

Terms of Service

These Terms of Service govern all aspects of your use of our Services (defined below), including any transactions you complete or attempt and any manner of accessing our Services through the Site (as defined below) and constitute the legal agreement between user ("User" , "you" or "your") and VirgoCX Inc. ("we" , "us" or "our"), the legal entity that owns and operates the online digital asset and cryptocurrency trading platform accessible at www.virgoCX.ca (the "Site").

By using our Services or otherwise accessing the Site, you acknowledge you have read, understand, and agree to be legally bound by all of the terms and conditions in these Terms of Service and you understand and acknowledge that such terms affect your legal rights. If you do not agree with all of the Terms of Service, do not use our Services or access our Site and do not register for a user account with us (the "Account"). If you agree to these Terms of Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service and, in such event, the terms "User" , "you" or "your" when used in these Terms of Service will refer to and apply to that company or other legal entity. You agree to have these Terms of Service and any related information made available to you, and to otherwise have communications between you and us, occur electronically.

These Terms of Service were last updated on the date noted above. From time to time, and at our sole and absolute discretion, we may require you to agree to an amended version of these Terms of Service by providing notice to you at least thirty (30) days in advance of the effective date of such amendment. We also reserve the right to discontinue or terminate the Site or the Services at any time. If we amend or otherwise modify these Terms of Service, we will post the changes on the Site or provide you with notice of the change. We will also update the "Last Updated Date" at the top of these Terms of Service. If you do not agree with the amended version, you can choose to discontinue using the Services, and close your User account with us before such amended version becomes effective. Your continued access or use of the Site and/or Services after the amended version becomes effective means you agree to be bound by the modified Terms of Service and accept any changes.

1. Trading Service

1.1 VirgoCX Inc. operates a trading platform for the spot purchase and sale of digital assets and cryptocurrency that enables Canadian retail, professional and institutional clients who register as Users of the platform to trade in both fiat and digital currencies with other users of the platform (the "Services"). Digital assets include cryptocurrencies, coins and tokens. Supported cryptocurrencies, coins, tokens and fiat currencies are listed on the Site at the discretion of VirgoCX Inc. and can be removed or closed at any time. If a cryptocurrency, coin, token or fiat currency is removed or closed, your open Trades (as defined below) will be cancelled, and you will be provided instruction to withdraw affected cryptocurrencies, coins, tokens and fiat currency. We assume no liability or cost whatsoever arising from removing or closing a cryptocurrency, coin, token or fiat currency, including any loss in value resulting from the timing of the sale of a asset that is no longer supported.

1.2 The Services are intended for use from locations where such Services are legal. Any use by you of the Services from a location where the Services are illegal is expressly prohibited.

1.3 Purchases and sales of digital assets and other supported currencies are settled by actual delivery of the full amount of the applicable assets by the seller to the purchaser' s Account against payment in full by the purchaser to the seller' s Account. As a User, you can buy and sell supported currencies by providing a valid payment method to us. Please refer to our deposit/withdrawal policies (www.virgoCX.ca/fund) for accepted funding and withdrawal methods. All funding and withdrawal methods are subject to minimum and maximum limits along with applicable fees, if any, as outlined within our deposit/withdrawal policies. By using the Service, you are authorizing us to initiate debit and credits with your selected payment method in settlement of Trades you make. You are responsible for maintaining an adequate balance and sufficient credit limits to place Trades and you are also responsible for any overdraft or insufficient funds fee and any other fees that may be charged by your payment provider. If your payment cannot be processed or if your Account has an insufficient balance, you authorize us to cancel the Trade or to debit any other payment methods we have on file, including balances we hold for you in the Account or other accounts to complete the Trade. VirgoCX Inc. provides a marketplace platform that allows a User' s Trades to be matched with the Trades of other platform users. A Trade may be partially filled or may be filled by a number of Trades, depending on the trading activity at the time the Trade is initiated. VirgoCX' s ability to fulfill your Trade depends on the market for that asset. If there is a lack of corresponding Trades in a particular asset at the time your Trade is placed then it may not be possible for us to fulfill your Trade in a timely basis, or at all.

1.4 For the purposes of these Terms of Service and our Services, it is important to distinguish between "Transactions" and "Trades" :

Transactions – a transaction is a deposit or withdrawal of assets from a User Account. Transactions are not reversible. For example, if you make a mistake or typo and direct a deposit or withdrawal of assets to either an incorrect wallet address or a wallet address not controlled by the intended recipient, these types of transactions are not reversible and would result in the permanent loss of the assets.

Trades - a trade is an exchange of assets between User Accounts that is facilitated by VirgoCX Inc through the platform. Trades are not reversible.

1.5 should verify the information provided as part of your instructions to us because Trades cannot be reversed. You will have one opportunity to confirm all buy and sell Trades before they are finalized. By using the Service, you understand that neither you nor we can cancel, reverse or change any Trades marked as complete or pending and you accept that all Trades you confirm will be deemed final and irreversible. We will not be responsible for losses induced by mistyped or otherwise wrongly placed Trades. An open Trade may be cancelled at any time by you, but we make no guarantee on whether that Trade will be cancelled before execution.

1.6 You understand that VirgoCX Inc. may, at its sole discretion, refuse to process, cancel or decline your Trade and Transactions for any reason, including if we suspect the Trade or Transaction is related to money laundering, terrorist financing or other financial crimes, does not comply with these Terms of Service or applicable law or, in response to a court order. You may only use the assets in your Account to buy and sell interests in supported assets via the platform. You may not buy interests via any assets exchange that we do not partner with. You may not use the Service to:

We process Trades according to the instructions we receive from platform Users. You

(a) transfer any interests in assets in your Account to other account holders; or

(b) use the assets in your Account to transact with merchants. The fees that apply to our Services are transaction-based. We reserve the right to collect fees for deposits or withdrawals from your Account and executed Trades. Executed Trades are subject to the then-current trading fees collected in the settlement amount for a particular Trade. User agrees to pay to VirgoCX Inc. the applicable fees.. All fees, including the current trading fees, are displayed on our Site and are disclosed to you, in each case, prior to completing a Transaction or Trade using our Service. Fee schedule may be revised or updated at VirgoCX Inc.' s sole discretion at any time. Changes to the fee schedule are effective as of the date set forth in any revision and will apply from that date forward. User authorizes VirgoCX Inc. to deduct any applicable fees from User' s Account at the time a given Transaction or Trade is completed. User acknowledges that Trades will not be completed if you do not have sufficient assets in your Account to cover the requested purchase or sale and applicable fees.

1.7 Your use of the Account will also be subject to Transaction limits which may change from time to time in our sole discretion. Please refer to the deposit and withdrawal pages on our Site for the current Transaction limits that apply to your Account.

1.8 Account Withdrawals All Account withdrawals are subject to these Terms of Service, including the requirement for additional identity verification measures. Withdrawals from your Account will only be made when you submit a request to us or when your Account is closed. In order to process a withdrawal, we may require information and documentation from you that we consider necessary to:

(c) verify your identity;

(d) comply with our validation and security procedures;

(e) prevent fraud and other illegal activity

(f) meet our legal obligations; or

(g) ensure compliance with these Terms of Service.

1.9 Account History Transaction history (i.e., deposits/withdrawals) related to your Account and Trade history will be made available to Users for a period of at least three (3) years.

1.10 Chargebacks In the event of a request by a financial institution or credit or charge company to us to return funds to you as a result of you asking the financial institution or credit or charge company to refund a Transaction on your Account ("Chargeback"), we may carry out one or more of the following actions:

(a) suspend your Account pending resolution of a dispute relating to the Chargeback

(b) request information from you regarding the reason for the Chargeback

(c) debit your Account with the amount of the Chargeback and if that debit results in a negative balance, claim from you the amount of such negative balance; or

(d) terminate your Account.

1.11 The Site and the copyright in all text, graphical images, structure, design, layout and underlying source code and content and any other materials on the Site are owned or licensed by VirgoCX Inc., including all trademarks and other intellectual property rights. Subject to Users compliance with these Terms of Service, VirgoCX Inc. grants User a limited, non-exclusive, non-transferable license to access and use the Site solely for approved purposes as permitted by VirgoCX Inc. from time to time. All rights not expressly granted in these Terms of Service are reserved by VirgoCX Inc.

1.12 The Site may contain links to other websites that are not affiliated or associated with us (although our branding, advertisements or links may appear on those websites). If you click on a third-party link from our Site, you will be directed to that website. These links are provided purely for informational and convenience purposes and do not constitute any endorsement of the linked websites or its content. We do not endorse or rate any asset supported or mentioned on our Site, nor do we encourage or solicit you to invest in any particular asset. We strongly advise you to review the privacy policy and terms and conditions of those websites. We have no control over and assume no responsibility for the content, privacy policy or practices of any third-party websites or services.

2. Account Registration and Eligibility to Use the Service

2.1 We offer you the opportunity to register with us online through our Site and, if approved by us, you will be issued a registered user Account that will allow you to access the Site and use the Services offered through our Site, subject to you agreeing to comply with these Terms of Service. In order to register for and be issued an Account, you must first provide us with certain information and satisfy our identity verification requirements, as determined by us in our sole discretion.

2.2 You may not use the Site, Services or accept these Terms of Service unless you are at least the age of majority in the Canadian jurisdiction in which you reside at the time you register for an Account. By registering for an Account, you represent and warrant that you have the legal capacity to form a binding contract with us and understand that we are relying upon such representation that you are legally able to accept and be bound by these Terms of Service. The Services are currently available for eligible residents in all Canadian provinces and territories, except if you reside in the province of Quebec. If you live outside Canada, then you will not be eligible to register for an Account with VirgoCX Inc. but you may be eligible for an account with VirgoCX Global Inc.

2.3 In order to register for an Account and use the Services to initiate fiat and other digital currency Trades, you must provide us with personal information to verify your identity and, if you are acting as an authorized signatory for a legal person, you must provide us with corporate information related to the corporate entity, such as proof of corporate registration as well as, but not limited to, proof of authority of the person(s) authorized to conduct Trades for the entity. In submitting personal information or corporate information to us, you affirm that such information is true, valid, current and complete and you warrant and agree to maintain and promptly update such information as necessary to keep it accurate, current and complete. We may, in our sole discretion, refuse to allow you to register for or maintain an Account and we may also suspend or cancel your Account at any time in accordance with these Terms of Service.

2.4 At all times, User may be subject to enhanced user verification procedures. If there is any doubt that any information provided by User during the registration process or thereafter is inaccurate, untruthful, outdated or incomplete, VirgoCX Inc. shall have the right to send User a notice to make enquiry and demand corrections, remove relevant information directly and, at VirgoCX Inc.' s sole discretion, we may also suspend or terminate User' s Account and all or part of VirgoCX Inc. Services to the User.

2.5 The Account is personal to you and must not be shared. One User can have only one Account. The Account, its password or other credentials are not transferrable to another person. You acknowledge that you are responsible for maintaining the confidentiality of your Account and for safeguarding your password and other credentials and agree to not disclose such information to any third party. All liability relating to password management resides with you and under no circumstances, including negligence or misconduct, will we be liable for any damages that result from the use of your Account. You agree to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions and understand that you will be responsible for any loss resulting from any unauthorized use of your Account, including situations in which the access was unintended or where you inadvertently or otherwise disclose your username or password, or where you use software that automatically enters or saves your username or password. Any Trading or other Transaction instructions received or undertaken through User login credentials or from User authorized e-mail address will be deemed to be valid, binding, and conclusive. You must immediately notify us of any unauthorized use of your Account.

2.6 You represent and warrant that

(a) all fiat and/or digital assets deposited to your Account to be used for Trading on the platform have been derived from legitimate/legal sources.

(b) you are the legal and beneficial owner of the fiat and/or digital assets that you deposit into your Account.

(c) If you are an individual, you are not acting on behalf of someone else or on someone else' s instruction.

(d) If you are using the Site on behalf of or for the benefit of an organization or a corporate entity, then you warrant that you are authorized to transact or Trade, as applicable, on behalf of the organization or corporate entity. The organization or corporate entity will be liable for your actions, including breach of this Agreement.

(e) You have an understanding of cryptocurrencies and the technology that underlies them and other digital assets and that you can afford to lose all amounts used to purchase assets through the Service.

(f) You will comply with all terms and conditions of these Terms of Service.

3. User Obligations and Restrictions

By accessing the Site and using the Services you agree to only use the Account for activities that are lawful and to:

- 3.1 maintain the security and confidentiality of the Account login name, login password and Trading password, and restrict access to the Account and the User computer, tablet, or mobile device on which the Account, its password and other credentials are saved;
- 3.2 promptly report any errors in the operation of the Services to VirgoCX Inc. and to not take any actions that would increase the severity of the error;
- 3.3 promptly notify VirgoCX Inc. if you discover or otherwise suspect any security breaches related to the platform or your Account;
- 3.4 take responsibility for all activities that occur in connection with your Account and accept all risks of unauthorized access;
- 3.5 use only legally obtained assets that belong directly to you for Trading on the Site and using the Services and to not use or attempt to use another person's Account or impersonate another User;
- 3.6 refrain from any illegal activity, including but not limited to illegal gambling, money laundering, tax avoidance, fraud, blackmail, extortion, ransom, data or the financing of terrorism, or other violent activities while using the Site or Services;
- 3.7 refrain from reverse-engineering, decompiling, or disassembling any software running on the Site and to not access the Site or Services for any benchmarking or competitive purposes;
- 3.8 not use the Site or Services (a) to send spam, chain letters, junk mail, or any other type of unsolicited mass email; (b) to distribute viruses or other harmful, disruptive or destructive files; (c) in violation of our or any third party's intellectual property or other proprietary or legal rights; or (d) to take advantage of any technical glitch, malfunction, failure, delay, default or security breach;
- 3.9 not engage in activity intended to defraud or interfere with other Users or any other person or in activity that amounts to defamation, abuse, harassment, stalking, threatening or otherwise violating or infringing the legal rights of any other person (including any privacy rights);
- 3.10 comply with all applicable laws in connection with use of the Site and the Services, including those related to intellectual property rights, data privacy, international communications and the transmission of technical or personal data; and
- 3.11 adopt and implement reasonable preventative procedures to ensure that you exercise reasonable care and diligence not to pass any computer virus, worm, bug or other computer infection to us when accessing or using the Site or Services.

4. VirgoCX Inc. Obligations

Once you register for an Account with us and you have sufficient assets in your Account to Trade, you will be able to engage in Trading using the platform on the Site. In providing the Services to you, we agree to:

- 4.1 keep the assets in your Account and the exchange process safe to highest attainable technical standards that are available in the marketplace, given the latest advances of the modern technology;
- 4.2 secure your data and any personal information provided to VirgoCX Inc., including during the registration process or in connection with the Services, according to the VirgoCX Inc. Privacy Policy [www.virgoCX.ca/privacy] which is incorporated by reference into these Terms of Service;
- 4.3 guarantee the confidentiality of the User data and User Trading activities, except if required to be disclosed by applicable law or upon a legal request of law enforcement authorities;
- 4.4 provide customer support in English or Chinese languages within a reasonable waiting time period; and
- 4.5 comply with applicable laws, including anti-money laundering and counter-terrorist financing regulations including, but not limited to, monitoring of and for suspicious transactions and mandatory reporting to the relevant authorities. You acknowledge that VirgoCX Inc. is obliged to keep certain information and documentation on file pursuant to applicable law and its contractual relationships. This applies also to Users who terminate their relationship with VirgoCX Inc.

5. Coin and Token sale Rules and Related Risks

- 5.1 VirgoCX Inc. conducts coin and token sale events according to the highest industry standards of User identity verification, token due diligence, anti-money laundering, counter-terrorist financing and recordkeeping.
- 5.2 During the coin or token generation events, the issuers are responsible for complying with their own jurisdiction's crowdfunding law, derivatives laws, securities law, trade reporting rules and other relevant legal regulations.
- 5.3 Coin and token issuer businesses are responsible for contacting the securities regulatory authority in their own jurisdiction to confirm the compliance with securities law. The interpretation of whether a particular coin or token constitutes a security in a relevant jurisdiction is solely within the competence of the applicable securities regulatory authority.
- 5.4 User shall comply with the applicable coin and token sale laws and related regulations of their own jurisdiction. It is strongly advised to seek legal advice before participating in the coin or token sale or engaging in Trading using the Site.
- 5.5 User is obliged to do his/her own examination of the coin or token project, read carefully the project description, such as white paper, offering memorandum or a similar document. In case of any doubts User shall refrain from participating in the project.
- 5.6 Before conducting a coin or token sale or listing a coin or token for Trading, VirgoCX Inc. performs a thorough due diligence of the coin or token project, but it does not guarantee the value of the coin or token at any given time. User accepts all the risks related with the possibility of a sudden coin or token value decrease or increase that can be caused by a variety of reasons beyond VirgoCX Inc.'s control.
- 5.7 VirgoCX Inc. does not provide, offer or exchange securities, investment contracts or any other form of financial instrument that constitutes a security within the relevant regulation. If a coin or token is recognized as a security by a regulatory authority, VirgoCX Inc. will immediately abolish the Trading of the applicable coin or token without prior notice.
- 5.8 VirgoCX Inc. makes no representations or warranties regarding the amount of time that may be required to complete transfer of the coins or tokens that User has acquired during the coin or token generation event from a third-party wallet or other source and have such coins or tokens become available in the User Account. If a coin or token issuer does not provide coins or tokens after the coin or token generation event, VirgoCX Inc. shall refund the User funds without bearing the responsibility of providing the coins or tokens or guaranteeing their value.
- 5.9 VirgoCX Inc. does not guarantee the coin or token market liquidity that can influence User ability to buy and sell the coins or tokens at a given time. The fulfillment of the coin or token redemption requests depends solely on the coin or token issuer's discretion and is subject to any white paper, offering memorandum or a similar document.
- 5.10 Participation in a coin or token sale is a high risk. The high volatility and substantial risk of illiquidity in markets means that User may not be able to buy or sell the coin or token. VirgoCX Inc. does not assume the risk of losses due to acquiring the coins or tokens, Trading or due to factors beyond its control regarding the viability of specific blockchain networks. It is User's obligation to understand all the related risks, including those described in these Terms of Service.

6. User Acknowledgement and Acceptance of Risks with Digital Currencies

- 6.1 Trading coins, tokens and other digital assets (including cryptocurrencies) (collectively for the purposes of this Section 6, "Digital Assets") is extremely risky. You should carefully consider whether Trading or holding Digital Assets is suitable for you in light of your financial conditions.
- 6.2 By using the Site and our Services, you understand that there are substantial risks associated with Trading Digital Assets and you are confirming to us that you are willing to take those risks.
- 6.3 Some of the risks of Trading in Digital Assets include, but are not limited to the fact that:
 - (a) Digital Assets are not legal tender and are not back by a government.
 - (b) Digital Assets available for Trading through the Services are not "securities" within the meaning of any securities legislation in Canada and, accordingly, you will not have access to any of the rights, remedies or protections that would otherwise be available to purchasers of securities, including ongoing public disclosure requirements and, therefore, it may be difficult to find accurate and current information, or any information at all, relating thereto. In addition, others Trading those Digital Assets may be doing so in possession of material and other information that has not been publicly disclosed.
 - (c) The Account is not a bank account and fiat currency and/or Digital Assets received or held by us or by you and transacted through us do not earn interest and are not insured in any way by us or by the Canada Deposit Insurance Corporation or any other government or independent insurer or agency.
 - (d) The prices of Digital Assets can and do fluctuate on any given day and you may lose value in Digital Assets at any time.
 - (e) The risk of loss in Digital Assets may be substantial and losses may occur over a short period of time.
 - (f) Digital Assets may become worthless at any time.
 - (g) Digital Assets are susceptible to loss of confidence, which could collapse demand relative to supply.
 - (h) Legislative or regulatory changes or actions at the federal or international level may adversely affect the use, transfer, exchange or value of Digital Assets and such changes may be sudden and without notice.

6.4 User undertakes full responsibility for his or her actions and is responsible for determining the nature, potential value, suitability and appropriateness of these risks for User. In requested and completing any Trades on the exchange platform, User represents and warrants that he or she has a sufficient understanding of Digital Assets and the technology underlying them to understand each purchase or sale undertaken using the Site and Services and further represents that he or she has been, is, and will be solely responsible for making his or her own independent appraisal and investigations into the risks of the Trade and the underlying Digital Assets. VirgoCX Inc. does not provide any investment advice or advice on Trading techniques, models, algorithms, or any other schemes and is not liable for any losses suffered by User in respect of any use of the Services.

6.5 VirgoCX Inc. shall not be held responsible for risk factors beyond its control, such as market liquidity, price volatility, regulatory activity, market manipulation, offline Blockchain networks, Blockchain networks' bugs, hard forks, or a number of other unforeseeable reasons. You understand that VirgoCX Inc. does not make any representations or warranties with respect to the fiat or Digital Assets available for purchase on the Site and that you are solely responsible for researching the fiat and/or Digital Assets that you purchase or sell and ensuring that your purchases and sales are made on an informed basis. Listing of a Digital Asset on the Site and/or ability to Trade a Digital Asset on the platform does not indicate approval or disapproval of the underlying technology regarding any Digital Asset and does not constitute Trading advice on the merits of any particular Digital Asset. Users with limited Trading experience and low risk tolerance shall not engage in active Trading. In any case, User shall never Trade more than he or she can afford to lose.

6.6 Risk of Operational Issues User acknowledges and accepts the risk of operational challenges with using the trading platform available on the Site. The VirgoCX Inc. exchange platform may experience sophisticated cyber attacks, unexpected surges in activity, or other operational or technical difficulties that may cause Service interruptions. For example, our Services may be subject to malicious cyberattacks or contain exploitable flaws in its security systems, which may result in security breaches and the loss or theft of any or all of your Digital Assets or fiat currency. User understands that the Services may experience operational issues that lead to delays on VirgoCX Inc. platform. User agrees to accept the risk of Trade or Transaction failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks. User agrees not to hold VirgoCX Inc. accountable for any related losses.

7. Compliance with Applicable Law and Tax Remittance

User is responsible for complying with applicable law and for determining whether, and to what extent, any laws, including applicable tax laws apply to any Trades and/or Transactions conducted through the Services or that apply to any increases in the value of any fiat or digital assets held by User. User is solely responsible for withholding, collecting, reporting and remitting, as applicable, all applicable taxes to the appropriate tax authorities in Canada or in any other applicable jurisdiction. User agrees that VirgoCX Inc. is not responsible for

8. Trade/Transaction Refusal

User acknowledges that VirgoCX Inc. is a regulated entity and must comply with applicable law, regulation, and executive orders, including those which may require VirgoCX Inc. to, upon request by government agencies or regulatory authorities to: freeze withdrawals, prevent Trading or Transactions or, comply with a request for information regarding User Accounts. Further, VirgoCX Inc. recordkeeping and customer verification procedures are subject to change at any time as required by law or industry practices and User accepts any inconveniences or other consequences resulting therefrom. You acknowledge that we may refuse to process or cancel any Trades or Transaction you request or attempt to make for any reason, including:

- (a) if we perceive there to be reputational risks associated with the Trade, Transaction or with you;
- (b) if legally necessary or expedient;
- (c) in response to a court order;
- (d) for safety and security purposes; or
- (e) to preserve the digital currency ecosystem.

9. Warranties, Indemnity and Limitation of Liability

9.1 VirgoCX Inc. does not own or control, and makes no representations or warranties with respect to, the underlying technology of any assets you may purchase or sell using the Services, including those technologies that govern their use. For example, the underlying technology of cryptocurrencies and other digital assets may suddenly change such that the new version is no longer compatible with existing versions or there is otherwise a permanent divergence of the blockchain (a "Fork"), which may impact the value, functionality, and other characteristics such as, the name of the cryptocurrency or other digital asset and whether the Services are able to support the cryptocurrencies or other digital assets subject to a Fork. We are not responsible for any consequences arising from a Fork including any losses you may suffer, and, in the event of a Fork, we may temporarily suspend the operation of the Services (with or without advance notice to you) and in our sole discretion decide whether or not to support the cryptocurrencies or other digital assets subject to the Fork.

9.2 Other than as specifically set forth herein and to the extent permitted by applicable law (i) the Site, Services and any assets purchased via the Services are provided to User on an "as is" and "as available" basis, without any warranties or representations, covenants and conditions of any kind, whether express, implied, statutory or otherwise including, without limitation, warranties of merchantability, accuracy of information provided, non-infringement, or fitness for a particular purpose, quality or performance, (ii) VirgoCX Inc. makes no warranty that the Site will meet a Users specific objectives, needs or requirements; (iii) VirgoCX Inc. makes no warranty that the Site or Services will be free from errors or bugs; (iv) VirgoCX Inc. makes no warranty that there will be uninterrupted, timely, secure, hack-proof or free operation of the Site or Services; and (v) VirgoCX Inc. makes no warranty regarding any third party data or any other information purchased or obtained through the Site and/or the Services, or the accuracy, timeliness, truthfulness, completeness or reliability of any data, third party data or other information obtained through the Site and/or the Services.

9.3 User acknowledges that (i) any information downloaded from or using a link made available on the Site is done at the User' s own discretion and risk, and that User will be solely responsible for any damage to its computer system or loss of applications or data that results from the download of such information; (ii) the Services may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications, none of which VirgoCX Inc. is responsible for or for any damages resulting therefrom; and (iii) the foregoing exclusions and disclaimers of warranties are an essential part of these Terms of Service and formed the basis for determining the price charged for the Services. No advice or information, whether oral or written obtained from us or elsewhere shall create any warranty not expressly stated in these Terms of Service.

9.4 We will rely on the information you provide. You are solely responsible for any and all loss, damage or additional costs that we may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your registration or other information you provide to us. You acknowledge that you are solely responsible for maintaining the confidentiality of your Account credentials (such as, username, password) and that you will be responsible for any unauthorized use of your Account, however caused. You agree to defend, indemnify and hold VirgoCX Inc. harmless from and against any and all claims, damages, costs and expenses, including legal fees, arising from or related to your use of the Site and Services, your breach of the Terms of Service, your violation or infringement of the rights of others, or your violation of any applicable civil or criminal law. We disclaim any and all responsibility and liability regarding such matters. You further agree that you are solely responsible for actions and communications undertaken or transmitted in the course of your usage of the Services and that you will comply with applicable law in respect of same.

9.5 To the extent permitted by applicable law, the United Nations Convention on Contracts of the International Sale of Goods does not apply to these Terms of Service.

9.6 IN NO EVENT WILL VIRGOCX INC. OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES BE LIABLE TO USER AND ANY THIRD PARTY IN CONNECTION WITH THESE TERMS OF SERVICE OR USER' S ACCESS TO OR USE OF THE SITE OR SERVICES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR RELIANCE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE, OR ANY DAMAGES RESULTING FROM ANY INTERRUPTION OR DISRUPTION IN COMMUNICATIONS OR SERVICES, UNAVAILABILITY OR INOPERABILITY OF SERVICES, TECHNICAL MALFUNCTION, LOST DATA, OR LOST PROFITS, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF OR COULD HAVE REASONABLY PREVENTED SUCH DAMAGES, AND REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

10. Suspension, Termination or Cancellation of an Account

10.1 VirgoCX Inc. reserves the right to suspend, restrict or terminate your access to any or all of the Services or deactivate or close your Account, block or refuse to process Trades or Transactions, freeze funds or assets in your Account, block access to your Account, force the sale of all of your Account holdings, return your cash or assets to you, or take any other steps in our sole and absolute discretion that we deem appropriate, for any reason, including:

- (i) if we believe that you have engaged in any activity that is prohibited under these Terms of Service including, but not limited to, actual or suspected fraudulent, money laundering or terrorist financing activities, or any activity prohibited by law;
- (ii) if we are required to do so by law or if we are ordered to do so by a court or any government authority or agency with jurisdiction over us or the Services;
- (iii) for security reasons;
- (iv) if we perceive a heightened risk of legal or regulatory non-compliance associated with your Account; or
- (v) if you take action that we believe is intended to circumvent our controls or is against the law; You may transfer assets or funds associated with your Account for ninety (90) days after an Account is deactivated or closed by us, unless such transfer is prohibited by law or court order. If we suspend or close your Account or terminate your use of our Services for any reason, we reserve the right to require you to complete certain identity verification procedures before permitting you to transfer assets from your Account.

10.2 If you wish to close your Account, you must provide us with notice of your intention to close the Account in a form determined by us and such additional information as we determine necessary to enable us to deliver your Account holdings, if any, to you including information to ascertain or verify your identity.

11. Force Majeure

11.1 VirgoCX Inc. is not responsible for damages caused by delay or failure to perform undertakings under these Terms of Service when the delay or failure is caused by conditions beyond its reasonable control including, but not limited to, any delay or failure due directly or indirectly to fires; acts of war, terrorism, strikes; floods; power outages or failures; natural disasters, acts of god or catastrophe, acts of government; lawful acts of public authorities; any and all market movements, shifts, or volatility; computer, server, network or internet malfunctions or failures; 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.

11.2 In the event of force majeure, VirgoCX Inc.' s performance will be deemed extended for a period equal to the duration of the conditions beyond its control or, at VirgoCX Inc.' s sole discretion, it shall be excused from any and all performance obligations and these Terms of Service provided that VirgoCX Inc. has taken reasonable measures to notify User that these Terms of Service shall be fully and conclusively at an end.

12. Governing Law

12.1 These Terms of Service shall be governed by and enforced in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein, without regard to its conflicts of laws rules.

12.2 Any claim or action arising from or relating to these Terms of Service shall be governed by and enforced in accordance with such laws.

13. Governing Language

13.1 These Terms of Service, Privacy Policy, announcements and other notices and communications provided to you or posted through the Site are available in English and Chinese languages, where English version prevails. Translations in other languages of any of the foregoing documents may be available but such translations may not be up to date or complete.

13.2 Customer service is available in English and Chinese languages.

14. Miscellaneous

14.1 Assignment. You may not transfer or assign any rights or obligations you have under these Terms of Service without our prior written consent. VirgoCX Inc. reserves the right to assign or transfer these Terms of Service or any rights or obligations under these Terms of Service to any third party at any time. If you object to such transfer or assignment, you may stop using the Site and Services and close your Account by contacting us.

14.2 Severability. If any provision of this Agreement (or any portion thereof) shall be invalid, illegal or unenforceable for any reason, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

14.3 Relationship Between the Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other' s behalf without such party' s prior written consent.

14.4 Waiver. No waiver of any provision shall be effective except pursuant to a written instrument signed by us expressly waiving performance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

14.5 Notice. The parties may give notice to each other via email or certified mail. Notices sent to VirgoCX Inc. should be directed CX Customer Service. Notices sent to User will be sent to User at the email address provided during registration or updated by User from time to time.

14.6 Entire Agreement. These Terms of Service and the Privacy Policy, in each case, as amended from time to time according to its terms, shall constitute the entire agreement between the parties respecting the Site and the Services described herein, and shall supersede all prior agreements, arrangements, representations or promises, whether oral or written as to its subject matter.

14.7 Interpretation. Headings used throughout the Terms of Service are intended to help organize the document and are inserted for the convenience of the parties only and are not to be construed as a complete summary of each section of these Terms of Service or considered when interpreting these Terms of Service.

14.8 Further Assurances. User agrees to take such actions as may be reasonably required by VirgoCX Inc. to perform its obligations under this Agreement, including providing information and delivering documents required by VirgoCX Inc. for compliance with its legal and/or regulatory requirements under applicable law.