



# INVESTMENT COINS, VAULTING AND TRANSFER SERVICES AGREEMENT

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This Agreement is a contract between you and Golden Suisse and governs your use of our platform, vaulting and transfer services. Using the platform, vaulting and transfer services provided by Golden Suisse means that you accept the terms and conditions contained in this Agreement and any other documents, terms and conditions, or policies, including the Privacy Policy.

## OUR RELATIONSHIP WITH YOU

a. Relationship: Our relationship with you is set out within and governed by this Agreement.

This Agreement applies to your use of the Golden Suisse Platform and any of the services provided to you by Golden Suisse, together with the Golden Suisse Platform (the “Golden Suisse Services”).

b. Golden Suisse: Golden Suisse is an investment coins dealer, storage and transfer service provider that assists you with making Gold transfers to and receiving Gold transfers from third parties. Golden Suisse is an independent contractor for these purposes, except that Golden Suisse acts as your agent and bailee with respect to the custody of your Gold Coins. All Gold Coins are your property: fully reserved, segregated, and redeemable pursuant to the law of bailment. Golden Suisse is not a bank. Your Gold Coins are not a deposit with us, and our vault is not a bank account. You agree that you will not receive interest or other earnings on the Gold from Golden Suisse. The use of the Golden Suisse Website and Golden Suisse Services does not constitute a trading of, or an exchange in, securities, investment contracts, or any document, instrument, or writing commonly known as a “security”, at law or otherwise.

c. Bailment: You authorise us to arrange for the storage, transportation, and insurance of your Gold. We will hold your Gold as bailee on your behalf, pursuant to a storage agreements between GCB Suisse AG and Loomis International, or any other Gold vault operator selected by Golden Suisse in its sole discretion (a “Vault Operator”). The Gold held in your Golden Suisse Vault does not constitute evidence of indebtedness or liability by Golden Suisse to you, except to comply with instructions from you in relation to this Agreement.

d. Privacy: Your privacy rights are important to Golden Suisse. Please review our Privacy Policy for more information.

e. Assignment: Golden Suisse may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent. You shall not, without the prior written consent of Golden Suisse, assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under this Agreement.

f. Notices: Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be sent to the other party, such notice shall be deemed to have been duly received on the same day as it is sent. Golden Suisse may provide information about your Golden Suisse Vault and the Golden Suisse Services by emailing it to the email address listed in your Golden Suisse Profile, notifying you through the Golden Suisse App, or posting it to the street address in your Golden Suisse Profile. The service of any proceedings or other documents in any legal action by you must be posted to the attention of the Group General Counsel, GCB Suisse AG, at Offinea Business Center, Rathausstrasse 14, 6340 Baar, Zug, Switzerland.

g. Tax: You are responsible for paying all local taxes and tariffs that are or may be applicable to purchases, conversion, sale or custody of Gold, and any associated charges. The Golden Suisse Platform will provide you with a tax tool for calculating your yearly gains or losses from the purchases, sales. This tax tool is provided as a service only and is not intended to be, nor should it be relied upon by you as legal or tax advice. You should consult your own tax advisor for advice with respect to income tax consequences to you based on your particular circumstances.

h. Compliance with law: You agree to comply with all relevant laws of any territory of which you are a citizen, national, or subject, and of any territory in which you are resident from time to time, and of any other territory from which you access the Golden Suisse Website, the laws of the countries in which the Vaults are located (where applicable), and including, without limitation, the laws of Zug, Switzerland.

i. Term: This Agreement remains in effect until you terminate your agreement in accordance with clause 4. Either you or Golden Suisse may terminate this Agreement with immediate effect for any reason whatsoever, including breach of this Agreement by you.

# 1. USING THE GOLDEN SUISSE SERVICES AND PLATFORM

- a. Eligibility: To be eligible to use the Golden Suisse Services, you must be at least 18 years old or the applicable age of majority and contractual capacity if you reside in a jurisdiction where the age of majority or contractual capacity is above 18 years of age.
- b. Identification: Once you have uploaded your valid government-issued photo ID and a Proof of Address, and it has been approved by Golden Suisse, you will have access to a your personal Dashboard, a dedicated Customer Support team, and the ability to apply for a Prepaid Card for pay-outs.
- c. Vault Holdings: All User's Gold Coins are registered in the respective User's name, and all Gold Coins are wholly owned by them, and verified by third party auditors. Golden Suisse does not have any entitlement or leverage or comingling with its corporate funds or gold, and it may not and will not use your Gold Coins for its operating expenses or for any other corporate purposes. Golden Suisse does not have any access to your Gold Coins to make them available to its creditors in the event of bankruptcy. Your Gold Coins are wholly owned by you as further detailed in clause 8.
- d. Communications: Communications between you and Golden Suisse may be conducted by mail or by telephone, fax, online, or by other electronic means that Golden Suisse offers from time to time.
- e. Instructions: You are responsible for the accuracy of your instructions communicated over the Golden Suisse Platform. Instructions once sent, in any form through the Golden Suisse platform, will be final and irrevocable and it will not be possible to reverse. It is your responsibility to ensure that your personal information registered on the Golden Suisse Platform is accurate at all times.
- f. Restricted Access: You agree to promptly review access, movements and contents of your Golden Suisse Holdings, to ensure that your instructions have been carried out correctly, and that there have been no violations or tampering with your gold coins. You must inform us of any errors or omissions within sixty (60) days of the disputed transaction(s).
- g. Third parties: If you grant express permission for a third party to access your gold coins over the platform using your credentials, you acknowledge that this does not relieve you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold Golden Suisse responsible for, and will indemnify Golden Suisse, its subsidiaries, officers, agents, and employees from, any liability arising from the actions or omissions of this third party in connection with the permissions you grant. You may change or remove these permissions from your settings.
- h. Your details: You are responsible for keeping your email and street address up to date in your Golden Suisse Profile details. If your credit card number changes or your credit card expiration date changes on a reoccurring payment, we may acquire that information from our financial services partner and update your Golden Suisse Profile.

## 2. CUSTOMER ACCEPTANCE POLICY

a. Authorization: You authorise Golden Suisse directly or through third parties, to make any enquiries we consider necessary to validate your identity. This may include asking you for further Information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your Information against third party databases or other sources. Use of certain Golden Suisse Services requires us to verify some of your Information. Golden Suisse reserves the right to close, suspend, or limit access to the Golden Suisse Platform or all or some of the Golden Suisse Services in the event that we are unable to obtain or verify this Information.

b. Requests for information: You agree to provide Golden Suisse with such Information as Golden Suisse may require or request, in its discretion, in relation to this Agreement and your relationship with Golden Suisse, including all Information required to comply with all applicable laws and regulations, including all applicable anti-money laundering rules and regulations.

c. Requests for documentation: In addition to the above, upon request from Golden Suisse, you agree to provide a copy of your current valid government-issued photo identification document with MRZ (Machine Readable Zone) details visible and/or such other identifying and verifying information as we determine from time to time in our discretion (the "ID Documentation") at a time to be determined by us, prior to purchasing Gold Coins.

d. Background and credit checks: You agree that Golden Suisse is entitled to perform a background check prior to approving your application or at any other time during the course of the relationship at our discretion. Golden Suisse may contact credit bureaus to obtain information about you for purposes of confirming your identity under applicable "know-your-client" rules. You are also authorizing Golden Suisse to obtain your personal and/or business credit report, including PEP and Sanctions screening (a) when you apply for access to the Golden Suisse Platform; (b) when you request a product for which Golden Suisse requires, in its discretion, a review of your credit report; or (c) any time Golden Suisse reasonably believes there may be an increased level of risk.

e. Misleading information: You represent and warrant to us at all times that, to the best of your knowledge, any information provided to us by you is complete, accurate, and not misleading in any material respect and you agree to notify us should such information change.

f. Sign up countries: Golden Suisse shall, from time to time, deem certain countries either "sign up" or "non-sign up" countries, in accordance with various risk factors, legislation, regulation, and guidance. Golden Suisse reserves the right to reject Users from countries it deems to be a "non-sign up" country.

### 3. TERMINATION

- a. Termination: You may terminate your relationship with us at any time, and without termination penalty. Please contact the Customer Support Team for assistance.
- b. Vault Holdings Upon Closure: Prior to termination, you must either a) sell your gold coins to us, b) transfer ownership of your gold coins to another User, or c) physically redeem the gold from the vault location.
- c. After Closure: Any accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination. Any clauses of this Agreement which expressly or by implication have effect after termination shall continue in full force and effect.

### 4. GOLD COINS, QUALITY, PURITY, AND AUDITING

- a. Coin Quality: Golden Suisse only deals with recognized counterparties, such as US Mint, bullion-dealers, and bullion-banks, according to the best industry market practices.
- b. Audit: Golden Suisse confirms that it adheres to a standard whereby it is periodically audited and inventoried by an independent third party.

### 5. SECURITY

Golden Suisse makes available its security information here:

- a. Password: The Golden Suisse platform uses 4 Factor Authentication for Clients to access their gold coins. You are responsible for maintaining adequate security and control of passwords, personal identification numbers (PINs), or any other codes that you use to access the Golden Suisse Services. You are responsible for, and give us your authorization to carry out, all instructions given to us online where and when your correct Password is entered to access your gold coins. Golden Suisse will not be liable to you for any loss or claim arising out of our relying on oral or electronic instructions provided to us using your Password. If you suspect that any other person has become aware of your Password, you must immediately notify us and you agree to cooperate with us in any subsequent investigation. Until you notify us, you will be liable for all transactions that are made using your Password. In addition to Passwords, you may be required to adopt other security measures that we make available to protect the security of your information. Golden Suisse does not store Passwords; however, you agree to Golden Suisse storing the hashed representation of your Password, including your Mobile Phone UDID (Unique Device Identifier).

b. Safe Practices: You agree to exercise safe security practices when accessing and transmitting electronic instructions. This includes signing out and closing any online electronic instruction services once all instructions have been completed regardless of your method of accessing the Golden Suisse Platform. You agree to maintain any security measures that we recommend relating to requirements for encryption technology, virus scanning, software, firewall systems, anti-spyware software, cybersecurity measures and similar safeguards to maintain security for all electronic transaction activities.

c. Data: Private or sensitive data, such as your private key, is stored encrypted on the server-side with encryption techniques. Encryption and decryption of such data is performed on the client-side using a key derived from your Password. Every network communication with Golden Suisse servers is secured by the Transport Layer Security (TLS) protocol. Golden Suisse maintains the master copy of ownership records of each single Gold Coin. Records relating to you and your Golden Suisse Vault Holdings will only be modified upon the execution of your valid instructions, in accordance with the terms of this Agreement. Golden Suisse ensures that at least two widely separated data storage sites receive duplicates of the full Golden Suisse database.

d. Phishing: In the event that you receive an email falsely claiming to be from Golden Suisse or another group entity, or requesting sensitive information ("Phishing"), you agree that you will not provide any information or data in response and you will contact Golden Suisse's Customer Relationship team without delay. Golden Suisse agrees that it will never ask you to provide your password over email or telephone. Should you receive an email or telephone call which you suspect is Phishing or are unsure about, you agree that you will report the phishing email or spoof site without delay in order to protect yourself and fellow Golden Suisse Users. You understand that you should not click any links from unusual emails or download any attachments in order to access your gold coins.

e. Fraudulent Activity: If we suspect that fraudulent activity has taken place, in order to protect you, you understand that we may temporarily limit your access to prevent any further or continuing unauthorised activity. You will receive an email notification from Golden Suisse should this be the case. In the event that you suspect fraudulent activity, you agree to notify the Customer Relationships team immediately in order that Golden Suisse can investigate the issue and attempt to resolve it.

f. Peace of Mind: If, due to unforeseen circumstances, Golden Suisse were to become insolvent or bankrupt, the insolvency or bankruptcy of Golden Suisse would not affect your property rights with regard to your Vault Holdings.

## 6. FEES AND CURRENCY CONVERSION

- a. Overview: Service and Storage fees are paid in advance.
- b. Gold Coin Prices: Gold coin buy and sell prices are updated continuously on the platform and follow gold spot prices plus margin.
- c. Personal Transfers: Making a Personal Transfers to another Golden Suisse User by transferring title in Gold Coins to that user is free of charge ("Personal Transfer").
- d. Adjustment to Fees: Golden Suisse reserves the right to adjust, introduce, or increase Fees at our sole discretion upon 30 days" written notice to you.

## 7. STORAGE AND INSURANCE

- a. Vault: All physical Gold Coins purchased by you will be stored at Loomis International Vault in Zurich, Switzerland following payment of the invoice of your ordered Gold Coins.
- b. Storage Agreements: All storage agreements with Vault Operators are entered into by Golden Suisse for the protection of Golden Suisse customers. Any storage agreement entered into by Golden Suisse with a Vault Operator provides that Gold Coins will be specifically identified and physically segregated at all times. The responsibility for the physical storage and safekeeping of your Gold Coins lies with the Vault Operator. Golden Suisse"s responsibility and liability relating to the storage of Gold extends to the entering of storage agreement as your agent and the arrangement of insurance for the same in accordance with (e) below.

- c. Storage Fees:

Golden Suisse agrees to pay the fees to cover the costs of storage and insurance for your Gold coins as long as you remain a customer of Golden Suisse pursuant to this Agreement. You authorise us to act as bailee on your behalf and to provide instructions to the Vault Operator and insurance company in such capacity.

- d. Registered Gold Coins: Vault Holdings displayed on the Clients dashboard, quantifies the total number of segregated gold coins stored at the Vault Operator in the Clients name.

- e. Insurance: Golden Suisse will ensure your gold coins are insured against theft and damage according to the accepted insurance standards of the bullion industry. Golden Suisse confirms to you that, in each storage agreement, the Vault Operator agrees to provide Golden Suisse with documentary evidence of insurance. You can request documentary evidence of insurance by contacting our Customer Relationship Management Team.



## 8. TRANSFERRING GOLD COINS TO AND FROM OTHER USERS

- a. **Transfer Limits:** Golden Suisse may, at its discretion, impose limits on the amount of Gold Coins you can transfer to another User through the Services to assist in protecting the integrity of the Golden Suisse system, or prevent fraud and limit the risk of money laundering and terrorism financing.
- b. **Acceptance of transfer:** If you attempt to initiate a transfer of Gold Coins to an inexistent user, the transaction will automatically be rejected. You agree that you will not hold Golden Suisse liable for any damages resulting from a recipient's decision not to accept a transfer. Any unclaimed, refunded or denied transfer will be returned to you within 30 Days of the date you initiated the transfer.
- c. **Accuracy:** You are responsible for confirming the accuracy of the information you provide about each transfer of Gold Coins that you initiate, including the Email Address, of the recipient, and the amount of the transaction.
- d. **Taxes:** It is your responsibility to determine what, if any, taxes apply to the transfers you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. Golden Suisse is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

## 9. PREPAID CARD OPTION

Golden Suisse Clients may request a Prepaid Card to receive payment of gold coins sold back to Golden Suisse. Terms and Conditions of the Prepaid Card Provider apply. The Prepaid Card Agreement is exclusively regulated between Client and Card Issuer.

## 10. SALE AND PURCHASE OF GOLD COINS

a. **Purchasing Gold Coins:** You may purchase Gold Coins through the Golden Suisse Platform in accordance with this Agreement by way of payments made with currency from a personal authorised bank account, in your own name. In certain circumstances, Golden Suisse may be required to reject a wire sent to it and will be unable to settle a purchase of Gold Coins as instructed. This may happen if the details you provide are insufficient, the receiving institution cannot be identified, amounts less than the market price of 1 Oz Investment Coin, or the currency is not one of the currencies accepted by Golden Suisse from time to time. Incoming wire transfers will be rejected if they are sent from a third party or from a bank in a country which Golden Suisse, in its discretion, deems to pose a high risk. Golden Suisse's minimum buy order is 1 Oz Investment Coin, and no fractions are accepted.

b. **Selling Gold Coins:** You may, at any time, request the sale to Golden Suisse of your Gold Coins. Golden Suisse is not obligated to purchase your Gold Coins. Any sale to Golden Suisse of the Gold Coins will be at the sell price at the time of processing, determined by Golden Suisse in its discretion from time to time. You authorise Golden Suisse to identify the specific Gold Coins that it will purchase. Golden Suisse will reflect the sale in your Golden Suisse Vault Holdings immediately, but title to the Gold Coins will transfer to Golden Suisse when it initiates payment to you. When Golden Suisse accepts your request to sell Gold Coins to it, Golden Suisse will send the payment to your Prepaid Card or your authorised personal bank account. Golden Suisse will pay you for the Gold that it purchases in the currency that you designate (provided that Golden Suisse agrees

to make payments in that currency). The daily amount you may instruct Golden Suisse to send to your Prepaid Card as payment for sales of Gold to Golden Suisse is limited by the third party operator that issues or manages the Prepaid. Golden Suisse does not allow payments for Gold Coin purchases to be made with a third-party wire transfer, and will not pay for Gold Coins that it purchases by making a third-party wire transfer. Golden Suisse will initiate payment to your bank account or Prepaid Card as instructed by you and agreed to by Golden Suisse.

c. **Price Calculation:** You agree that the price for any purchase or redemption of Gold Coins will be based on the Gold Spot Price plus Premium as expressed in the Price List published on the Golden Suisse Website and in the Golden Suisse Mobile App. The Gold Spot Price is reproduced on the Golden Suisse Website and Mobile App continuously, with the live price displayed, being the average of the BBO at any given time. The price at which Golden Suisse will sell Gold Coins to you is the average Best Bid or BBO plus the applicable Premium. The exception is for transactions occurring on weekends and holidays in New York when there is no BBO quotation from counterparties, at which time the rate will be the rate posted on the Golden Suisse Website. During this time, Golden Suisse prices will reflect the internal liquidity provided by the Golden Suisse market making operations and a purchase quote will be provided to you within your order at the time of you making your transaction for transactions occurring from Friday at 5:01pm EST to Sunday 6:29pm EST.

## 11. REDEEMING PHYSICAL GOLD COINS

a. Physical Gold Coins: You can redeem your Gold Coins in the form of coins, rolls of 20 coins, and boxes of 500 coins (25 rolls of 20 coins) at any time.

b. Fees and Charges: Physical redemptions are subject to a processing fee payable from the redeeming Golden Suisse Vault as specified in the price table under FAQ on the Golden Suisse website. Redemptions of physical gold will incur shipping and insurance charges which will be agreed with you in advance. In the event that a shipment is lost in transit, the shipment will be covered by the insurance which is arranged by Golden Suisse and paid for by you.

c. Delivery: Please note that packaging of gold coins may vary. We confirm that you will always receive the coins that you have ordered; however, from time to time, we may need to send the coins in smaller deliveries. For example, if you order forty coins, you may receive two packets of twenty coins each, rather than one packet of forty coins.

## 12. RESTRICTED ACTIVITIES

You agree that you will not:

a. Breach this Agreement or any other agreement or policy that you have agreed to with Golden Suisse;

b. Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protection, unfair competition, anti-discrimination, anti-bribery and anti-corruption, or false or misleading advertising);

c. Infringe on Golden Suisse's or any third party's intellectual property rights, including copyright, patent, trademark, trade secret, or rights of publicity or privacy;

d. Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;

e. Conduct your business or use the Golden Suisse Services in a manner that results in, or may result in, complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties, and other liability to Golden Suisse, other uses, third parties, or you;

f. Use the Golden Suisse Services in a manner that Golden Suisse, or any electronic funds transfer network reasonably believes to be an abuse;

g. Access the Golden Suisse Services from a country that is not included on Golden Suisse's permitted countries list;

h. Allow your use of the Golden Suisse Services to present to Golden Suisse a risk of non-compliance with Golden Suisse's anti-money laundering, counter terrorist financing, and similar regulatory obligations (including, without limitation, where we cannot verify your identity).

## 13. ACCEPTABLE USE POLICY

a. Policy: You may not use the Golden Suisse Platform or Golden Suisse Services for activities that violate any law, statute, ordinance, or regulation, including but not limited to the laws of Zug, Switzerland, or that applicable in the territory in which you reside.

## 14. YOUR LIABILITY: ACTIONS GOLDEN SUISSE MAY TAKE

Termination: Golden Suisse, in its sole discretion, reserves the right to terminate this Agreement.

a. General: You are responsible for all Reversals, Chargebacks, claims, fees, fines, penalties, or other liabilities incurred by Golden Suisse, another User, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the Golden Suisse Services. You agree to reimburse Golden Suisse, a User, or a third party for any and all such liability.

b. Restricted Activities: If Golden Suisse, in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect Golden Suisse, other Users, other third parties, or you from Reversals, Chargebacks, claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following: We may close, suspend, or limit your access to the Golden Suisse Platform.

# 15. RESOLUTION PARAMETERS

a. Protection for Unauthorised Transactions and Processing Errors: Golden Suisse will cover you for the full amount of every eligible unauthorised transaction or processing error, as long as you follow this Agreement.

b. Scope: An unauthorised transaction is a type of error that occurs when Gold Coin ownership registration is changed, that you did not authorise and that did not benefit you. For example, if someone steals your password, through no fault of your own, uses the password to access your Gold Coins, and transfers your Gold Coins, an unauthorised transaction has occurred. If you give someone access to your Gold Coins (by giving them your login information) and they conduct ownership transfers without your knowledge or permission, you are responsible for any resulting use. These transactions are not covered under any Golden Suisse protection programs. Examples of processing errors include Gold Coin transfer transactions being incorrectly recorded, a missing transaction, or a transaction not properly identified. You may request documentation or information regarding your Gold Coins or transaction to determine whether an unauthorised transaction or processing error exists by contacting us through the contact link at the bottom of each page of the Golden Suisse website.

c. Notification Requirements: You should immediately notify Golden Suisse if you believe: there has been an unauthorised access to your Gold Coins; there is an error or activity or transaction confirmation sent to you by email; your password has been compromised; your phone on which you have installed the Golden Suisse mobile app has been lost, stolen or deactivated; or you need more information about a transaction or transaction confirmation.

d. Eligibility: To be eligible for protection for errors, you must notify us within 60 Days of any unauthorised access or processing error first appears in your activity. You should regularly log into your Dashboard and review your activity to ensure that there has not been an unauthorised transaction or processing error. Golden Suisse will also send an email to the primary email address you have provided in order to notify you of each transaction. You should also review these transaction confirmations to ensure that each transaction was authorised and is accurate. For unauthorised transactions or processing errors, notify us at [support@goldensuisse.com](mailto:support@goldensuisse.com).

e. Information required: When you notify us, provide us with all of the following information:

- Your name and email address;
- A description of any suspected unauthorised transaction or processing error and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction;
- The Oz gold amount of any suspected unauthorised transaction or processing error.

f. Form of notification: If you notify us orally, we may require that you send us your complaint or question in writing within 10 Days. During the course of our investigation, we may request additional information from you.

g. Golden Suisse actions after receipt of your notification: Once you notify us of any suspected unauthorised transaction or processing error, or we otherwise learn of one, we will do the following: We will conduct an investigation to determine whether there has been an unauthorised transaction or processing error that is eligible for protections. We will complete our investigation within 30 Days of the date we received your notification of the suspected unauthorised transactions or processing error. If we decide that we need more time to complete our investigation, we will provisionally adjust your Holdings for the amount of the suspected error. You will receive the provisional adjustment within 10-20 Days of the date we received your notice. This will allow you to have use of the Gold until we complete the investigation. We will notify you of the provisional adjustment within 2 Days. If we ask you to put your complaint or question in writing and we do not receive it within 10 Days. We will inform you of our decision within 3 Days after completing our investigation. If we determine that there was an error, we will promptly correct the full amount of the error within 1 Day of our determination. Or, if you have already received a provisional adjustment, you will be allowed to retain those Gold Coins. If we decide that there was not an error, we will include an explanation of our decision in our email to you. If you received a provisional adjustment, we will remove it and notify you of the date and amount. You may request copies of the documents that we used in our investigation.

## 16. DISPUTES WITH GOLDEN SUISSE

a. Contact Golden Suisse First If: If a dispute arises between you and Golden Suisse, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and Golden Suisse regarding the Golden Suisse Services may be reported to our Customer Support Team.

b. Arbitration: For any dispute excluding for injunctive or other equitable relief, the party requesting relief may be eligible to elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

## 17. LEGAL

a. Limitation of liability: Nothing in this Agreement excludes or limits the liability of Golden Suisse for death, personal injury, fraud, or fraudulent misrepresentation. Subject to the above, in no event shall we, and the officers, directors, agents, employees, and suppliers of Golden Suisse be liable for lost profits or any special, incidental, indirect, or consequential, or punitive damages arising out of or in connection with our website, the services, or this Agreement (however arising, including negligence), unless and to the extent prohibited by law. Our liability (including for greater certainty, our affiliates), and our (and their respective) officers, directors, agents, employees, and suppliers, to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, Golden Suisse (including for greater certainty, our parent and affiliates), and our (and their respective) officers, directors, agents, employees, and suppliers are not liable, and you agree not to hold these parties responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (a) your use of or your inability to use the Golden Suisse Website or Golden Suisse Services; (b) delays or disruptions in Golden Suisse's sites and Golden Suisse Services; (c) viruses or other malicious software obtained by accessing the Golden Suisse Website or Golden Suisse Services or any website or service linked to the Golden Suisse Website or Golden Suisse Services; (d) glitches, bugs, errors, or inaccuracies of any kind in or on the Golden Suisse Website or Golden Suisse Services or in the information and graphics obtained from them; (e) the content, actions, or inactions of third parties; (f) a suspension or other action taken with respect to your access to the Golden Suisse Platform; (g) any loss as a result of risks associated with online trading, including software and hardware failure latent defect, loss of data, delays, failure, errors, omissions, or losses of transmitted information or instructions, power outages, internet failure, hackers, denial of service (DoS) attacks, viruses, or other contaminating or destructive properties; (h) for any fees, duties, taxes, or loss as a result of theft or any other loss of Gold after it has been removed from the Vault at your request for delivery or collection; (i) information sent over the internet may not be completely secure and the internet and related online systems may not function at all times. We are not responsible for any loss or damages you may incur if a third party obtains access to your confidential information transmitted over the Internet or if you are temporarily unable to determine your balance on the Golden Suisse Platform; (j) your need to modify practices, content, or behavior, or your loss of or inability to do business as a result of changes to this Agreement or Golden Suisse's policies. Golden Suisse reserves the right to modify its policies and this Agreement at any time consistent with the provisions outlined herein. Golden Suisse

will not be in breach of this Agreement or otherwise liable for any loss suffered or incurred as a result of any delay in performance or any non-performance of any obligations under this Agreement (and, where relevant, the time for performance will be extended accordingly) if and to the extent that the delay or non-performance is owing to Force Majeure or neglect, serious fault or willful misconduct on the part of you including any failure to keep your Password secure and any failure to comply with this Agreement or associated policies.

b. No Warranties: Golden Suisse, its employees, and its suppliers provide the Golden Suisse Services “as is” and without any warranty or condition, express or implied, or statutory. Golden Suisse, its employees, and its suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. Golden Suisse does not have any control over the products or services that are paid for with the Golden Suisse Services and Golden Suisse cannot ensure that a buyer or a seller you are dealing with will actually complete a transaction or is authorised to do so. You are responsible for conducting appropriate due diligence on parties with whom you choose to deal and you accept that Golden Suisse does not accept liability for any fraudulent or misleading actions of parties to whom you make and from whom you receive transfer. Golden Suisse does not guarantee continuous, uninterrupted or secure access to any part of the Golden Suisse Platform, and operation of our site may be interfered with by numerous factors outside of our control. Golden Suisse will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts and credit cards are processed in a timely manner but Golden Suisse makes no representations or warranties regarding the amount of time needed to complete processing because the Golden Suisse Services are dependent upon many factors outside of our control, including for example, delays in the banking system. To the extent that the State in which you reside does not permit the disclaimer of implied warranties, the foregoing disclaimers may not apply to you. This section gives you specific legal rights and you may also have other legal rights that vary from State to State. This clause shall survive termination of this Agreement.

c. Force majeure: Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues 6 months, if the Golden Suisse User is not affected, he or she may terminate this Agreement by terminating this Agreement in accordance with clause 4.

d. Market disruption: In the case of market distortion, volatile markets, systems (including third party systems upon which Golden Suisse is reliant) being hacked, and market disruption, Golden Suisse reserves the right to adjust an order if the metal and currency quotes received from Golden Suisse’s data source, when the order was placed, is found to be incorrect. Golden Suisse will contact you if an order needs to be adjusted due to incorrect market data, and you may cancel the order if you do not want to trade on the corrected market rate.

e. Law and forum: This Agreement will be governed by and interpreted in accordance with the laws of Zug, Switzerland. Except as otherwise agreed by the parties, you agree to irrevocably submit to the nonexclusive jurisdiction of the courts of Zug for the purpose of any suit, action or other proceeding arising out of this Agreement or your use of the Golden Suisse Website or the Golden Suisse Services.

f. No Waiver: Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

g. Indemnification: You agree to defend, indemnify, and hold Golden Suisse, its officers, directors and employees harmless from any claim or demand (including attorneys’ fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Golden Suisse Services.



h. Release of Golden Suisse: If you have a dispute with one or more users, you release Golden Suisse (and our officers, directors, agents, and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

i. Death or incapacity: If you die or otherwise become incapacitated, we will take instructions in respect of your Vault Holdings from your authorised executor or administrator upon delivery to us of sufficient proof of authority of such executor or administrator and the documentation as requested.

j. Entire agreement: This Agreement, along with any applicable policies and agreements on the Legal Agreements page on the Golden Suisse Website, sets forth the entire understanding between you and Golden Suisse with respect to the Services. In the event any provision (or part of any provision) of this Agreement shall for any reason be held by a court or any other competent authority to be invalid, illegal, or unenforceable, that provision, to the extent required, shall be deemed deleted and the remaining provisions shall remain valid and enforceable.

k. Language: The parties to this Agreement agree that this Agreement and any related document be written in English. Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

l. Ownership: Golden Suisse is the merchant for transfers.

## 18. DEFINITIONS

In this Agreement, unless otherwise expressly stated or in the context requires otherwise, the following terms shall have the meanings set out below:

“Agreement” means these terms of service and use the Golden Suisse Platform, and any other documents, terms and conditions, or policies which are expressly stated by Golden Suisse to form part of the agreement between us and you;

“Vault Holdings” means the total amount of Investment Coins displayed on your mobile dashboard, owned by you, stored in the vault, and registered in your name;

“Customer”, “user”, “you” means a person who has registered and has been accepted by Golden Suisse to access the Golden Suisse Platform and Services including satisfactorily completing the applicable verification requirements in accordance with this Agreement;

“Days” means working days;

“Disclaimer” means the general disclaimer of liability that appears on the Golden Suisse Website, which disclaimer forms part of this Agreement;

“Force Majeure” means any circumstance, act, or event beyond our reasonable control, including (but not limited to) any: lock outs, strikes or other industrial disputes (in each case, whether or not relating to our workforce and whether or not beyond our reasonable control); changes to applicable laws, acts, or regulations of any governmental or supranational bodies or authorities; breakdown, failure, malfunction, or hacking of telecommunications or computer services or systems (including the internet) including, without limitation, any third party services or systems or acts of hackers; unusual volatility in the market, hacking, Denial of Service (DoS) attack, deliberate market distortion or manipulation, and disruptions to trading or the trading price; act of God, fire, act of government or state, terrorist act, war, civil commotion, insurrection or embargo, earthquake, nuclear incident, floods, volcanic action; inability to communicate with brokers or market makers for whatever reason or late or mistaken delivery or payment by any bank or counterparty; prevention from or hindrance in obtaining any energy or other supplies; and any other reason (whether or not similar in kind to any circumstance, act or event described in (a) to (f) above).

“Gold Coins” means the gold coins meeting the specifications set out in clause 5, segregated in your name, and which you can use to utilize the Golden Suisse Services;

“Golden Suisse”, “we”, “us”, or “our” means GCB Suisse AG, a company incorporated pursuant to the laws of Zug, Switzerland and continued under the laws of Switzerland,;

“Golden Suisse Platform” means the Golden Suisse private and public website accessible at [www.goldensuisse.com](http://www.goldensuisse.com) amended from time to time (the “Website”), the Golden Suisse Community (Community”) and any associated Golden Suisse-hosted websites or mobile applications (“Mobile App”) (collectively the “Golden Suisse Platform”).

“Golden Suisse Profile and Dashboard” means the location on the Golden Suisse Platform where you can, after logging in, view and manage your Vault Holdings, your profile, including your personal information and your settings.

“Golden Suisse Services” means the Golden Suisse Platform and any of the services provided to you by Golden Suisse, together with the Golden Suisse Platform;

“Golden Suisse Website” means the Golden Suisse private and public website accessible at [www.goldensuisse.com](http://www.goldensuisse.com) amended from time to time;

“Information” means any confidential and/or personally identifiable information or other information related to User, including but not limited to the following: name, email address, billing/shipping address, phone number and financial information.

“Password” means the alpha-numeric string of at least eight (8) characters in length with at least one number and one letter that you may use to access the Golden Suisse Platform and your Gold Coins.

“Privacy Policy” means the privacy policy (as amended from time to time) that is available on the Golden Suisse Website, which policy forms part of this Agreement;

“Reversal” means Golden Suisse reverses a transfer of Gold you received because (a) it is invalidated by the sender’s bank, (b) it was sent to you in error by Golden Suisse, its parent, or any direct or indirect Golden Suisse subsidiary, (c) the sender of the transfer did not have authorization to send the transfer (for example: the sender used a credit card that did not belong to the sender), (d) you received the transfer for activities that violated this Agreement, the Acceptable Use Policy, or any other Golden Suisse agreement, or (e) Golden Suisse decided a claim against you.

“Vault” means the service provider appointed by us in accordance with clause 8 to store Gold on behalf of our customers.