Terms of Use

This website is owned and operated by RGAeX. Please read these Terms of Use carefully, as they set out our and your legal rights and obligations in relation to the use of our Website and any of the services available through it. If you do not agree to these Terms, you must not use our Website regardless of whether you are a Subscriber or a website user who is not a Subscriber. If you Subscribe with our Website, we will ask you to expressly agree to these Terms but, in the absence of Subscriber registration, your decision to continue use of this Website represents implicit acceptance of these Terms.

This website offers Subscribers and Plan Members data, information, product guidance and services. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

Definitions

In these Terms:

"Charges" means the plan charges and other service charges payable to RGAeX by the web site User, Subscriber or Plan Member in respect of the Subscription Services;

"Intellectual Property Rights" means all intellectual property rights wherever in the world arising, whether registered or unregistered, and including any application or right of application for such rights (including without limitation copyright and related rights, moral rights, registered and unregistered trademarks, patents, design rights and database rights);

"User" any person who use the website directly or indirectly include Subscriber, Plan Member and Designated Person;

"Subscriber" means a person who has created an account on the Website by himself or by his Designated Person;

"Plan Member" means a Subscriber who has subscribed to a web site Plan by himself or by his Designated Person;

"Designated Person" means a person who the Subscriber and or Plan Member authorized to use the Website Services on his behalf and to act on his behalf on the web site and is an authorized and approved Designated Person by RGAeX to act as a Designated Person on behalf of others;

"RGAeX Content" means research, education, scores and ranking, financial news articles, blogs and any other textual or visual content that we write and publish on the Website, identified by being authored by RGAeX or its affiliates;

"Subscription Service" means any of the paid-for data and Information services ("RGAeX Data") and data analysis and interpretations tools that may be available on the Website, including but not limited to the User, Subscriber and Plan Member data and services;

"Third Party Content" means financial news, articles, advertising and/or other content (including without limitation video, textual, graphic, photographic, audio and audio-visual content) that is published on the Website, but is provided by third parties (for example content sourced from external publishers including news organisations and research houses),

"RGAeX Data" means data that we source from third party data suppliers and any intermediate algorithms and calculations that we undertake in respect of that data;

"Use" means any use whatsoever and includes, without limitation, viewing, storing, reproducing, displaying, publishing, distributing, broadcasting and/or creating derivative works;

"User Content" means content (including without limitation video, textual, graphic, photographic, audio and audiovisual content) uploaded or otherwise provided for publication by a User or Designated Person for Use on or in relation to the Website; and

"Website" means the website at www.rgaex.com or any successor site operated by us from time to time.

References in these Terms to "we" or "us" mean RGAeX; and references in these Terms to "you" mean the person using the Website or holding a Subscriber or Plan member account with the Website

Licence

We or our licensors own the Intellectual Property Rights in the Website and material on the Website. You may view, download for caching purposes only, and print material from the Website, in each case for personal use only, and subject to the restrictions set out below. Non-personal use is a violation of these Terms. Save to the extent that you own (or are properly licensed by a third party to exercise) the relevant rights, you must not: (a) republish or redistribute material from the Website (including republication or redistribution on another website or in any other format); (b) sell, rent or sub-license material from the Website; (c) edit or otherwise modify any material from the Website; (d) make any charge in relation to or carry on by way of business any activities in relation to any material obtained from the Website; or (e) show (whether for commercial purposes or not) any material from the Website in public. You must not use any material from the Website for any improper or unlawful purpose or conduct any scraping, data mining or automated data collection in relation to the Website. You must not use the Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website, or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

Permission to use:

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

Right to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these Terms periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Term & Termination

Without prejudice to our other rights under these Terms, if you (including for the avoidance of doubt Subscriber and Plan Member) breach any of these Terms in any way, or if we reasonably suspect that you have breached any of these Terms in any way, we may:

- (a) delete, move or edit any of your User Content;
- (b) send you one or more formal warnings;
- (c) temporarily suspend your access to the Website and/or the Subscription Service;
- (d) delete your account;
- (e) permanently prohibit you from using the Website and/or the Subscription Service;
- (f) block computers using your IP address from accessing the Website;
- (g) contact your internet services provider and request that they block your access to the Website; and/or
- (h) bring court proceeding against you for breach of contract or otherwise.

Where we suspend or prohibit or block your access to the Website, part of the Website, and/or the Subscription Service, you must not take any action to circumvent such suspension or prohibition or block (including without limitation using a different account).

Key commercial Terms offered to customers

When buying product and/or services, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process. The prices we charge for using our services and/or for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page. The fee for the services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly, quarterly or annual basis to your selected payment method.

Subscribers & Plan Members

In order to become a Subscriber and or a Plan Member, you must create an account using the Website interface or assign the Designated Person to act on your behalf. Subscribers gain access to additional services and restricted areas on the Website, which may include: Subscriber only content and Plan Member only access to the Subscription Service.

Subscribers & Plan members must not allow any other person to use their user ID and password, other then their Designated Person and they must ensure that that user ID and password are kept confidential. Subscriber accept responsibility for all activities that occur under or in relation to their user ID and password. Upon our request, Subscriber will provide to us proof of their identity and/or age.

We may also be required by law or regulation to identify Subscriber and disclose their details to a third party including the relevant legal or regulatory authority if requested by them to do so.

Restricted access

Access to certain areas of the Website is restricted to Users and may be further restricted to Subscriber and Plan Member. We reserve the right to restrict access to other areas of the Website, or indeed the whole Website, at our discretion. You must not use the login details or password of any other person to access restricted areas of the Website.

We may alter or restrict the services and areas that Subscribers and Plan Members have access to, and/or delete any User account, in our sole discretion without notice or explanation.

Retention of right to change offering

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

Right to suspend or cancel user account

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

Cancellation policy

At the end of each subscription period, a subscription will continue to automatically renew at the prevailing fee rate applicable to the plan which has been selected by the Plan Member, unless terminated by us or until the Plan Member or Designated Person notifies us of their decision to cancel their subscription to the Services.

Either party may terminate this agreement to access the Subscription Service, which in the case of the Plan Member may be communicated to RGAeX by the Plan Member. If the Plan Member terminates this agreement to access the Subscription Service, the Plan Member shall ensure that it pays RGAeX all Charges owing up until the date of termination (including any outstanding interest) and will be entitled to use the service until the end of that billing period.

You may change or cancel your subscription at any time. To change or cancel your subscription, please contact RGAeX at 1-650-290-6700 or by email <u>admin@rgaex.com</u>

Refund policy

RGAeX Plan Members and Designated Person gain access to digital information posted on the Site. By choosing to subscribe, Plan Member and Designated Person receive access to that privileged digital asset. Since this type of digital information can not be return and RGAeX have no way to realized if the information was viewed or used in any way, RGAeX Monthly Subscription are non-refundable.

When cancelling a monthly subscription, all future charges associated with your subscription will be cancelled. You may notify us of your intent to cancel at any time, however your cancellation will become effective at the end of your current billing period. You will not receive a refund; your subscription access and/or delivery and accompanying Plan Member benefits will continue for the remainder of the current billing period. The Plan Member shall not be entitled to any refund of charges it has already paid to RGAeX.

Subscription Period

The duration of any Subscription Period shall be as specified on the Website. Unless you provide RGAeX with notice to terminate the Subscription Service prior to the end of the Subscription period, the Charges provisions shall apply and govern your ongoing Use of the Subscription Service.

You accept that by providing your PayPal account or your credit or debit card details or any other billing method you authorise RGAeX to deduct the Charges (or instalments of the Charges) using such payment method (as applicable) on a regular basis and in advance until the you terminate or cancel your subscription to the Subscription Service.

The amount of the Charges may be as displayed on the Website and may change from time to time. However, where we bill you for any custom modules such as the VIP Plan, we will only do so based on your request for these modules and with your consent to the proposed custom pricing.

Charges

In consideration for the provision of the Subscription Service, Plan Members agree to pay the Charges applicable to the Data plan which they have selected as detailed on the Website and updated from time to time.

Without prejudice to its rights to recover the sums outstanding from the Plan Member, should RGAeX not be able to withdraw any part of the Charges from the Plan Member PayPal account or credit or debit card or any other billing method RGAeX reserves the right to:

1) suspend access to the Subscription Service; or

2) terminate this agreement to access the Subscription Service.

Cooling Off Period

Under Consumer Protection Regulations, you might otherwise have the right to cancel the agreement to access the Subscription Service without charge for limited time after the day this Agreement has been concluded. However, when you successfully complete your order for our Subscription Service, you agree that the Product is immediately available to you (i.e. before the end of that cancellation period) and that we have therefore immediately commenced provision of the services for the purposes of the Regulations. As the services are provided at your request, you lose your right to cancel under the Regulations. It is only on the basis of this understanding that we are willing to offer you the Subscription. Any Billing Assistance will be conducted at 1-650-290-6700 or by email admin@rgaex.com

Promotional emails and content

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you or your Designated Person may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

Warranties & responsibility for services and products

THIS SITE IS PROVIDED BY RGAEX ON AN "AS IS" AND "AS AVAILABLE" BASIS. RGAEX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

RGAEX DOES NOT GIVE INVESTMENT ADVICE OR RECOMMEND THE PURCHASE, SALE OR HOLD OF ANY SECURITIES OR INVESTMENT. NONE OF THE INFORMATION PUBLISHED IN THIS WEBSITE OR DOCUMENT CONSTITUTES AN OFFER TO SELL, BUY OR HOLD OR THE SOLICITATION OF AN OFFER TO BUY, SELL OR HOLD ANY SECURITIES OR OTHER INVESTMENT OR AN OFFER TO PROVIDE INVESTMENT SERVICES OF ANY KIND. RGAEX SHALL NOT BE LIABLE FOR ANY ERRORS, INACCURACIES OR DELAYS IN CONTENT AND/OR INFORMATION, OR FOR ANY ACTIONS TAKEN IN RELIANCE THEREON.

PAST PERFORMANCE FOR INVESTMENT COULD INCLUDE NON-TRADED DATA THAT IS FROM AN INDEX, BACK-TEST, OR SIMILAR INVESTMENT PRODUCT, RECEIVED FROM THE ISSUER OF THE INVESTMENT PRODUCT. THIS DATA MAY BE HYPOTHETICAL AND SHOULD NOT BE USED FOR TRADING INFORMATION. RGAEX DOES NOT GUARANTEE THE ACCURACY OF ANY DATA.

Our warranties

You acknowledge that the Website and the material on the Website may be changed from time to time without notice. As we provide RGAeX Content as a free service users, we offer no warranties in respect of the preparation and publication of this content. Where we provide RGAeX Data as part of a paid Subscription Service, we warrant the we will take reasonable care in respect of ensuring the accuracy of that RGAeX Data (by ensuring that the underlying data is sourced from a reputable provider), and that we will use reasonable care and skill in the provision of the Subscription Service. If we are notified of a possible error in relation to the RGAeX Data, we will endeavour to notify supplier of this issue, although we cannot be certain that they will be willing to correct the error identified. Notwithstanding the warranties above, RGAeX is not authorised to give investment advice and nothing on the Website should be interpreted as RGAeX seeking to offer such advice. RGAeX Content, RGAeX Data, User Content and/or relevant Third-Party Content is provided 'as is' and may contain errors or inaccuracies. You should seek confirmation from an authoritative third-party source of any information found on the Website upon which you may wish to rely. Use of RGAeX Content, RGAeX Data, User Content and/or Third-Party Content is solely at the User risk.

Users acknowledges that the use and interpretation of the RGAeX Data, and any data analysis tools provided as part of the Subscription Service requires skill and judgement. Users shall at all times exercise their own skill and judgement in the Use and interpretation of the Subscription Service and shall be solely responsible for the purposes for which it is used and for all opinions, recommendations, forecasts and other comments made or action taken by Users based wholly or partly on the RGAeX Data and/or data analysis tools.

RGAeX Subscription Service includes access to data based on Algorithms. We do not choose or modify the companies on these lists. All the screens are based on set of criteria. However, please note that the Data used may represent RGAeX interpretation of the data and methodologies approach based on the available dataset. You should consider the results of any data as candidates for further research, not as a set of recommendations.

Data and Information provided are intended purely as an educational and research tools to test the performance of different methodologies and approaches. RGAeX performance tracking may ignores the impact of factors that may affect actual performance.

Subject to the warranty given above in respect of the paid-for Subscription Service:

(a) we do not warrant the completeness, veracity, bona fides or accuracy of the material on the Website; nor do we commit to ensuring that the Website remains available or that the material on the Website is kept up to date;(b) we do not grant to you any warranties or make any representations relating to the Website or your Use of the Website, and to the fullest extent permitted by applicable law we exclude all warranties and representations. You acknowledge that the material on the Website submitted by third parties is the sole responsible of the third party who has submitted that material. If you become aware of any inaccuracy or error on the website, please let us know.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall RGAeX, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service. To the maximum extent permitted by applicable law, RGAeX assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

Financial disclaimer

Our Website provide data and Information and may include aggregated content. RGAeX is not a broker/dealer, we are not an investment advisor, we have no access to non-public information about publicly traded companies, and this is not a place for the giving or receiving of financial advice, advice concerning investment decisions or tax or legal advice. We are not regulated by the Financial Services Authority.

RGAeX provide without limitation Data, Information, Interpretations, Research, rating and scores as well as generic information related to stocks, investments, strategies and methodologies. No content on the site constitutes - or should be understood as constituting - a recommendation to enter in any securities transactions or to engage in any of the investment strategies and/or methodologies presented in our site content. We do not provide personalised recommendations or views as to whether a stock or investment approach is suited to the financial needs of a specific individual.

Much of the content on this site is generated by algorithm and, as such, may contained errors or unintended consequences due to inputs and outputs of the Algorithm. Excluding the RGAeX Content and RGAeX Data, information on our Website may be provided by other third parties. We may act as a conduit for this information published on our Website, and we may not select, monitor, edit, modify review, evaluate or otherwise oversee the information or the publication of the information on our Website.

Where we present rating screens, the results should only be treated as candidates for further research, not as a set of recommendations. Rating may help to narrow a search based on pre-defined criteria but may not be substitute for independent research reflecting your individual criteria for investing/trading.

RGAeX Content and RGAeX Data is intended to be used and must be used for informational purposes only. It is very important to do your own analysis before making any investment based on your own personal circumstances. You should take professional financial advice in connection with, or independently research and verify, any information that you find on our Website and wish to rely upon, whether for the purpose of making an investment decision or otherwise. Any arrangements between you and any third party contacted via the Website are at your sole risk.

Accordingly, we will not be liable, whether in contract, tort (including negligence) or otherwise, in respect of any damage, expense or other loss you may suffer arising out of such information or any reliance you may place upon such information.

Nothing on this Website or any part thereof is intended to constitute an offer or solicitation to buy, hold or sell investments in any jurisdiction.

We do not therefore warrant that our Website complies with the applicable laws or regulations of any particular jurisdiction. Accordingly, if it is prohibited to make information provided on this Website or any part thereof available in your jurisdiction or to you (by reason of nationality, residence or otherwise) the Website or any part thereof is not directed at you.

You accept that you must satisfy yourself that you are lawfully able to access our Website and, in particular, able to lawfully receive any document which contains links or allows you access to other websites in the country from where you are accessing the User Content, Third Party Content and/or RGAeX Content.

We do not accept any liability for any costs, losses or damages resulting from, or related to, the availability or content of the Website to persons in any jurisdictions or to persons who are nominees of or trustees for citizens, resident or nationals of other countries.

We would like to draw your attention to the following important investment warnings: i) the value of shares and investments and the income derived from them can go down as well as up; ii) investors may not get back the amount they invested; and iii) past performance is not necessarily a guide to future performance.

Financial Interest

In certain cases, RGAeX enter into business dealings with issuers and or third parties mentioned on RGAeX research material, reports and sites. RGAeX provide consulting and business development services and provide valuations report based on RGAeX AI algorithm and other methods. In addition, RGAeX and its principals may hold interests and or own securities of those parties mentioned. As a result, RGAeX and its principals would have a direct financial interest in the parties mentioned.

General disclaimer

Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct or indirect loss or damage arising under these Terms, your Use of the Subscription Service or in connection with the Website, whether arising in tort, contract, or otherwise.

Without limiting the generality of the exclusion of liability above, we will not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings arising under these Terms, your Use of the Subscription Service or in connection with the Website, whether direct or indirect, and whether arising in tort, contract, or otherwise; nor will we be liable for any loss or damage arising out of any event that is beyond our reasonable control.

Forward-Looking

Certain information included in this website is based on forward-looking statements and information collected. These forward-looking statements and Information are based on certain assumptions and reflect market expectations. As a result, forward-looking statements and information are subject to a number of risks and uncertainties that could cause actual results or events to differ materially from current expectations. Some of the factors that could cause actual results to differ materially from current expectations are usually discussed in the "Risk Factors" section of companies Annual Report-Regulatory as well as in other materials. There is no assurance that any forward-looking statements and Information, which reflect expectations only. Except as may be required by applicable law, we disclaim any intention or obligation to update or revise any forward-looking statements.

Third Party Content

Subject to the RGAeX Data warranties in 'Our warranties' Section below; we do not undertake to monitor Third Party Content that appears on the Website. Nor do we warrant that Third-Party Content providers have adhered to these Terms, although we use reasonable endeavours to remove Third-Party Content which breaches these Terms after it has been brought to our attention. If you become aware of any Third-Party Content on the Website which breaches these Terms, you should notify us of that content immediately.

Third party websites

The Website includes links to other websites. These links are not recommendations and are provided for your information only. We have no control over the contents of those websites and accept no responsibility for them or for any loss or damage that may arise from your use of them. API Data provided by Financial Modeling Prep.

Indemnification

You agree to indemnify and hold RGAeX harmless from any demands, loss, liability, claims or expenses (including

attorneys' fees), made against RGAeX by any third party or suffered by us due to, or arising out of, or in connection with your use of the website or any of the services offered on the website or arising out of any breach by you of any of these Terms, or arising out of any claim that you have breached any of these Terms.

Preference of law and dispute resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the State of Israel, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in the Northern Province of the State of Israel. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Ownership of intellectual property, copyrights and logos

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of RGAeX. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

Trademarks

RGAeX and our logo are trademarks belonging to us. We give no permission for the use of these trademarks, and such use may constitute an infringement of our rights. The other registered and unregistered trademarks or service marks on the Website are the property of their respective owners. Unless stated otherwise, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

General

If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms will remain in full force and effect, and any such invalid or unenforceable provisions will be deemed omitted. No waiver of any provision of these Terms by us, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these Terms are for the benefit of us and our users and are not intended to benefit, or be enforceable by, any other person. Any termination, rescission, amendment, variation, waiver or settlement under these Terms will not be subject to the consent of any third party.

User Content posted on the Website may be retained by us either on-line or archived for a period of ten years. You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these Terms. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer these Terms, or any of our rights or obligations arising under these Terms, at any time. We may vary these Terms from time-to-time by posting a new version of the Terms on the Website. If you are a Subscriber or Plan Member, we may also give you notice of the variation. Your continued use of the Website after a variation will constitute your acceptance of the variation.

These Terms constitutes the entire agreement between you and us in relation to your use of the Website and supersede all previous agreements in respect of your use of the Website. These Terms will be governed by and construed in accordance with the State of Israel law, and the State of Israel courts will have (subject to the following) exclusive jurisdiction to adjudicate any disputes arising out of or relating to these Terms. Both you and we irrevocably agree for the benefit of the other to settle any dispute which may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes we both irrevocably submit all disputes to the jurisdiction of the State of Israel courts. For the exclusive benefit of RGAeX, RGAeX retains the right to bring proceedings as to the substance of the matter in the courts of the country of your residence or, where these Terms are, subject to the financial disclaimer above, entered into in the course of your trade or profession, the country of your principal place of business.

Customer support details & contact info

The Website is owned and operated by RGAeX a Business development consultancy service. For any inquiries, customer support, assistance with services and to correspond with RGAeX in matters related to the Terms and/or the website and its operators please contact us at support@rgaex.com or call us at: 1-650-290-6700

You should print a copy of these Terms for future reference. We will not file a copy of these Terms specifically in relation to you, and they may not be accessible on the Website in future. These Terms are available in the English language only.