

## FOCREX Term and Conditions

Thank you for choosing focrex.com (the "Site").

The following terms and conditions of service (these "Terms of Service") apply to customers of the Site. By using any of the services, functions, or features offered from time to time on the Site (collectively or individually, the "Services"), the customer (referred to herein as "you" or "your") agrees to these Terms of Service.

1. These Terms of Service constitute the agreement and understanding with respect to the use of any or all of the Services, and any manner of accessing them, between: you and one of the following parties.  
Also our service will not be offered to US customers.
2. Any and all terms, conditions, licences, limitations, and obligations contained within and on the Site are incorporated into these Terms of Service by reference, including, without limiting the generality of the foregoing, the following Site policies and pages: the Privacy Policy; the Risk Disclosure Statement; the Anti-Spam Policy; the Law Enforcement Requests Policy; and, the Fees Schedule. In particular, please note that all transactions of Digital Tokens on or off the Site may be subject to fees levied by FOCREX as set out and updated in the Fees Schedule from time to time. In the event of any inconsistency between these Terms of Service and any other pages or policies on the Site, these Terms of Service shall prevail.
3. By creating an account on the Site or by using any of the Services, you acknowledge that you have read, understand, and completely agree to these Terms of Service in effect from time to time. If you disagree with these Terms of Service or with any subsequent amendments, changes, or updates, you may not use any of the Services; your only recourse in the case of disagreement is to stop using all of the Services.
4. These Terms of Service may be amended, changed, or updated by FOCREX at any time and without prior notice to you. You should check

back often to confirm that your copy and understanding of these Terms of Service is current and correct. Your non-termination or continued use of any Services after the effective date of any amendments, changes, or updates constitutes your acceptance of these Terms of Service, as modified by such amendments, changes, or updates.

5. The use of the Site and any Services is void where prohibited by applicable law.
  
6. About Risk. You are solely responsible and liable: for any and all trading and non-trading activity on the Site and for your account on the Site; and, for knowing the true status of any position or contract with any other party on the Site, even if presented incorrectly by the Site at any time. You acknowledge and agree: to be fully responsible and liable for your trading and non-trading actions and inactions on the Site and all gains and losses sustained from your use of the Site and any of the Services; to be responsible for any negative balance in your account(s) on the Site; to be fully responsible and liable for all of your obligations with respect to any financing activities on the Site; and, to be fully responsible for safeguarding access to, and any information provided through, the Site and any of the Services, including, but not limited to, private keys, usernames, passwords, and bank account details.
  
7. There is no guarantee against losses on the Site. You may lose more than is in your various wallets on the Site if you engage in financing on the Site or if there is a force majeure event. When financing is used for trading, the loan carries risk if, among other things, the value of your Digital Tokens drops. If the value of your Digital Tokens drops below a certain level, you are responsible for responding to this market circumstance with cash or additional Digital Tokens satisfactory to FOCREX. Failure to respond can result in the forced-liquidation of Digital Tokens in your account. FOCREX cannot guarantee to stop losses even with the ability to force-liquidate any of your positions (due to, for example, market volatility and liquidity). FOCREX will not be and is not responsible for any Financing Provider losing funds or Digital Tokens to any Financing Recipient on the Site or for any losses incurred by a

Financing Recipient or any other party on the Site.

8. We are responsible for offering a platform for cryptocurrency trading, but not responsible for ensuring user's order success.

We shall not be liable for any damages or other responsibility, in any case of failure of the order, invalidity or cancellation after the establishment of the order.

There is a possibility that we may conduct an investigation and adjust our support in any case that an order supposed to be made did not be established, or an order supposed to be canceled was established.

We may adjust the price or the order if we deem that an investigation on the situation is necessary, when an order established with a different price from the original one due to execution of an order or the delay of Loss Cut happens.

We may cancel all the orders or revise the order price to actual price if there is an abnormal price due to system errors by our judgment, and any trading was made with the price.

Besides, we may cancel established orders, or revise the order price and etc. if any errors occurred.

We shall not be responsible for any damages (if any) on users after abovementioned countermeasure has been done.

9. Withdrawals: Irrespective of the nature and form of any withdrawal request, whether initiated by you or otherwise, FOCREX reserves the right to process and send withdrawals using money or any one or more Digital Tokens. In the course of processing and sending any withdrawals in money or one or more Digital Tokens, FOCREX may be required to share your customer information with other contractual third parties. You hereby irrevocably grant full permission and authority for FOCREX to share this information with such contractual third parties and release FOCREX from any liability, error, mistake, or negligence related thereto.

10. We shall process the refund from our users' accounts and transactions of cryptocurrencies by our specified method following our users' request.

Users, in their own responsibility, shall designate their bank account for money transfer, only in the user's name, or address for cryptocurrency

transfer, and the Company shall transfer the fund or the cryptocurrency to the specific bank account or the address following the user's request, without any responsibility on the fund or cryptocurrency itself, or on the accuracy and validity of the bank account or address submitted by the users.

11. Abandoned Assets: Where you have not logged into your account on the Site for an uninterrupted period of two years, FOCREX thereafter reserves the right to deem any and all property that you hold on the Site, including Digital Tokens, to be abandoned, with or without notice to you.

12. Prohibited Uses:

Any use as described in this paragraph shall constitute a "Prohibited Use." If FOCREX determines that you have engaged in any Prohibited Use, FOCREX may address such Prohibited Use through an appropriate sanction, in its sole and absolute discretion. Such sanction may include, but is not limited to, making a report to law enforcement or other authorities; confiscation of any funds or Digital Tokens that you have on the Site; and, terminating your access to any Services. FOCREX may, at its sole and absolute discretion, seize and hand over your property to law enforcement or other authorities where circumstances warrant.

12.1. use the Site or any Services in order to disguise the proceeds of, or to further, any breach of applicable laws or regulations, or to deal in any contraband Digital Tokens, funds, or proceeds;

12.2. trade or obtain financing on the Site, or use any Services, with anything other than funds, keys, or Digital Tokens that have been legally obtained by you and that belong to you;

12.3. use the Site or any Services to interfere with or subvert the rights or obligations of FOCREX or the rights or obligations of any other Site customer or any other third party;

12.4. trade using inaccurate information presented by the Site or by FOCREX. or take advantage of any technical glitch, malfunction, failure, delay, default, or security breach;

12.5. use the Site or any Services to engage in conduct that is

detrimental to FOCREX or to any other Site customer or any other third party;

- 12.6. falsify any account registration details provided to FOCREX;
- 12.7. falsify or materially omit any information or provide misleading information requested by FOCREX, including at registration;
- 12.8. reverse-engineer, decompile, or disassemble any software running on the Site;
- 12.9. attempt to harm FOCREX or any third party through your access to the Site or any Services, except that nothing in this subparagraph shall be construed as limiting your free speech rights under applicable law;
- 12.10. where you are a resident or national of a Prohibited Jurisdiction or a resident of the United States of America, access the Site or any Services using any virtual private network, proxy service, or any other third-party service, network, or product with the effect of disguising your IP address or location;
- 12.11. violate these Terms of Service.
- 12.12. Any act of arbitrage transaction within the service or any act of gaining or trying to obtain benefit by using a price difference between different currency pairs within the service and an act similar thereto;
- 12.13. Any act of opening to attend to open a user account in the name of another person;
- 12.14. Other acts that we deem inappropriate;

13. **Anti-Money Laundering and Counter-Terrorist Financing:** FOCREX is committed to providing you with safe, compliant, and reputable Services. Accordingly, FOCREX insists on a comprehensive and thorough customer due diligence process and implementation and ongoing analysis and reporting. This includes monitoring of and for suspicious transactions and mandatory reporting to international regulators. FOCREX needs to keep certain information and documentation on file pursuant to applicable law and its contractual relationships, and FOCREX hereby expressly reserves the right to keep such information and documentation. This will apply even when you terminate your relationship with FOCREX or abandon

your application to have an account with FOCREX.

14. Intellectual Property: FOCREX and the FOCREX logos, trade names, word marks, and design marks (the "FOCREX Marks") are trademarks of Prime Point LLC. You agree not to appropriate, copy, display, or use the FOCREX Marks or other content without express, prior, written permission to do.
15. No Representations & Warranties by FOCREX: FOCREX makes no representations, warranties, or guarantees to you of any kind. The Site and the Services are offered strictly on an as-is, where-is basis and, without limiting the generality of the foregoing, are offered without any representation as to merchantability or fitness for any particular purpose.
16. Limitation of Liability & Release: Important: Except as may be provided for in these Terms of Service, FOCREX assumes no liability or responsibility for and shall have no liability or responsibility for any claim, application, loss, injury, delay, accident, cost, business interruption costs, or any other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or any and all other commercial losses (collectively, referred to herein as "Losses") directly or indirectly arising out of or related to:
  - 16.1. these Terms of Service;
  - 16.2. the Site, and your use of it;
  - 16.3. the Services, and your use of any of them;
  - 16.4. the real or perceived value of any currencies or Digital Tokens traded on the Site, or the price of any Digital Token displayed on the Site at any time;
  - 16.5. any inaccurate, misleading, or incomplete statement by FOCREX or on the Site regarding your account, whether caused by FOCREX negligence or otherwise;
  - 16.6. any failure, delay, malfunction, interruption, or decision (including any decision by FOCREX to vary or interfere with your rights) by

FOCREX in operating the Site or providing any Service;

- 16.7. any stolen, lost, or unauthorized use of your account information any breach of security or data breach related to your account information, or any criminal or other third-party act affecting FOCREX or any Associate; or,
  - 16.8. any offer, representation, suggestion, statement, or claim made about FOCREX, the Site, or any Service by any Associate.
17. You hereby agree to release the Associates from liability for any and all Losses, and you shall indemnify and save and hold the Associates harmless from and against all Losses. The foregoing limitations of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, unjust enrichment, strict liability, or any other basis, even if the Associates have been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of any other remedies.
18. No Waiver: Any failure by FOCREX to exercise any of its respective rights, powers, or remedies under these Terms of Service, or any delay by FOCREX in doing so, does not constitute a waiver of any such right, power, or remedy. The single or partial exercise of any right, power, or remedy by FOCREX does not prevent either from exercising any other rights, powers, or remedies.
19. Force Majeure: FOCREX is not responsible for damages caused by delay or failure to perform undertakings under these Terms of Service when the delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or the state's enemies; lawful acts of public authorities; any and all market movements, shifts, or volatility; computer, server, or Internet malfunctions; security breaches or cyberattacks; criminal acts; delays or defaults caused by common carriers; acts or omissions of third parties; or, any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against. In the event of force majeure, FOCREX is excused from any and all performance obligations and these Terms of Service shall be fully and conclusively at an end.

20. Assignment: These Terms of Service, and any of the rights, duties, and obligations contained herein, are not assignable by you without prior written consent of FOCREX. These Terms of Service, and any of the rights, duties, and obligations contained herein, are freely assignable by FOCREX without notice or your consent. Any attempt by you to assign these Terms of Service without written consent is void.

21. Severability: If any provision of these Terms of Service, as amended from time to time, is determined to be invalid, void, or unenforceable, in whole or in part, by any court of competent jurisdiction, such invalidity, voidness, or unenforceability attaches only to such provision and everything else in these Terms of Service continues in full force and effect.