
- 4.5 If you do not agree with any amendment to this Agreement, your sole and exclusive remedy is to close your Account. You agree that MX Global shall not be liable to you as a result of any loss or damage suffered or incurred by you arising out of or in connection with any amendment to, or MX Global's exercise of its rights under, this Agreement.

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5. ELIGIBILITY

5.1 By opening a MX Account, you expressly warrant and represent that:

1. You are 18 years of age or over and have full capacity to accept the Terms and Conditions and enter any transaction available through our website;
2. You will not open, or attempt to open, a MX Account under any name except your own; or use your MX Account to carry out transactions on behalf of a third party;
3. Where (if permitted) the User is an entity, is a corporation or other organization duly incorporated or organized, validly existing under the laws of its jurisdiction of domicile and has the requisite power and authority to carry on its business and operations as now being conducted, but excluding entities, corporations or other organisations duly incorporated or organized, validly existing under the laws of a Prohibited Jurisdiction;
4. You will follow the MX Business account application process if you seek to open and use a MX Account for a non-individual legal entity (e.g. a company, trust or partnership);
5. You have provided the required identification information pursuant to internal MX Global's Anti Money Laundering and Counter Financing of Terrorism Policy and accepted by MX Global Sdn Bhd;
6. You will not have more than one MX Account; use or access any MX Account other than your own; or assist any other person in obtaining unauthorised access to any MX Account;
7. You will provide security for transactions carried out through your MX Account by ensuring there is sufficient Fiat or digital asset (as the case may be) in your MX Account in advance of any transaction;
8. You will not allow or facilitate the deposit of Fiat into your MX Account unless that deposit is made in accordance with the Deposit Requirements (see Deposits);
9. You will not allow or facilitate the withdrawal of Fiat from your MX Wallet to a bank account held in the name of a third party (see Withdrawals);
10. You will not use your MX Account for or in relation to any illegal activity, any Prohibited Activity, in violation of any laws, statutes, ordinances or regulations;
11. You are not a national or resident of the Prohibited Jurisdictions;
12. Any information that you provide is true, accurate and correct; and

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13. You acknowledge that trading digital assets involves large risks and could result in significant financial losses and you shall not hold MX Global or any of its affiliates, officers, directors, employees and representatives liable for whatsoever arising therefrom.

5.2 You acknowledge and agree that it is not permitted to enter into this Agreement if:

1. You are a resident or domiciled in a Prohibited Jurisdiction; or
2. The funds used by you in connection with the use of the Digital Asset Services and/or access to MX Global are the proceeds (whether in whole or in part) of any criminal or illegal activity or money laundering activity; or
3. MX Global may, in its sole and absolute discretion and without being required to give any explanation or notice, refuse access to MX Exchange or any Digital Asset Service to any User or Investor, including where the User/ Investor does not meet, or MX Exchange suspects that the User or Investor does not (or is unlikely to) meet, the requirements set out in this Agreement, including the AML/CFT Policy.

By opening a MX Account, you accept and agree that MX Global may, without further notice and in its sole discretion, terminate, suspend or restrict the account of any customer who uses, or who we reasonably suspect may be using, our website or any MX Account in a manner that is inconsistent with the latter or spirit of this Terms and Conditions.

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6. RISK DISCLOSURE

6.1 Before using our website, you should ensure that you understand the risks involved in buying, selling or trading digital assets. Digital asset markets can be volatile and prices can fluctuate significantly, which could result in sudden and significant increases or decreases in the value of your assets.

This market volatility and other risks involved in buying, selling or trading digital assets are explained in our Risk Warning Statement on our website. There may be additional risks not identified in this Terms and Conditions or in the Risk Warning Statement.

You, therefore, confirm and agree that:

1. You have carefully assessed whether your financial situation and risk tolerance is suitable for buying, selling or trading digital assets;
2. All investment decisions are made solely by the User. Notwithstanding anything in this Agreement, MX Exchange and its affiliates, officers, directors, employees and representatives accept no responsibility whatsoever for, and shall in no circumstances be liable to a User in connection with, such decisions; and
3. You have read the Risk Warning Statement and acknowledge the risks associated with the using of MX Exchange and receiving the Digital Asset Services.
4. Any loss resulting from the investors trading or investment through the recognized market is not covered by the Capital Market Compensation Fund.

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7. ELECTRONIC COMMUNICATIONS

7.1 You accept and agree that:

- any communications, agreements, notices and/or any other documents (together “Communications”) relating to your MX Account or your use of MX Global’s services will be provided to you electronically by posting them on our website, emailing them to the email address you have provided to us, or through any other form of electronic communication. You consent to receiving all Communications electronically;
- you will at all times have available to you the necessary hardware and software to receive, access and retain Communications sent to you electronically, including a device with an internet connection and a valid and accessible email address;
- you assume full responsibility for providing MX Global with a valid and accessible email address to which any Communications may be sent, and for ensuring that email address and any other contact information is kept up to date. Any Communication sent to the email address you have provided to us will be deemed to have been received by you. You are not allowed to change your registered email address.

7.2 You may at any time withdraw your consent to receiving Communications electronically by contacting support@mx.exchange.

You acknowledge that failure to give, or withdrawing, consent to receiving Communications electronically puts the security of your MX Account at risk (see Account Security) and that MX Global reserves the right to close your MX Account in the event you fail to give, or withdraw, your consent to the receipt of Communications electronically.

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8. IDENTITY VERIFICATION

8.1 MX Global implements and maintains the strict standards of Know Your Customer (“KYC”) processes and controls as part of our commitment to combating fraud and assisting in the prevention of money laundering and terrorist financing.

To ensure we meet these standards, you are required to provide certain personal details and documents when opening a MX Account (“Identity Verification”). The nature and extent of the Identity Verification required will depend upon our risk-profiling of customers and the deposit and withdrawal limits that you wish to apply to your MX Account.

In certain circumstances, MX Global may also perform enhanced customer due diligence (“EDD”) procedures in relation to your MX Account. You accept and agree that you will remain subject to such procedures at all times.

8.2 Each User acknowledges and agrees the following:

- identification and verification procedures, as per KYC prior to a User using the MX Exchange and receiving the benefit of the Digital Asset Services;
- if a User fails to provide required documents and information under KYC, MX Global reserves the right to:
 - a) prevent such User from registering a User Account or accessing MX Exchange or the Digital Asset Services; and/or
 - b) immediately terminate the provision of Digital Asset Services to the User without prior notice.
- all information (including but not limited to personal information of the User) that such User provides to MX Global is accurate and complete. If MX Global suspects any such information is inaccurate, false or incomplete, MX Global reserves the right to:
 - a) refuse the User to register for a User Account;
 - b) prevent access to the MX Exchange or the Digital Asset Services; and/or
 - c) immediately terminate the provision of Digital Asset Services to the User without prior notice.
- if MX Global has a suspicion of a User engaging in any illegal activity, including but not limited to money laundering, fraud, theft or criminal activity, MX Global may either request such User to provide additional information for KYC and validation purposes or immediately terminate the provision of the Digital Asset Services to that User without notice and report such activities to the relevant regulatory authority; and

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- the User hereby authorises MX Global to, directly or indirectly (through third parties), make any inquiries MX Global considers necessary to check the relevance and accuracy of the information provided for verification purposes, including subcontracting the provision of any related KYC or User verification services to a nominated third party; and
- that there may be delays in accessing your MX Account, or in carrying out transactions through your MX Account, while we undertake any Identity Verification and/or EDD procedures.

8.3

Retention of information.

MX Global is required to retain certain information and documentation obtained as part of the Identity Verification and EDD procedures. These requirements apply even when you have terminated your relationship with MX Global. We reserve the right to keep such information and documentation for the required period and you accept and agree that information and documentation you provide to MX Global may be retained by us, including following the closure of your MX Account.

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9. THE MX WALLET

9.1 The MX Wallet allows you to send, receive and store digital asset (together, “MX Wallet Transactions”).

The Supported Digital Asset may change from time to time. Under no circumstances should you attempt to carry out a MX Wallet Transaction in relation to a digital asset other than a Supported Digital Asset. In particular, but without limiting the generality of the foregoing, you accept and agree that you will have no access, entitlement or claim:

- to any digital asset sent to a receive address associated with your MX Wallet where that digital asset is not a Supported Digital Asset; or
- to any digital asset sent to a receive address associated with your MX Wallet, where that receive address is associated with another digital asset. For example, you will have no access, entitlement or claim to any Bitcoin (BTC) sent to a Bitcoin Cash (BCH) receive address.

9.2 Fiat in your MX Wallet

Fiat deposited into your MX Wallet (see Deposits) is solely for (1) the purchase of Supported Digital Assets and/or (2) Withdrawal to an approved bank account (see Withdrawals).

Proceeds from the sale of Supported Digital Assets will be credited to your fiat MX Wallet, less any applicable fees. MX Global does not pay interest on fiat or Supported Digital Asset balances held in your MX Wallet.

9.3 Transaction instructions.

MX Global will process MX Wallet Transactions according to your instructions.

You accept and agree that MX Global does not:

- guarantee the identity of any user, receiver, or other party to a MX Wallet Transaction. You are solely responsible for ensuring all transaction details are correct, and you should carefully verify all transaction information prior to submitting transaction instructions to MX Exchange; or
- have any control over, or any liability in relation to, the delivery, quality or any other aspect of any goods or services that you may buy from or sell to any third party. MX Global shall not be responsible for, and will take no action in relation to, ensuring that any buyer or seller you transact with using your MX Wallet completes the relevant transaction or has the requisite authority to do so.

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You also acknowledge and accept:

- Digital Asset Transactions cannot be reversed once they have been broadcasted to the relevant network facilitating the mining of such Supported Digital Asset (the “Supported Network”).
- Supported Digital Assets associated with Digital Asset Transactions that are in a pending state will be designated accordingly, and will not be displayed in your MX Wallet balance or the User Account or be available for the User to conduct subsequent Digital Asset Transactions until the relevant transaction is verified by the Supported Network.
- MX Global may refuse to process or may cancel any pending Digital Asset Transaction for any reason at its sole discretion (including but not limited to there being insufficient Fiat or Supported Digital Asset in the User Account to settle the relevant transaction at the time of such instruction) or as required by applicable laws or any court or other regulatory authority to which MX Global is subject.
- In submitting Digital Asset Transactions, the User may not be trading directly with MX Global, but may trade with other Users. For clarity, MX Global may not be the counterparty in such Digital Asset Transactions.
- MX Global reserves the right to reject or cancel instructions made and/or pending during system downtime. Certain deposit or withdrawal requests may not be processed outside of normal banking hours in Malaysia.
- A User may request to cancel or amend its instructions but MX Global is not obliged to accept any such request. Instructions may be cancelled or amended only before execution, and such User agrees that MX Global shall incur no liability in connection therewith.
- MX Global assumes no responsibility or liability to the User in connection with such User’s use or attempt to use the MX Wallet, including where the User attempts to send and/or receive digital currencies such as the Supported Digital Assets via the Digital Asset Transactions; and
- In the event of suspension or outage, investor agrees to transfer Supported Digital Asset to other exchange wallet.

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9.4 **Receiving Digital Asset.**

You may receive Supported Digital Asset into your MX Wallet by providing the sender with a receive address generated in your MX Wallet.

Your MX Wallet will only be credited with Supported Digital Asset sent to a receive address generated through your MX Wallet and associated with that Supported Digital Asset. For example, your MX Wallet will be credited with ETH when it is sent to an ETH receive address generated through your MX Wallet.

9.5 **Funds received in error.**

In the event you know, suspect, or should reasonably know or suspect, that any fiat or digital asset has been credited to your MX Wallet (or to any bank account) in error, you must immediately notify MX Global of the error by submitting a ticket through the Support Page in our website.

You accept and agree that you have no claim or entitlement to any fiat or digital asset received in error, and must immediately return such funds in accordance with the instructions received from MX Global.

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10. DEPOSITS

10.1 Where your identity has been verified (in accordance with the Identity Verification requirements), you may deposit fiat into your MX Wallet by depositing funds into a MX Exchange bank account, held with a Malaysia bank (a “Deposit”).

Details of the MX Global bank account into which you must make the Deposit will be provided to you by MX Global, and any such bank account will be held and operated by MX Global.

As part of our deposit requirements, you must strictly adhere to the following Deposit requirements (the “Deposit Requirements”):

- you can only make a Deposit from a bank account in Malaysia via bank transfer held in your own name. You must not allow any third party to make a Deposit into your MX Wallet; and
- you must not use any other methods other than specified above (the “Rejected Deposit”). MX Exchange reserves the right to refuse any Rejected Deposit.

10.2 Allocation of deposits.

When you request to make a Deposit through your MX Wallet in our website, you are required to upload proof of bank deposit (the “Deposit Proof”). To permit timely and successful allocation of a Deposit to your MX Wallet, you must ensure the Deposit Proof is uploaded correctly and successfully with clear information on the amount, date and time of deposit.

MX Global will not be responsible for any delay in or non-allocation of Deposits to your MX Wallet where you fail to correctly and successfully upload the Deposit Proof.

Deposits may take time to reflect in your MX Wallet due to bank processing times, operational processes, and/or failure by you to adhere to the Deposit Requirements. Under no circumstances will MX Global have any liability to you in relation to any delay in or failure of a Deposit reflecting in your MX Wallet.

MX Exchange will make all reasonable efforts to allocate Deposits that do not meet the Deposit Requirements by transferring the Rejected Deposits to your registered bank account or originating bank account after deducting all the relevant charges. However, any Deposits less than the withdrawal fee shall not be returned.

Any of your Rejected Deposits that cannot be allocated due to whatsoever reasons, shall be retained by MX Global, until you claim it. MX Global shall take the necessary measures to ensure you are the rightful owner of the Rejected Deposit.

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11. WITHDRAWALS

- 11.1 Where you have added your bank account details to your MX Account, you may withdraw funds from your MX Wallet to your bank account (a “Withdrawal”). MX Global will process Withdrawals in accordance with your instructions.

You are solely responsible for ensuring that any Withdrawal instructions provided to MX Global, including the relevant bank account number, are complete and correct and you accept and agree that under no circumstances will MX Global be under any obligation to reverse or amend any Withdrawal.

MX Global will make all reasonable efforts to process Withdrawals each business day, but you accept and agree that MX Global provides no guarantee in relation to the Withdrawal processing period.

- 11.2 Withdrawals to the bank account of any third party are expressly prohibited.

You agree not to make, or attempt to make, any Withdrawal of funds from your MX Wallet to the bank account of a third party and accept that any such Withdrawal may be refused and/or result in the restriction, suspension or termination of your MX Account.

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12. INSTANT BUY OR SELL

12.1 MX Wallet users may use the Instant Buy or Sell service to buy or sell a chosen amount of Supported Digital Asset at the quoted exchange rate.

In using the Instant Buy or Sell service, you accept and agree that:

- When you make an Instant Buy or Sell order, MX Global will match your order with open orders on MX Exchange. MX Global will facilitate the trade, in accordance with your instructions;
- MX Global is not acting as your broker, intermediary, agent, adviser or in any fiduciary capacity and no information or communication provided to you by MX Global in relation to an Instant Buy or Sell transaction will constitute advice;
- when you place an order to buy or sell Supported Digital Asset, we will provide you with a quoted exchange rate. MX Global is unable to, and will not, specify the percentage of the quoted exchange rate that reflects MX Exchange's facilitation of the relevant trade, as it will vary with market conditions. The quoted exchange rate may differ from rates seen elsewhere on the MX Exchange site, or on external sources, and you acknowledge that the quoted exchange rate is the rate that will apply to your order;
- By proceeding with your Instant Buy or Sell transaction, you confirm that you accept the quoted exchange rate, including its components;
- MX Global does not guarantee the availability of, or that there will be no delays or interruptions in or to, the Instant Buy or Sell service.

Before confirming any Instant Buy or Sell transaction, you must ensure that the amount of Supported Digital Asset to be bought or sold is correct and that you agree to the quoted exchange rate. MX Global cannot, and will not, reverse an executed order.

MX Exchange reserves the right to delay or refuse any Instant Buy or Sell transaction if, in our sole discretion, we perceive there to be a risk of fraud or illegal activity, or where we have reasonable grounds on which to suspect an error may have been made. MX Exchange shall have no liability to you in connection with any delay in or non-completion of an Instant Buy or Sell transaction.

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13. THE MX EXCHANGE

13.1 The MX Exchange is an order book exchange platform for digital asset that is intended for use by customers with experience in and/or knowledge of similar platforms. Any person using the MX Exchange does so entirely at their own risk.

In accessing and/or using the MX Exchange for any purpose, you agree and accept that:

- all trades executed on the MX Exchange are executed automatically, based on the parameters of your order instructions, and cannot be reversed. In the case of technical issues affecting MX Exchange’s internal systems, MX Global may, where possible and in its sole discretion, take steps to reverse or otherwise amend a trade;
- all trading on the MX Exchange is subject to MX Global’s fee structure, as posted on our website. By using the MX Exchange, you accept and agree to all applicable fees;
- MX Global makes no guarantee that the MX Exchange will be available without interruption; that there will be no delays, failures, errors, omissions or loss of transmitted information; or that any order will be executed, accepted, recorded, or remain open.

MX Global may, at any time and in our sole discretion, refuse any trade, impose limits on the trade amount permitted, or impose any other conditions or restrictions upon your use of the MX Exchange that we deem necessary. We may, for example, limit the number of open orders that you may establish or restrict trades from certain locations. MX Global reserves the right to take such action without prior notice.

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14. FEES

- 14.1 The fees applicable to transactions undertaken on the MX Global can be viewed under Fees & Charges on our website. MX Global reserves the right to change our fees at any time and will update the Fees & Charges page accordingly.

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15. ACCOUNT SECURITY

15.1 MX Global takes security very seriously and the measures we have in place to protect your MX Account. However, you are solely responsible for:

- maintaining adequate security and control over your MX Account sign-in details, including but not limited to any passwords, API keys, or any other codes associated with your MX Account;
- enabling any additional security features available to you, including the activation of two factor authentication on your MX account;
- keeping your contact details up to date so that you can receive any notices or alerts we may send to you in relation to security (see Electronic Communications);
- maintaining security and control over the email mailbox, phone number and two-factor authentication applications or devices associated with your MX Account.

Failure to take the above measures, and any other security measures available to you, may result in unauthorised access to your MX Account and the loss or theft of any digital asset and/or Fiat balances held in your MX Wallet or any linked bank account(s). MX Global shall have no liability to you for or in connection with any unauthorised access to your MX Account, where such unauthorised access was due to no fault of MX Global, and/or any failure by you to act upon any notice or alert that we send to you.

The security of your MX Account may be compromised, or interruption caused to it, by phishing, spoofing or other attack, computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment. MX Global strongly recommends that you regularly use reputable virus screening and prevention software and remain alert to the fact that SMS, email services and search engines are vulnerable to spoofing and phishing attacks. You should immediately notify MX Global about any unusual, suspicious, unclear or abnormal changes in relation to your MX Account, or any unauthorized use of your MX Account, or any security breaches in relation to your MX Account.

Care should be taken in reviewing messages purporting to originate from MX Global and, should you have any uncertainty regarding the authenticity of any communication, you should log in to your MX Account through our website to review any transactions or required actions.

To the maximum extent permitted by applicable law, you accept and agree that you have full responsibility for all activity that occurs in or through your MX Account and accept all risks of any unauthorised or authorised access to your MX Account.

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15.2

Private keys.

MX Global securely stores all Supported Digital Asset private keys (“Private Keys”) associated with any MX Account. You accept and agree that MX Global shall retain full ownership and control of the Private Keys associated with your MX Account and that you shall have no control of, access to, or the ability to use, such Private Keys. For example, but without limiting the generality of the foregoing, MX Global will not:

- accept or adhere to any instruction to sign any data with a Private Key;
- give access to any funds associated with your private keys, other than those of the Supported Digital Asset associated with your digital asset wallet;
- allow the creation of any receive addresses associated with a Private Key other than receive addresses created through your MX Wallet. MX Global will not credit to your MX Wallet any digital asset associated with a Private Key other than where such funds have been received via a receive address generated through your MX Wallet.

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16. SERVICE AVAILABILITY

- 16.1 While we will do everything, we can to provide continuous operations, MX Global does not provide any warranty in relation to the availability of our website or your MX Account. Without limiting the generality of the foregoing, we do not guarantee continuous access to our website or your MX Account and make no representation that our website, MX Global API, your MX Account and/or any products or services offered therein will be available without interruption; or that there will be no delays, failures, errors, omissions or loss of transmitted information.

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17. TRANSACTIONS ON DIGITAL ASSET NETWORKS

17.1 When you use your MX Account to send or receive digital asset, the transaction must be confirmed and recorded in the public ledger associated with the relevant digital asset network (e.g. the Bitcoin network or the Ethereum network). That digital asset network is solely responsible for verifying and confirming any such transactions. MX Global cannot confirm, cancel or reverse transactions on a digital asset network, other than confirming to you that the network has completed the transaction. You accept and agree that:

- Once submitted to a digital asset network, a transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the network. A transaction is not complete while it is in a pending state. Funds associated with transactions that are in a pending state will be designated accordingly, and will not be included in your MX Wallet balance or be available to you to conduct transactions;
- When you send digital asset from your MX Account, you are authorising us to submit your transaction request to the relevant digital asset network. Once a transaction request has been submitted to the relevant digital asset network, the network will automatically complete or reject the request and neither you or MX Global will be able to cancel or otherwise modify your transaction; and
- Digital Asset networks are operated by decentralised networks of independent third parties. They are not owned, controlled or operated by MX Global so we cannot ensure that any transaction details you submit will be confirmed by the relevant digital asset network. You agree that any transaction details you submit may not be completed, or may be substantially delayed, by the digital asset network used to process the transaction.

17.2 **Network protocols and operating rules.**

The underlying software protocols that govern the operation of the Supported Digital Assets are open source. Accordingly, anyone can use, copy, modify, and distribute them and MX Global has no ownership of or control over these protocols. By using our website, you accept and agree that:

- MX Global is not responsible for the operation of any digital asset network's underlying software protocols and makes no guarantee as to their availability, security, or functionality;
- the underlying software protocols are subject to sudden changes in operating rules (known as "forks"), and that such forks may materially affect the value, function, and/or name of any digital asset you store in your MX Account. Should a fork occur, MX Global may, with or without notice to you, temporarily suspend our operations and, in our sole discretion, decide whether or not to support either branch of the forked protocol entirely; and

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- in the event MX Global decides not to support a branch of a forked protocol, you will not be given access to the assets on that fork. Those assets will be securely held by MX Global and we will not buy or sell them.

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18. ACCOUNT INACTIVITY

- 18.1 Fiat deposited into your MX Wallet may only be used for the purchase of Supported Digital Assets and/or Withdrawal to an approved bank account (see The MX Wallet). You must not use your MX Wallet for the purpose of storing Fiat.

Where Fiat in your MX Wallet is not used for a period exceeding three (3) months, MX Global may charge and obtain from you an Inactivity Fee of MYR3.00 per month, which shall be collected from the Fiat held in your MX Wallet. Should we have reasonable grounds on which to suspect you are using your MX Wallet primarily for the purpose of storing Fiat, MX Global reserves the right to restrict, suspend or terminate your MX Account.

- 18.2 **Unclaimed property.**

In the event any funds are held in your MX Wallet(s) and MX Global has no record of any use of your MX Account for several years, and we are unable to contact you, the law may require us to report and deliver such funds to the relevant authorities as unclaimed property.

To the extent permitted by applicable law, MX Global reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds.

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19. CLOSURE OF YOUR ACCOUNT

19.1 You acknowledge and agree that:

- MX Global may, at its sole discretion, close its User Account at any time;
- You may close your MX Account, by submitting a closure request via the Support page on our website;
- the User is responsible for any fees, costs, expenses, charges or obligations (including, but not limited to, legal and court fees or transfer costs of fiat currency) associated with closing its User Account;
- MX Global may, at its sole discretion, set-off any outstanding money such User owes to MX Global in connection with the User's use of the Digital Asset Services ("Outstanding Amounts") by deducting those Outstanding Amounts from the balance in such User Account; and
- if the Outstanding Amounts and/or the User Account closing costs exceed the balance in the User Account, such User will be responsible for reimbursing MX Global, with such costs to be paid in full. For clarity, MX Global reserves the right to refuse to close the relevant User Account in such circumstances.

When MX Global initiates the MX Account closure, MX Global shall notify the user to transfer the digital asset balance into digital asset wallet held outside MX Exchange within 5 working days. MX Global shall transfer the remaining Fiat balance into the user's registered bank account.

Similarly, if you request to close your MX Account, you must transfer out your digital asset balance into digital asset wallet held outside MX Exchange within 5 working days from the date of closure request.

You accept and acknowledge that, once your MX Account is closed:

- you will have no further access to it;
- MX Global will be under no obligation to notify you of, or provide to you, any digital asset sent to any receive address associated with your MX Account; and
- MX Global reserves the right (but has no obligation) to delete all of your information and account data stored on our servers, and also reserves the right to retain any information that is required for legal or operational reasons.

If at the date of closure of your account, any digital asset remains in your MX Wallet(s), you accept and agree that MX shall retain such funds and that you shall have no further claim to them.

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You accept and agree that MX Global shall not be liable to you or any third party in relation to the closure of your MX Account, the termination of access to your MX Account, or for the deletion of your information or MX Account data.

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20. RESTRICTION, SUSPENSION AND TERMINATION

20.1 MX Global reserves the right to restrict, suspend or terminate your MX Account where:

- we reasonably suspect your MX Account to be the subject of an operational or other error, in which case we may be required to suspend access to your account until such time as the error is rectified;
- we reasonably suspect your MX Account has been or is being used in relation to any unlawful, fraudulent or Prohibited Activity, or in breach of this Terms and Conditions;
- we reasonably suspect you or your MX Account is or has been associated with, or poses a high risk of, money laundering, financing of terrorism, fraud, or any other financial crime;
- we reasonably suspect you of taking any action that MX Global considers to be a circumvention of MX Global's controls, including but not limited to opening multiple MX Accounts;
- we reasonably suspect your involvement in any attempt to gain unauthorised access to any MX Account;
- your MX Account is or appears to be the subject of any legal, regulatory or government process and/or we, in our sole discretion, consider there to be a heightened risk of legal or regulatory non-compliance associated with your MX Account;
- your MX Account is dormant or inactive for a period in excess of 12 months;
- we are compelled to do so by a prima facie valid subpoena, court order, or other binding order of a government or regulatory authority; or
- your name appears on a government or international body sanctions list.

20.2 In the event the Digital Asset Services or your User Account cease, is terminated or suspended by us due to fraudulent, illegal or unlawful transactions including but not limited to breaches of any law (including but not limited to the Financial Services Act 2013, Islamic Financial Services Act 2013 and/or Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or any regulation and/or guidelines made thereunder), you shall not be entitled to obtain any refund of the available balance of any kind and it shall be lawful for us to retain for an indefinite period or release to the relevant authorities the available balance, all in accordance with applicable legislation, regulation and/or guidelines. You shall not be entitled to claim any form of compensation for any loss arising therefrom.

20.3 We shall not be obliged to refund the Available Balance (if any) until and unless clearance has been obtained from the relevant authorities, if applicable.

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20.4 In the event that we refuse to complete a transaction and/or suspend your account we will lift the suspension as soon as reasonably practicable once the reasons for refusal and/or suspension no longer exist. However, we are under no obligation to allow you to reinstate a transaction at the same price or on the same terms as the suspended, reversed or cancelled transaction.

20.5 MX Global will make all reasonable efforts to provide you with notice of any decision to restrict, suspend or terminate your MX Account, unless we are prevented from doing so by any legal or regulatory process or requirement, or where doing so may compromise MX Global's security and/or risk management procedures. You accept and agree that MX Global is under no obligation to disclose to you the fact of or reason for any decision to restrict, suspend or terminate your MX Account, and shall have no liability to you in connection with the restriction, suspension or termination of your MX Account.

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21. MARKET INTEGRITY PROVISION

21.1 Trading Operations

- MX Global discloses information about its market structure, order types and the interactions of the order types, if any, on the platform.
- MX Global has adequate arrangements and processes as is reasonable to deter manipulative activities on the platform and ensure proper execution of trades.
- MX Global has adequate arrangements and processes as is reasonable to manage excessive volatility of its platform which may include circuit breakers, price limits and trading halts.
- MX Global has adequate arrangements and processes as is reasonable to manage error trades.
- MX Global has adequate arrangements and processes as is reasonable to manage systems error, failure or malfunction.
- MX Global has adequate arrangements and processes as is reasonable to manage investors' assets in the event of any suspension or outages of the platform, including transfer or withdrawal procedures.

21.2 Market Transparency

- MX Global ensures trading information, both pre-trade and post-trade, is made publicly available on a real-time basis.
- MX Global makes available in a comprehensible manner and on a timely basis, material information or changes to the tradable Supported Digital Assets.
- MX Global makes publicly available information relating to the trading arrangements, including the circumstances arising thereof and where relevant.

21.3 Market making

- MX Global may provide or carry out market making activities to provide liquidity to its market, subject to Securities Commission Malaysia's approval.
- MX Global will ensure sufficient disclosure of all market making arrangements to its investors.

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22. USE OF MX GLOBAL API

22.1 This section applies to any use of MX Global’s Application Programming Interface and any associated documentation or materials (together, the “MX Global API”). Any use of the MX Global API is subject to this section and, for the avoidance of doubt, the Terms and Conditions in their entirety.

Any use of the MX Global API is entirely at your own risk. It is your responsibility to keep any API keys, passwords or other credentials relating to your use of the MX Global API secure, and you accept and agree that you take full responsibility for any and all requests made over the API, whether authorised by you or not.

MX Global sets and enforces limits on your use of the MX Global API (e.g. limiting the number of requests per second). You accept and agree that any circumvention of, or attempt to circumvent, these limits, or any use of the MX Global API that may adversely affect other users of our website, may result in MX Global, at its sole discretion, revoking your API access.

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23. FINANCIAL ADVICE

23.1 Under no circumstances does any information contained on our website, or provided to you through your MX Account or by any employee, agent or affiliate of MX Global, constitute financial, investment or other professional advice.

You are solely responsible for any decision to store, buy or sell digital asset, and such decision should take into account your risk tolerance and financial circumstances.

For more information on the risks involved, see Risks and the Risk Warning Statement on our website. You should consult your legal or tax professional in relation to your specific situation.

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24. TAXES

24.1

You are solely responsible for determining whether, and to what extent, any taxes apply to any transactions you carry out through your MX Account, and for withholding, collecting, reporting and remitting the correct amounts of tax to the appropriate tax authorities.

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25. PROHIBITED ACTIVITIES

25.1 You must not use your MX Account to undertake any of the activities or categories of activity set out in this section (each a “Prohibited Activity”):

- violation of any laws, statutes, ordinance or regulations;
- undertaking, facilitating or supporting criminal activity of any kind, including but not limited to, money laundering, terrorist financing, illegal gambling operations or malicious hacking;
- abusive activity, including but not limited to:
 - imposing an unreasonable or disproportionately large load on MX Global’s infrastructure, or otherwise taking any action that may negatively affect the performance of our website or MX Global’s reputation;
 - attempting to gain unauthorised access to our website or any MX Account;
 - transmitting or uploading any material to our website that contains viruses, Trojan horses, worms, or any other harmful programmes; or
 - transferring your MX Account access or rights to your MX Account to a third party, unless as required by law or with MX Global’s prior consent.
- paying in to or otherwise supporting pyramid schemes, Ponzi schemes, matrix programmes, “get rich quick” schemes, multi-level marketing programmes or high-yield investment programmes;
- fraudulent activity, including but not limited to taking any actions that defraud MX Global or a MX Global customer, or the provision of any false, inaccurate, or misleading information to MX Global;
- transactions involving items that may help facilitate or enable illegal activity; promote or facilitate hate, violence or racial intolerance; are considered obscene; or may be stolen goods or the proceeds of crime;
- transactions involving TOR markets, online gambling sites or mixers;
- sale or purchase of narcotics or controlled substances;
- intellectual property infringement.

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25.2

By opening a MX Account, you confirm that you will not use your account to undertake any of the above-listed Prohibited Activities or any similar or related activity.

Activities subject to the prior written approval of MX Global. Unless you have obtained the prior written approval of MX Global, you accept and agree that you will not use your MX Account to conduct or operate any of the following business activities or categories of activity:

- money services, including but not limited to money or digital asset transmission, currency or digital asset exchange or dealing, payment service providers, e-money or any other financial services business;
- gambling or gaming services;
- charitable or religious / spiritual organisations;
- consumer lending services, including but not limited to secured and unsecured loans, cash advances, payday lending;
- investment funds, asset management, or brokerage services.

We reserve the right to restrict, suspend or terminate your MX Account if we suspect, in our sole discretion, that you are using, or have used, your MX Account in association with any of the activities listed above, or any similar or related activity, without having obtained the prior written approval of MX Global.

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26. RESTRICTED ACCESS AND ACTIVITIES

- 26.1 Our website and the Digital Asset Services are not directed at or intended for distribution to any person (or entity) who is a citizen or resident of (or located or established in) any jurisdiction where the use of our website and/or Services would be contrary to applicable law or regulation or would subject MX Global to any registration or licensing requirement in such jurisdiction. Persons who wish to access our website are required to inform themselves about and to observe any legal or regulatory restrictions which may affect their eligibility to access our website and/or use the Digital Asset Services. Professional advice should be sought from a financial or other professional adviser regarding the suitability of any investments.
- 26.2 None of the information presented is intended to form the basis for any offer or recommendation, or have any regard to the investment objectives, financial situation or needs of any specific person. No reliance may be placed for any purpose on the information provided in this presentation or the accuracy or completeness thereof and no responsibility can be accepted by MX Global and/or its related companies to anyone for any action taken on the basis of such information.

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27. DISCLAIMER OF WARRANTIES

27.1

Our website, your MX Account and any related products or services are offered on a strictly “as-is” and “where-available” basis and MX Global expressly disclaims, and you waive, all warranties of any kind, whether express or implied. Without limiting the generality of the foregoing, our website, your MX Account, and any related products or services are offered without any warranty as to merchantability or fitness for any particular purpose.

Some jurisdictions do not allow the disclaimer of implied terms in consumer contracts, so some or all of the disclaimers in this section may not apply to you.

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28. LIMITATION OF LIABILITY

28.1 In no event shall MX Global or any other affiliates (including their respective directors, members, employees or agents) be liable to you for any direct, indirect, special, consequential, exemplary or punitive damages or any other damages of any kind, including but not limited to loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, whether in contract, tort or otherwise, arising out of or in any way connected with your use of, inability to use, or unavailability of our website and/or your MX Account, including without limitation any damages caused by or resulting from any reliance upon any information received from MX Global, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, communications failure, theft, destruction or unauthorised access to MX Global's records, programmes or services.

In no event will any liability of MX Global or any other affiliates (including their respective directors, members, employees or agents) arising in relation to your use of our website or your MX Account, exceed (in aggregate) the fees earned by MX Global in connection with your use of your MX Account in the six-month period immediately preceding the event giving rise to the claim for liability.

The above limitations of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. Because some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages, some of the limitations in this section may not apply to you.

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29. INDEMNITY

- 29.1 To the maximum extent permitted by law, you agree to indemnify MX Global or any other affiliates (including their respective directors, members, employees or agents) against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred directly or indirectly arising from your use of or conduct in relation to our website and/or your MX Account, or from your violation of this Terms and Conditions.
- 29.2 The User shall cooperate with and assist MX Global in connection with any investigation, examination or enquiry by any government or regulatory entity. The User shall promptly provide MX Global with any documents, certification, record or other records it may request in connection with such investigation, examination or enquiry.

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30. DISPUTES

30.1

We reserve the right, with or without prior notice to you, to take any one or more of the following actions in the event that you are in breach (or we have reasonable cause to believe that you are in breach) of your use of MX Global or any provision under this Terms and Conditions, or we have reasonable grounds or suspicion that you are using MX Global or any of its features or promotions in a manner contrary to its intended purpose or is deceased, declared bankrupt, insolvent or enter into liquidation or found to be in default of your debt obligation with any licensed bank by a court of Malaysia or elsewhere:-

- We may decline to perform or allow a transaction to be performed or completed.
- We may reverse the transactions which have been performed or completed.
- We may suspend and/or terminate your MX Global account, MX Global Wallet and the Digital Asset Services.
- We may levy a fee or claim damages or other losses from you.
- We may report the transaction to relevant authorities or law enforcement agencies.
- We may deal with any such trustee, administrator, executive or representative of the courts as in our sole discretion deem fit.
- We may take such other action as we may deem necessary or commensurate with the nature or extent of the breach, abuse or misuse.

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31. RESOLUTION OF DISPUTE

- 31.1 If you discover any error or discrepancy in your account, you must contact us within seven (7) working days from the date of the disputed transaction, failing which you shall be deemed to have accepted the accuracy of your transaction. In the event that it is revealed in the course of our investigation that the disputed transaction was indeed made in error by us, we will refund the disputed sum in the manner as stated in our Refund Policy.
- 31.2 You hereby agree and consent to the use by MX Global and/or its employees, personnel and advisors of any information related to you, the particulars of the transaction(s) or any designated account relating to the transaction(s) for the purpose of investigating any claim or dispute arising out of or in connection with the disputed transaction(s) and that this consent shall survive the termination of the service and/or this agreement. You further agree that in the event of a dispute or claim of any nature arising in respect of any transaction, the records of the transaction(s) generated by us shall be used as a reference and shall be the sole basis of settling the aforesaid dispute or claim.
- 31.3 In the event of a complaint, please set out the cause of your complaint. We will acknowledge receipt of your complaint if you contact us via our Customer Support webpage. A Customer Service officer will consider your complaint. Within five (5) working days of our receipt of your complaint the Officer will address all points raised in your complaint by sending you feedback.
- 31.4 Unresolved disputes will be referred to our oversight body which consists of our Head of Department, Chief Executive Officer and such other person or persons deemed appropriate by the platform to be part of the oversight body.
- 31.5 If you remain unsatisfied with our response to the complaint, you may refer the complaint to SC by contacting the Investor Affairs & Complaints Department, details of which are as follows:

Investor Affairs & Complaints Department
Securities Commission Malaysia
No 3 Persiaran Bukit Kiara
Bukit Kiara
50490 Kuala Lumpur
Tel: 603 6204 8999
Fax: 603 6204 8991
Email: aduan@seccom.com.my

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32. REFUND POLICY

- 32.1 If you require a refund for any transaction carried out pursuant to the services, you may contact us by email us at support@mx.exchange Subject to our determining to our satisfaction that your money was wrongly deducted from your account for payment by us due to:
- technical error of MX Global where your attempted transaction does not go through
 - wrong amount of FIAT transferred to your account.
- 32.2 In the event you terminate the Digital Asset Services and you are entitled to a refund, the sum shall be credited to your account registered by you. You shall provide to us all necessary information and documents for the purpose of refund upon request.
- 32.3 The refund shall be done within a month from the date the claim is made by you.
- 32.4 We reserve our right not to refund any disputed amount to you if we believe you acted in contrary to this Term and Conditions.

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33. INTELLECTUAL PROPERTY RIGHTS

- 33.1 The website and the Digital Asset Services are proprietary to MX Global.
- 33.2 Except as set out in this Agreement, each User agrees not to modify, copy, reproduce, retransmit, distribute, sell, publish, broadcast, create derivative works from or store MX Global (or any portion thereof, including MX Global source code or data or other information provided via MX Global) without MX Global's express prior written consent.
- 33.3 MX Global hereby grants each User a non-assignable and non-exclusive personal, revocable, royalty-free licence to use MX Global and the Digital Asset Services only in Malaysia and to access data and other informational content through MX Global in accordance with this Agreement.
- 33.4 MX Global and its trademarks and logos (whether registered or unregistered) (the "Marks") are proprietary Marks licensed to MX Global and protected by applicable trademark laws. Nothing contained in this Agreement should be construed as granting any licence to or right to use any of the Marks displayed here to a User without MX Global's express written consent.

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34. LINKS TO THIRD PARTY MATERIALS AND WEBSITES

- 34.1 In accessing MX Global or receiving the Digital Asset Services, the User may view content (including links to third party websites) (collectively “Additional Content”) provided by parties other than MX Global (“Third Parties”).
- 34.2 MX Global does not control or endorse any Additional Content and is not liable for any loss or damage suffered or incurred by a User in relation to any act or omission of such User arising out of or in connection with any Additional Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable.
- 34.3 Each User’s dealings or correspondence with a Third party are solely between that User and the relevant Third Party. MX Global is not responsible and excludes all liability for any loss or damage suffered or incurred by a User arising out of or in connection with such dealings.
- 34.4 Each User acknowledges and agrees that its use of any Additional Content is at its own risk.

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Recommended by:	Head of Compliance	Approved by:	Director	Valid from:	25 February 2019

35. MISCELLANEOUS

35.1 **Entire agreement.**

This Terms and Conditions constitute the entire agreement and understanding between you and MX Global with respect to their subject matter and supersede any and all prior discussions, agreements and understandings of any kind between you and MX Global (including but not limited to any prior versions of this Terms and Conditions).

35.2 **Severability.**

If any provision of this Terms and Conditions, as amended from time to time, is determined to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of this Terms and Conditions but the legality, validity and enforceability of the other provisions in this Terms and Conditions shall not be affected and everything else in this Terms and Conditions will continue in full force and effect.

In the event any provision or part thereof of this Terms and Conditions is determined to be illegal, invalid or unenforceable, that provision or part thereof shall be replaced by the parties with a legal, valid and enforceable provision or part thereof that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision, given the content and purpose of this Terms and Conditions.

35.3 **Assignment.**

You may not assign or transfer any of your rights or obligations under this Terms and Conditions without MX Global's prior written approval. You give MX Global your approval to assign or transfer this Terms and Conditions in whole or in part, including but not limited to: (i) a subsidiary or affiliate; (ii) an acquirer of MX Global's equity, business or assets; or (iii) a successor by merger.

35.4 **Change of control**

In the event that MX Global is acquired by or merged with a third party, we reserve the right to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

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35.6 **Force Majeure**

MX Global shall not be liable for any delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control.

35.7 **Survival**

All provisions of this Terms and Conditions that by their nature extend beyond the expiry or termination of this Terms and Conditions, including but not limited to, sections relating to the suspension or termination of your MX Account, use of our website, disputes with MX Global and general provisions, shall survive the termination of this Terms and Conditions.

35.8 **Headings**

Section headings in this Terms and Conditions are for convenience only, and shall not govern the meaning or interpretation of any provision of this Terms and Conditions.

35.9 **English language controls**

Notwithstanding any other provision of this Terms and Conditions, any translation is provided solely for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretation in the English language. Any translation provided may not accurately represent the information in the original English.