

## 1. 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 Gold Farm Platform and any of the services provided to you by Gold Farm, together with the Gold Farm Platform (the “Gold Farm Services”).
- b. **Gold Farm:** Gold Farm is a precious metals dealer and storage service provider that assists Affiliates with precious metals transfers to other verified account holders. Gold Farm is an independent contractor for these purposes, except that Gold Farm acts as your agent and bailee with respect to the custody of your precious metals. All precious metals recorded in your Gold Farm Account Balance is your property: fully reserved, allocated, and redeemable pursuant to the law of bailment. Gold Farm is not a bank. The precious metals held in your Gold Farm account is not a deposit with us and your Gold Farm Account is not a bank account. Because Gold Farm is not a bank, the precious metals are not insured by the Federal Deposit Insurance Corporation, or any comparable governmental agency. You agree that you will not receive interest or other earnings on the precious metals from Gold Farm. The use of the Gold Farm Website and Gold Farm 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 authorize us to arrange for the storage, transportation, and insurance of your precious metals. We will hold your precious metals as bailee on your behalf, pursuant to a storage agreement between Gold Farm Limited Partnership, LLLP (“GFLP”) and Money Metals Depository, LLC, or any other vault operator selected by Gold Farm in its sole discretion (a “Vault Operator”). The precious metals held in your Gold Farm Account does not constitute evidence of indebtedness or liability by Gold Farm to you, except to comply with instructions from you in relation to transactions initiated by you as provided for in this Agreement.
- d. **Privacy:** Your privacy rights are important to Gold Farm. If you receive Information about another User through use of the Gold Farm Services, you must keep the Information confidential and only use it in connection with the Gold Farm Services. You may not disclose or distribute a User’s information to a third party or use the Information for marketing purposes unless you receive the User’s express consent to do so. You may not send unsolicited emails to a User or use the Gold Farm Services to collect transfers for sending, or assisting in sending, unsolicited email to third parties.
- e. **Assignment:** Gold Farm 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 its obligations under this Agreement to any third party or agent. You shall not, without the prior written consent of Gold Farm, 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. Gold Farm may provide information about your Gold Farm account and the Gold Farm Services by posting it on the Gold Farm Website, emailing it to the email address listed in your Gold Farm Account, notifying you through the Gold Farm App, or posting it

to the street address in your Gold Farm 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, Gold Farm Limited Partnership, 30 N Gould St STE 10779, Sheridan, WY 82801.

g. **Intellectual Property:** You acknowledge that all the intellectual property rights including, without limitation, the Gold Farm trademark, any other trademarks, trade names, copyright and other rights used or embodied within the Gold Farm website are and will remain Gold Farms sole property. You may not copy, imitate or use them without Gold Farm's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Gold Farm. You may not copy, imitate, or use them without our prior written consent. You may use HTML logos provided by Gold Farm through our merchant services or affiliate programs without prior written consent for directing web traffic to the Gold Farm Services in accordance always with the terms of the affiliate program. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to any of the Gold Farm group entities or the Gold Farm Services or display them in any manner that implies Gold Farm's sponsorship or endorsement. All right, title, and interest in and to the Gold Farm website, any content thereon, the Gold Farm Services, the technology related to the Gold Farm Services, and all technology and any content created or derived from any of the foregoing is the exclusive property of Gold Farm and its licensors. You warrant that you will not, nor will you attempt to, tamper with, modify, reverse engineer, gain unauthorized access to, or in any way alter any of our software or the Gold Farm Website. You understand that we may close your personal or business account immediately and may take legal action against you if you breach, or we reasonably suspect that you may have breached, this warranty.

h. **Tax:** You are responsible for paying all local taxes and tariffs that are or may be applicable to purchases, conversion, sale or custody of precious metals, and any associated charges. All sales and storage takes place in the states of Wyoming and Idaho.

i. **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 Gold Farm Website, the laws of the countries in which the Vaults are located (where applicable), and including, without limitation, the laws of Wyoming, United States of America.

j. **Currency:** All monetary amounts displayed in the Gold Farm Website are in the local currency selected by you and currency conversions are performed from time to time. Gold Farm is a Wyoming Limited Liability Limited Partnership that operates in USD and all payments to Gold Farm for your personal or business accounts are processed in USD. Gold Farm itself does not charge currency conversion fees and shall not be liable for any fees, charges, or conversion rates on international transactions which may be charged by credit card issuers, financial institutions, or banks.

k. **Term:** This Agreement remains in effect until your Gold Farm Personal or Business Account is closed in accordance with clause 4. Either you or Gold Farm may terminate this Agreement with immediate effect for any reason whatsoever, including breach of this Agreement or the Client Agreement by you.

## 2. USING YOUR GOLD FARM PERSONAL OR BUSINESS ACCOUNT

- a. **Eligibility:** To be eligible to use the Gold Farm 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. By accessing or using any of the Gold Farm Services, you represent and warrant that you are both over the age of 18 years old and of the applicable age of majority and contractual capacity in the jurisdiction in which you reside. Gold Farm reserves the right to close any Gold Farm Affiliate or User Account and suspend any user who is not 18 years old and of the applicable age of majority and contractual capacity, subject to clause 2.j. below.
- b. **Types of Gold Farm Accounts:** Gold Farm offers Affiliate Accounts and User Accounts. The use of the term “Gold Farm Account” in this Agreement shall refer to both types of Gold Farm Account noted above unless otherwise specified. Once you have uploaded your valid government-issued photo ID and it has been approved by Gold Farm, you will have access to increased account balance limits, a dedicated Customer Success team, and the Gold Farm Verified Account Protection for buyers. A Gold Farm Affiliate Account gives you access to Gold Farm Affiliate Protection, as set out in clauses below. By opening an Affiliate Account and accepting the terms of this Agreement, you agree that you are not establishing the Business Account primarily for personal, family, or household purposes.
- c. **Gold Farm Account Balances:** All User’s allocations of Gold are securely segregated, wholly owned by them, and verified by third party auditors. Gold Farm does not have any entitlement or leverage or co-mingling with its corporate funds or precious metals, and it may not and will not use your precious metals for its operating expenses or for any other corporate purposes. Gold Farm does not have any access to your precious metals to make it available to its creditors in the event of bankruptcy. Your precious metals are wholly owned by you as further detailed below.
- d. **Communications:** Communications between you and Gold Farm may be conducted by mail or by telephone, fax, online, or by other electronic means that Gold Farm offers from time to time in respect of its different product offerings. Any instructions that you give to us in any such manner will have the same legal effect as if you gave them to us in traditional written form. You agree that all telephone calls and electronic communications may be recorded and kept by us as a record of your instructions. We and our service providers acting on our behalf may contact you, including by using autodialed or prerecorded messages, calls, or text messages, at the telephone number(s) you have provided to us. These communications may relate to (a) notices to you, (b) investigations or fraud prevention, (c) debt collection. Other than service providers with whom we contract to assist in providing the Gold Farm Services, we will not share your telephone number(s) with third parties for their own purposes without your consent. You may revoke your consent to receive calls, emails, or text messages by making the change in your Gold Farm Account settings. We respect your opt-out instructions; however, we will be required to communicate certain types of information in accordance with our legal and regulatory obligations.
- e. **Instructions:** You are responsible for the accuracy of your instructions for all transactions in your Gold Farm Account and through the Gold Farm Platform. Instructions once sent, in any form through your Gold Farm Account, will be final and irrevocable and it will not be possible to retrieve funds sent in error. It is your responsibility to ensure that your personal information registered on the Gold Farm Platform is accurate always.

f. **Transaction History:** You agree to promptly review the transaction history and any account statements pertaining to your Gold Farm Account that you receive to ensure that your instructions have been carried out and that there have been no unauthorized dealings in your Gold Farm Account. You must inform us of any errors or omissions within thirty (30) days of the disputed transaction(s).

g. **Third Parties:** If you grant express permission for a third party to connect to your Gold Farm Account, either through the third party's product or through the Gold Farm Services, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold Gold Farm responsible for, and will indemnify Gold Farm, 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 the account settings page.

h. **Your Details:** You are responsible for keeping your email and street address up to date in your Gold Farm Account Profile details. If your credit card number changes or your credit card expiration date changes on a recurring payment, we may acquire that information from our financial services partner and update your Gold Farm Account Profile.

i. **Accounts:** Each User is eligible for the following combinations of Personal and Business Accounts:

- One User Account; or
- One Affiliate Account and one or more associated User Accounts (limited to one Affiliate Account per business location); or
- One or more Affiliate Accounts and associated User Accounts for customers with more than one location (limited to one Affiliate Account per business location).

### 3. CUSTOMER ACCEPTANCE POLICY

a. **Authorization:** You authorize Gold Farm, 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, or verifying your Information against third party databases or other sources. Use of certain Gold Farm Services requires us to verify some of your Information. Gold Farm reserves the right to close, suspend, or limit access to your Gold Farm Account or all or some of the Gold Farm Services if we are unable to obtain or verify this Information.

b. **Requests for information:** You agree to provide Gold Farm with such Information as Gold Farm may require or request, in its discretion, in relation to this Agreement and your relationship with Gold Farm, 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 Gold Farm, 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, including prior to opening a Gold Farm Account, prior to purchasing precious metals, prior to

redemption of any content of your Gold Farm Account, upon the balance of your Gold Farm Account reaching a certain precious metals threshold prescribed by us, or at any other time at our discretion.

d. **Background and credit checks:** You agree that Gold Farm is entitled to perform a background check prior to approving your application to open a Gold Farm Account or at any other time during the relationship at our discretion. Gold Farm may contact credit bureaus to obtain information about you for purposes of confirming your identity under applicable "know-your-client" rules. If you open an Affiliate Account, you are providing Gold Farm, at its discretion, authorization to obtain your personal and/or business credit report from a credit reporting agency. You are also authorizing Gold Farm to obtain your personal and/or business credit report (a) when you apply for a Gold Farm Affiliate Account; (b) when you request a product for which Gold Farm requires, in its discretion, a review of your credit report; or (c) any time Gold Farm reasonably believes there may be an increased level of risk associated with your Gold Farm Affiliate Account.

e. **Misleading information:** You represent and warrant to us always 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:** Gold Farm 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. Gold Farm reserves the right to reject Users from countries it deems to be a "non-sign up" country.

#### **4. CLOSING YOUR GOLD FARM PERSONAL OR BUSINESS ACCOUNT**

a. **Termination:** You may terminate your relationship with us at any time, and without termination penalty, by closing your Gold Farm Account, subject to this clause 4. Please contact the Customer Success Team for assistance.

b. **Balance Upon Closure:** Upon your Gold Farm Account closure, we will cancel any pending transactions, unless otherwise legally prohibited. Prior to closing your Gold Farm Account, you must sell the precious metals in the Gold Farm Account to us, transfer ownership of the precious metals to another User if applicable, or physically redeem the precious metals from the vault location.

c. **Limitations:** You may not close your Gold Farm Account to evade an investigation. If you attempt to close your Gold Farm Account while we are investigating, we may suspend your Gold Farm Account for up to 180 Days to protect Gold Farm or a third party against the risk of reversals, Chargebacks, claims, fees, fines, penalties and other liability.

d. **After Closure:** You will remain liable for all obligations related to your Gold Farm Personal or Business Account even after the Gold Farm Account is closed. 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.

#### **5. QUALITY, PURITY, AND AUDITING**

a. **Bar Quality:** For your peace of mind, Gold Farm takes only assayed bullion bars from counterparties, bullion-dealers, and bullion-banks, according to the best industry market practices. Gold Farm deals

exclusively in high grade bullion being not less than 99.95% purity and of a weight and manufacturer accepted by the global bullion markets such as LBMA, COMEX, secondary, or other globally recognized bullion markets.

b. **Purity:** Gold Farm accounting units of precious metals, in accordance with standard bullion-market practice, are expressed in fine precious metal content. The fine precious metal content of each bar equals its weight multiplied by its purity. The resulting units of precious metals in your Gold Farm Account are 99.95% pure and denominated in grams and troy ounces if purchased in bar denominations. Gold Farm confirms that it has obtained a representation from its precious metals bullion counterparties that every gram or troy ounce purchased by Gold Farm to be sold to Users is a gram or troy ounce of the 99.95% pure content of a 99.5% (or greater) assayed bullion bar held in the relevant vault.

c. **Audit:** Gold Farm confirms that it adheres to a standard whereby it is periodically audited and inventoried by an independent third party.

## 6. SECURITY

a. **Password:** 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 Gold Farm 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 Farm Personal or Business Account. Gold Farm 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. Gold Farm does not store Passwords; however, you agree to Gold Farm storing the hashed representation of your Password.

b. **Safe Practices:** You agree to exercise safe security practices when accessing and conducting electronic transactions. This includes signing out and closing any online electronic transaction services once all transactions have been completed regardless of your method of accessing the Gold Farm 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 a bitcoin 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. Gold Farm maintains the master copy of ownership records. Records relating to you and your Gold Farm Account will only be modified upon the execution of your valid instructions, in accordance with the terms of this Agreement. On a regular and frequent basis, but no more frequently than daily, Gold Farm will, upon request by regulators, will provide reconciled and aliased customer-by-customer records of ownership of all the bullion in the vaults held by customers to both internal and independent external sources. Gold Farm ensures that at least two widely separated data storage sites receive duplicates of the full Gold Farm database.

d. **Phishing:** If you receive an email falsely claiming to be from Gold Farm 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 Gold Farm's Customer Success team without delay. 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 to protect yourself and fellow Gold Farm Users. You understand that you should not click any links from unusual emails or download any attachments to access your Gold Farm Account.

e. **Fraudulent Activity:** If we suspect that fraudulent activity has taken place within your Gold Farm Account, to protect you, you understand that we may temporarily freeze your Gold Farm Account to prevent any further or continuing unauthorized activity. You will receive an email notification from Gold Farm should this be the case. If you suspect fraudulent activity, you agree to notify Customer Service immediately in order that Gold Farm can investigate the issue and attempt to resolve it. Gold Farm agrees that transactions found to be in error or unauthorized will be refunded back to your Gold Farm Account, subject always to the terms of this Agreement.

f. **Peace of Mind:** If, due to unforeseen circumstances, Gold Farm were to become insolvent or bankrupt, the insolvency or bankruptcy of Gold Farm would not affect your property rights regarding your precious metals in a Gold Farm Account.

## 7. FEES AND CURRENCY CONVERSION

a. **Overview:** Rates calculated for each transaction will depend on the type of transaction, currency, and the method of payment. The rate for your transaction will be used to provide a purchase quote, which will be advised to you for your agreement prior to the transaction being finalized.

b. **Gold Purchase and Transfers:** The purchaser of precious metals will always pay the purchase fee in accordance with clause 11.c.

c. **Personal Transfers:** Making an Affiliate Transfers to another Gold Farm User by transferring ownership in precious metals to that user as the exclusive payment method is a free "Personal Transfer". A Vault-to-Vault transfer, transferring precious metals from one vault location to another incurs a fee of 0.5% of the transfer amount. Purchasing precious metals using your credit card as the payment method may incur a service fee for processing. Personal Transfers may not be made to recipients in certain countries (as determined by Gold Farm in its discretion from time to time), or between non-Affiliate Accounts. For the avoidance of doubt, the Gold Farm Affiliate Account and Verified Account protections do not apply to personal User Account transfers. The buyer protections are only available to Gold Farm User Verified Accounts and transfer protections are available only to Gold Farm Affiliate Account holders.

d. **Gold Farm Affiliate Transfers:** The Gold Farm Affiliate Transfer is paid by the Affiliate account holder in conjunction with using the Gold Farm Affiliate transfer product. The party transferring ownership of precious metals in connection with a Gold Farm Affiliate Transfer can either (a) transfer a precious metals balance to an associated user without incurring a fee, or (b) purchase precious metals for the transfer, in which case standard purchase pricing applies.

e. **Gold Farm Affiliate Transfer Fee:** The Gold Farm Business Affiliate Transfer Fee will apply to each Gold Farm Affiliate Transfer transaction between non-related Affiliate Accounts. Standard purchase and storage fees apply, and a 1% fee shall apply for use of the Gold Farm Affiliate Transfer tools.

f. **Chargebacks:** You may be subject to the final resolution of a chargeback fee of \$25 per chargeback, at Gold Farm's discretion.

g. **Adjustment to Fees:** Gold Farm reserves the right to adjust, introduce, or increase Fees at our sole discretion upon 30 days' written notice to you.

## 8. STORAGE AND INSURANCE

a. **Choice of Vault:** All physical precious metals purchased by you will be stored in the Vault Operator of our choice upon purchasing the metal using your Gold Farm Account.

b. **Storage Agreements:** All storage agreements with Vault Operators are entered by Gold Farm, that operates as a segregated entity for dealing with customer deposits and withdrawals of precious metals for the protection of Gold Farm customer deposits and withdrawals. Any storage agreement entered by Gold Farm with a Vault Operator provides that allocated precious metals will be specifically identified and physically segregated always. The responsibility for the physical storage and safekeeping of your bullion lies with the Vault Operator. Gold Farm's responsibility and liability relating to the storage of precious metals 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:

- i. Gold Farm agrees to pay the fees to cover the costs of storage and insurance for your precious metals as long as you remain a customer of Gold Farm pursuant to this Agreement.
- ii. You authorize us to act as bailee on your behalf and to provide instructions to the Vault Operator and insurance company in such capacity.
- iii. Gold Farm offers free storage of precious metals up to 300,000 grams per Gold Farm Affiliate Account and up to 3000 grams per User Account, determined always at Gold Farm's sole discretion.
- iv. Once a Gold Farm customer has reached the limit in their Gold Farm Account, the customer will be notified to make additional arrangements to remain under the limit or be billed at a rate of 2% per month of total valuation of the metals in the account as determined by the spot price on the 1st day of the month.

d. **Interest in Allocated Precious Metals:** The balance of precious metals in your Gold Farm Account quantifies your interest in the bars of allocated, segregated, identifiable, precious metals stored at the Vault Operator on behalf of Gold Farm's customers. Allocated precious metals means that, for every gram/ounce held in accordance with this Agreement, there is an identical quantity of precious metals in allocated storage in the Vault Operator. The precious metals are contained within discrete and identifiable forms of physical bullion that meet the chain of integrity standard.

e. **Insurance:** Gold Farm will ensure your bullion is insured against theft and damage according to the accepted insurance standards of the bullion industry. Gold Farm confirms to you that, in each storage agreement, the Vault Operator agrees to provide Gold Farm with documentary evidence of insurance. You can request documentary evidence of insurance for your bullion by contacting our customer service team.

## 9. TRANSFERRING PRECIOUS METALS TO AND FROM OTHER CUSTOMERS

- a. **Transfer Limits:** Gold Farm may, at its discretion, impose limits on the amount of precious metals you can transfer to another customer through the Services, including precious metals you transfer for purchases, to assist in protecting the integrity of the Gold Farm system or our customers from loss, or prevent fraud and limit the risk of money laundering and terrorism financing. If you have an Affiliate Verified Account, we may increase your transfer limits.
- b. **Payment method limitations:** To manage risk, Gold Farm may limit the transfer methods available for a transaction. In addition, transfer methods may be limited if you make a Gold Farm transfer through certain third-party websites or applications.
- c. **Acceptance of transfer:** If you attempt to initiate a transfer of precious metals via an email address that does not have a Gold Farm Account associated with it, the transaction will be rejected if the recipient does not sign up for a Gold Farm Account within 72 hours. If you transfer precious metals to any other Gold Farm customer, the transaction cannot be reversed outside of the terms of this agreement. You agree that you will not hold Gold Farm liable for any damages resulting from a recipient's decision not to accept a transfer of Gold by signing up for a Gold Farm Account. Any unclaimed, refunded or denied transfer will be returned to your Balance within 30 Days of the date you initiated the transfer.
- d. **Accuracy:** You are responsible for confirming the accuracy of the information you provide about each transfer of precious metals that you initiate, including the email address or telephone number of the recipient, and the amount of the transaction.
- e. **Mobile App:** If you use the mobile app, you are responsible for any fees that your phone service provider charges for such use, including fees for SMS or data usage. Your phone service provider is not the provider of the Gold Farm Services.
- f. **Gold Farm User Accounts:** For the avoidance of doubt, you cannot transfer precious metals to another user who has a Gold Farm User Account. Gold Farm cannot receive or make P2P transfers between User Accounts. Transfers are only available for Affiliate Verified accounts on the Gold Farm network.
- g. **Receiving Precious Metals** If you are selling goods or services, you may not ask the buyer to send you a personal transfer for the purchase. If you do so, Gold Farm may remove your ability to accept Personal Transfers.
- h. **Receiving Limits:** We may, at our discretion, impose limits on the amount of precious metals that can be transferred to you. You can view your receiving limit, if any, by logging into your Gold Farm Account Profile. We may increase your receiving limit if you complete our customer identity verification process.
- i. **Transaction Review:** Gold Farm reserves the right to review certain potentially high-risk transactions. If a transaction is being reviewed, Gold Farm may place a hold on the transaction and provide notice to the recipient. Gold Farm will then conduct a review and either clear or cancel the payment. If the transaction is cleared, Gold Farm will provide notice to the recipient. Otherwise, Gold Farm will cancel the transaction and the precious metals will be returned to the owner.
- j. **Risk of Reversals, Chargebacks and claims:** When you initiate or receive a transfer of precious metals, you are liable to Gold Farm for the full amount of the transfer plus any applicable fees if the transaction

is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the precious metals transferred to you, plus the applicable Fees listed in section 7 of this Agreement if you lose a claim or a Chargeback, or if there is a Reversal of the transaction. You agree to allow Gold Farm to recover any amounts due to Gold Farm by debiting your Balance. If there is insufficient precious metals in your balance to cover your liability, you agree to reimburse Gold Farm through all other means available by law.

k. **Refund and Reversal currencies:** All refunds and reversals will be made in the form that they were received, in the amount of the transaction.

l. **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. Gold Farm is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

m. **Your Refund Policy and Privacy Policy:** If you sell goods or services, we recommend that you have a published return policy and a published privacy policy on your website or at your point of sale.

n. **Bonus Payments:** From time to time, Gold Farm shall award bonus transfers of precious metals to its users, including but not limited to, birthday bonus payments. These bonus payments shall be subject to deduction at Gold Farm's discretion should the customer who is awarded the bonus have an inactive Account for 60 or more days.

o. **Eligibility:** In order to be eligible for sending or receiving transfers, Affiliate must be a United States resident (a) have an Affiliate Verified Account and (b) live in a state which has the payment functionality available from time to time.

## 10. SALE AND PURCHASE OF PRECIOUS METALS

a. **Purchasing Precious Metals:** You may purchase precious metals through the Gold Farm Platform in accordance with this Agreement by way of payments made with currency from a personal authorized bank account, virtual currency wallet, debit or credit card, in your own name which you have linked to your Gold Farm Account. In certain circumstances, Gold Farm may be required to reject a wire sent to it and will be unable to settle a purchase as instructed. This may happen if the details you provide are insufficient, the receiving institution cannot be identified, amounts less than 5 grams, or the currency is not one of the currencies accepted by Gold Farm 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 Gold Farm, in its discretion, deems to pose a high risk. When you send a wire transfer or use a debit card to purchase, you are requesting an electronic transfer from your bank account. For these transactions, Gold Farm will make electronic transfers from your bank account in the amount you specify. You agree that such requests constitute your authorization to Gold Farm to make the transfers. Once you have provided your authorization for the transfer, you will not be able to cancel the electronic transfer. You give Gold Farm the right to resubmit any debit you authorized that is returned for insufficient or uncollected precious metals. Gold Farm's minimum buy order is 5 grams.

b. **Selling Precious Metals:** You may, at any time, request the sale to Gold Farm of the precious metals in your Gold Farm Account. Gold Farm is not obligated to purchase the precious metals. Any sale to Gold Farm will be at the sell price at the time of processing, determined by Gold Farm in its discretion from

time to time. You authorize Gold Farm to identify the specific assets that it will purchase (although you may limit Gold Farm to purchasing assets held in a designated vault). Gold Farm will reflect the sale in your Gold Farm Account immediately, but ownership to the assets will transfer to Gold Farm when it initiates payment to you. When Gold Farm accepts your request to sell to it, Gold Farm will send the payment to your Prepaid Card or your authorized personal bank account. Gold Farm will pay you for the Gold that it purchases in the currency that you designate (if Gold Farm agrees to make payments in that currency). The daily amount you may instruct Gold Farm to send to your Prepaid Card as payment for sales of precious metals to Gold Farm might be limited by the third-party operator that issues or manages the Prepaid Card and Gold Farm reserves the right to limit transactions in its discretion. Gold Farm does not allow payments for purchases to be made with a third-party wire transfer and will not pay for precious metals that it purchases by making a third-party wire transfer. Gold Farm will initiate payment to your bank account or Prepaid Card as instructed by you and agreed to by Gold Farm.

#### **c. Price Calculation:**

You agree that the price for any purchase or redemption of precious metals for any transaction within your Gold Farm Account will be based on the Best Bid or Offer (“BBO”) in each respective vault location as reflected by the pricing engine. You accept that the pricing engine collects and distributes real-time prices from bullion counterparties quoting bids and offers for the purchase or sale of physical bullion at each respective vaulting location where Gold Farm maintains a Vault. These prices are reproduced on the Gold Farm Website continuously, with the live price displayed, being the average of the BBO at any given time. The price at which Gold Farm will sell to you is the BBO plus the applicable rate. However, should you make a purchase of 20 grams or less, the transaction fee applied shall be 1% or the applicable rate, whichever is greater. 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 Gold Farm Website. Price engine prices will reflect the internal liquidity provided by the Gold Farm 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.

#### **d. Restrictions:**

- i. Gold Farm reserves the right to restrict customers, at its discretion, from sending proceeds from the sale of precious metals to a bank account held outside their country of residence.
- ii. Gold Farm further reserves the right to reject or suspend a sale, at its discretion, in circumstances where it has queries or concerns, including but not limited to source of funds, verification of user, or payment source.
- iii. If a customer’s Account is closed or suspended in accordance with these Terms, Gold Farm is entitled, at its discretion, to credit the User’s credit card with the original national currency amount, foregoing any profit or loss made in the spot price in the interim period.

### **11. PREPAID CARDS**

a. **Application:** Upon verification of your Gold Farm Account, you can apply for a Prepaid Card which is linked to your Gold Farm Account. If your Prepaid Card application is approved by our third-party partner, which approval is subject to your provision of any information and documentation requested by

Gold Farm and given at the sole discretion of Gold Farm, you will be issued a Prepaid Card by our third-party partner. The Prepaid Card will allow you to access the precious metals in your Gold Farm Account to complete purchases with the Prepaid Card.

b. **Applicable terms:** In addition to the terms set out in this Agreement, your Prepaid Card will also be subject to the terms and conditions set out in the Cardholder Agreement between you and our third-party partner.

## 12. REDEEMING PHYSICAL PRECIOUS METALS

a. **Physical Precious Metals:** You can redeem physical precious metals in the form of bars or bullion shot/ casting grain, subject to the products offered by Gold Farm from time to time through your Gold Farm Account on the Gold Farm Platform, provided that you hold sufficient precious metals and are subject to withdrawal limits.

b. **Fees and Charges:** Physical redemptions are subject to a shipment processing fee payable from the redeeming Gold Farm Account. Redemptions of physical products will incur shipping and insurance charges which will be agreed with you in advance. You are responsible for the payment of any insurance, delivery, and transportation fees, which will be advised to you and 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 Gold Farm and paid for by you. It is your responsibility to ensure that sufficient precious metals are available in your Gold Farm Account at the effective time of any transfer or payment to satisfy in full any such Gold transfer or payment. Requested transactions may not be processed if you do not have sufficient precious metals in your Gold Farm Account.

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

## 13. RESTRICTED ACTIVITIES

You agree that you will not:

- a. Breach this Agreement or any other agreement or policy that you have agreed to with Gold Farm;
- 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 Gold Farm's or any third party's intellectual property rights, including copyright, patent, trademark, trade secret, or rights of publicity or privacy;
- d. Sell counterfeit goods;
- e. Act in a manner that is defamatory, trade libelous, threatening, or harassing;
- f. Provide false, inaccurate, or misleading information;

- g. Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- h. Conduct your business or use the Gold Farm Services in a manner that results in, or may result in, complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties, and other liability to Gold Farm, other users, third parties, or you;
- i. Have a credit score from a credit reporting agency that indicates a high level or risk associated with your use of the Gold Farm Services;
- j. Use your Gold Farm Account or the Gold Farm Services in a manner that Gold Farm, Visa/MasterCard, or any electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- k. Access the Gold Farm Services from a country that is not included on Gold Farm's permitted countries list;
- l. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our Website without our prior written permission; or use any device, software, or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our Website or the Gold Farm Services;
- m. Take any action which may cause Gold Farm to lose any of the services from our internet service providers, payment processors, or other suppliers;
- n. Allow your use of the Gold Farm Services to present to Gold Farm a risk of non-compliance with Gold Farm's anti-money laundering, counter terrorist financing, and similar regulatory obligations (including, without limitation, where we cannot verify your identity); or
- o. Harass and/or threaten Gold Farm employees, agents, or other users. ("Restricted Activities")

#### **14. ACCEPTABLE USE POLICY**

**a. Policy:** You may not use the Gold Farm Platform or Gold Farm Services for activities that:

- i. violates any law, statute, ordinance, or regulation, including but not limited to the laws of Wyoming, United States of America, or that applicable in the territory in which you reside.
- ii. relate to transactions involving (i) narcotics, steroids, certain controlled substances, or other products that present a risk to consumer safety, (ii) drug paraphernalia, (iii) cigarettes, (iv) items that encourage, promote, facilitate, or instruct other to engage in illegal activity, (v) stolen goods including digital and virtual goods, (vi) the promotion of hate, violence, racial intolerance or the financial exploitation of a crime, (vii) items that are considered obscene, (viii) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (ix) certain sexually oriented materials or services, (x) ammunition, firearms or certain firearm parts or accessories, (xi) certain weapons or knives regulated under applicable law or (xii) gambling, gaming, including but not limited to casino

games, sports betting, racing, or other ventures that facilitate gambling. iii. relate to transactions that (i) show the personal information of third parties in violation of applicable law, (ii) support pyramid or Ponzi schemes, matrix programs, other 'get rich quick' schemes or certain multi-level marketing programs, (iii) are associated with purchases of annuities or lottery contracts, layaway systems, offshore banking or transactions to finance or refinance debts funded by a credit card, (iv) are for the sale of certain items before the seller has control or possession of the item, (v) are by payment processors to collect payments on behalf of merchants, (vi) are associated with the sale of traveler's checks or money orders, (vii) involve currency exchanges or check cashing businesses, (viii) involve certain credit repair, debt settlement services, credit transactions or insurance activities, or (ix) involve offering or receiving payments for the purpose of bribery or corruption.

- iv. i. involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent.

## 15. YOUR LIABILITY: ACTIONS GOLD FARM MAY TAKE

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

b. **Liability for Claims under Gold Farm Affiliate and Verified Account Protection:** Where protection applies to you and you are a transferrer, and Gold Farm makes a final decision that you lose a dispute filed directly with Gold Farm, you will be required to reimburse Gold Farm for your liability. Where you receive a transfer from a Gold Farm Affiliate Account holder and we determine under this Agreement that the product received should be returned or reversed, you will be subject to reimburse Gold Farm for your liability. Your liability will include the full purchase price of the item or services plus the original shipping cost, if applicable (and in some cases you may not receive the item back). You will not receive a refund of your Gold Farm fees.

c. **Reimbursement for Your Liability:** In the event that you are liable for any amounts owed to Gold Farm, Gold Farm may immediately remove precious metals equal in value to such amounts from your precious metals balance.

d. **Restricted Activities:** If Gold Farm, in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect Gold Farm, other customers, 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 your Gold Farm Account or Gold Farm Services (such as limiting access to any of your payment methods, and/or your ability to transfer, sell to Gold Farm, make withdrawals, or remove financial information); Subject to applicable privacy laws, we may contact customers who have purchased goods or services from you, contact your bank or credit card issuer, and/or warn other Users, law enforcement, or impacted third parties of your actions; We may update inaccurate information you provided to us; We may refuse to provide the Gold Farm Services to you in the future; We may hold your precious metals for up to 180 Days if reasonably needed to protect against the risk of liability or if you have violated our Acceptable Use Policy; We may take legal action against you; and If you violate the Acceptable Use Policy, in addition to the above actions, you will be liable to Gold Farm for the amount of

Gold Farm's damages caused by your violation of the Acceptable Use Policy. Gold Farm may deduct such damages directly from any existing Balance in the offending Gold Farm Account, or any other Gold Farm Account you control.

e. **Termination:** Gold Farm, in its sole discretion, reserves the right to terminate this Agreement, access to the Gold Farm Website, or access to the Gold Farm Services for any reason and at any time upon notice to you and payment to you of any unrestricted Gold held in custody for you.

f. **Holds:** Gold Farm reserves the right to implement the following holds: Risk-Based Holds. Gold Farm implements many layers of advanced transaction, and account monitoring for your safety. To protect you and other Gold Farm customers, Gold Farm, in its sole discretion, may place a hold on any or all of the transfers to you when Gold Farm believes there may be a high level of risk associated with you, your Account, or any or all of your transactions. Gold Farm's determination may be based on a number of different factors and Gold Farm may rely on information it receives from third parties. If Gold Farm places a hold on a payment, the Gold payment will appear as "Pending". Gold Farm will release the hold on any products transfer after 21 Days from the date the product was received into your Account unless you receive a dispute, claim, Chargeback, or Reversal or Gold Farm has taken another action permitted under this Section. Gold Farm, in its sole discretion, may release the hold earlier under certain circumstances. If you receive a dispute, claim, Chargeback, or Reversal, Gold Farm may continue holding the products in your Gold Farm Account until the matter is resolved pursuant to this Agreement. If a User files a dispute, claim, Chargeback or Reversal in connection with a transfer to you, Gold Farm may place a temporary hold on the precious metals in your Account to cover the amount of the liability. If you win the dispute or the transaction is eligible for Gold Farm's Affiliate Account protection, Gold Farm will lift the temporary hold. If you lose the dispute, Gold Farm will remove the precious metals from your Gold Farm Account.

g. **Reserves:** Gold Farm, in its sole discretion, may place a Reserve on precious metals held in your Gold Farm Account when Gold Farm believes there may be a high level of risk associated with your Gold Farm Account. If Gold Farm places a reserve on products in your Gold Farm Account, they will be shown as "pending" in your Gold Farm balance. If your Account is subject to a reserve, Gold Farm will provide you with notice specifying the terms of the reserve. The terms may require that a certain percentage of the amounts received into your Account are held for a certain period of time, or that a certain amount of precious metals are held in reserve, or anything else that Gold Farm determines is necessary to protect against the risk associated with your Gold Farm Account. Gold Farm may change the terms of the reserve at any time by providing you with notice of the new terms.

h. **Gold Farm Account Closure, Termination of Service, Limited Account Access:** If we close your Gold Farm Account or terminate your use of the Gold Farm Services for any reason, we will provide you with notice of our actions. If we limit access to your Gold Farm Account, including through a reserve or hold, we will provide you with notice of our actions, and the opportunity to request restoration of access if, in our sole discretion, we deem it appropriate. Further, you acknowledge that Gold Farm's decision to take certain actions, including limiting access to your Gold Farm Account by placing holds or imposing Reserves, may be based on confidential criteria that is essential to our management of risk and the security of Users' Gold Farm Accounts and the Gold Farm system. You agree that Gold Farm is under no obligation to disclose the details of its risk management or its security procedures to you.

## 16. PROTECTION FOR SELLERS

- a. **Gold Farm Affiliate Account Protection:** The dispute resolution process we provide Affiliate Account holders. Gold Farm will provide support for any claims made that are based on an “Unauthorized Transaction” or “Item Not Received” to resolve transactions fairly.
- b. **Eligibility:** To be eligible for Gold Farm Affiliate Account protections, you must meet all of the basic requirements listed below under (c) Basic Requirements. To be covered for “Item Not Received protection”, you must meet both the (c) Basic Requirements and (d) Item Not Received Additional Requirements. To be covered for “Unauthorized Transaction protection”, you must meet both the Basic Requirements and the Unauthorized Transactions Additional Requirements listed below under (e).
- c. **Basic Requirements:** You must be a verified Gold Farm Affiliate Account holder. You must transfer the item to the User Account provided by the buyer. You must respond to Gold Farm’s requests for documentation and other information in a timely manner. The item must be a physical, tangible good that can be shipped.
- d. **Item Not Received Additional Requirements:** You must provide Proof of Delivery (defined in (f) below). The item was shipped within 7 Days of receipt of the Gold transfer as payment or, if the gold transfer is for pre-ordered or made-to-order goods, shipment is made within the timeframe specified in your item listing.
- e. **Unauthorized Transactions Additional Requirements:** The transaction must be marked “eligible” for Gold Farm Business Account protection. You must provide Proof of transfer or Proof of Delivery.

## 17. RESOLUTION PARAMETERS

- a. **Protection for Unauthorized Transactions and Processing Errors:** Gold Farm will cover you for the full amount of every eligible unauthorized transaction or processing error within your Gold Farm Account, as long as you follow the procedures set out in this clause 17.
- b. **Scope:** An unauthorized transaction is a type of error that occurs when a product is sent from your Gold Farm Account that you did not authorize 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 Farm Account, and sends a transfer from your Gold Farm Account, an unauthorized transaction has occurred. If you give someone access to your Gold Farm Account (by giving them your login information) and they conduct transactions without your knowledge or permission, you are responsible for any resulting use. These transactions are not covered under any Gold Farm protection programs. Examples of processing errors include products incorrectly taken from your Gold Farm Account or incorrectly placed into your Gold Farm Account, transactions being incorrectly recorded in your Gold Farm Account, a missing transaction, or a transaction not properly identified in your Gold Farm Account history. You may request documentation or information regarding your Account or transaction to determine whether an unauthorized transaction or processing error exists by contacting us at our mailing address or by emailing to [admin@goldfarm.net](mailto:admin@goldfarm.net)
- c. **Notification Requirements:** You should immediately notify Gold Farm if you believe: there has been an unauthorized transaction or unauthorized access to your Gold Farm Account; there is an error in your Gold Farm Account or activity or transaction confirmation sent to you by email; your password has been compromised; your phone on which you have installed the Gold Farm 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 in your Gold Farm Account, you must notify us within 30 Days of any unauthorized transaction and/or immediately when the processing error first appears in your Gold Farm Account activity. You should regularly log into your Dashboard and review your Gold Farm Account activity to ensure that there has not been an unauthorized transaction or processing error. You should also review these transaction confirmations to ensure that each transaction was authorized and is accurate. For unauthorized transactions or processing errors in your Gold Farm Account, notify us at [admin@goldfarm.net](mailto:admin@goldfarm.net)

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

- Your name and email address registered to your Gold Farm Account;
- A description of any suspected unauthorized 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; and
- The amount of any suspected unauthorized 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. **Gold Farm actions after receipt of your notification:** Once you notify us of any suspected unauthorized 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 unauthorized 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 unauthorized transactions or processing error. If we decide that we need more time to complete our investigation, we will provisionally credit your Gold Farm Account for the amount of the suspected error. You will receive the provisional credit within 10 Days of the date we received your notice (or 20 Days for new Gold Farm Accounts). This will allow you to have use of the product until we complete the investigation. We will notify you of the provisional credit within 2 Days of the crediting. If we ask you to put your complaint or question in writing and we do not receive it within 10 Days (or 20 Days for new Gold Farm Accounts), we will not provisionally credit your Gold Farm Account. 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 credit the full amount of the error into your Gold Farm Account within 1 Day of our determination. Or, if you have already received a provisional credit, you will be allowed to retain those amounts. 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 credit, we will remove it from your Gold Farm Account and notify you of the date and amount of the debit. You may request copies of the documents that we used in our investigation.

## 18. PROTECTION FOR BUYERS

a. **Scope:** Gold Farm Verified Account Protection helps Gold Farm Verified Account holders and provides support for claims where you encounter either of these problems: You did not receive the item you paid for with Gold Farm (“Item Not Received” (INR)); or You received an item you paid for from Gold Farm but it is “Significantly Not as Described” (SNAD)”. If your problem is a transaction that you did not authorize, please report the unauthorized transaction through the Transaction Details.

b. **Eligibility:** To be eligible for Gold Farm Verified Account Protection you must: have a Verified Gold Farm Affiliate or User Account in good standing; pay for the eligible item from your Verified Gold Farm Account; pay for the full amount of the item with one payment from your Gold Farm Account.

c. **Coverage Amount:** If you are eligible for Gold Farm Verified Account Protection and Gold Farm finds in your favor on your claim, Gold Farm will reimburse you for the full purchase price of the item and original shipping costs, with no cap on coverage. Gold Farm will not reimburse you for the return shipping costs that you incur to return a Significantly Not as Described item to us or other party specified by Gold Farm.

d. **Relationship between Gold Farm's protection programs and Chargebacks:** This clause applies where you use your credit card to purchase products with Gold Farm. Credit card Chargeback rights, if they apply, are broader than Gold Farm's protection programs. Chargebacks may cover unsatisfactory items even if they do not qualify as SNAD and may cover intangible items. You may pursue a dispute/claim with Gold Farm, or you may contact your credit card company and pursue your Chargeback rights. You may not pursue both at the same time or seek a double recovery. If you have an open dispute or claim with Gold Farm, and also file a Chargeback with your credit card company, Gold Farm will close your dispute or claim, and you will have to rely solely on your Chargeback rights. Before contacting your card issuer, or filing a dispute with Gold Farm, you should contact us to resolve your issue in accordance with our return policy.

e. **Exclusions:** If we reasonably determine, having considered all the relevant circumstances, that you have made an excessive or unreasonable number of claims, Reversals or Chargebacks, we may exclude you from the Gold Farm Verified Account Protection policy and deny all open and future claims, or take any other actions pursuant to this Agreement. We will notify you if you are excluded.

## 19. DISPUTES WITH GOLD FARM

a. **Contact Gold Farm First If:** If a dispute arises between you and Gold Farm, 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 Gold Farm regarding the Gold Farm Services may be reported to our Customer Service 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.

## 20. LEGAL

a. **Limitation of liability:** Nothing in this Agreement excludes or limits the liability of Gold Farm 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 Gold Farm be liable for lost profits or any special, incidental, indirect, or consequential, or punitive damages (including without limitation damages for loss of data or loss of business) 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 parents and 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, Gold Farm, and our 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 Gold Farm Website or Gold Farm Services; (b) delays or disruptions in Gold farm's sites and Gold Farm Services; (c) viruses or other malicious software obtained by accessing the Gold Farm Website or Gold Farm Services or any website or service linked to the Gold Farm Website or Gold Farm Services; (d) glitches, bugs, errors, or inaccuracies of any kind in or on the Gold Farm Website or Gold Farm 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 Gold Farm Account; (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 precious metals 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 Gold Farm 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 Gold Farm's policies. Gold Farm reserves the right to modify its policies and this Agreement at any time consistent with the provisions outlined herein. Gold Farm 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:** Gold Farm, its employees, and its suppliers provide the Gold Farm Services "as is" and without any warranty or condition, express or implied, or statutory. Gold Farm, its employees, and its suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. You are responsible for conducting appropriate due diligence on parties with whom you choose to deal and you accept that Gold Farm does not accept liability for any fraudulent or misleading actions of parties to whom you make and from whom you receive transfer. Gold Farm does not guarantee continuous, uninterrupted or secure access to any part of the Gold Farm Platform, and operation of our site may be interfered with by numerous factors outside of our control. Gold Farm 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 Gold Farm makes no representations or warranties regarding the amount of time needed to complete processing because the Gold Farm 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 the Agreement or closure of your Gold Farm Account.

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 Gold Farm customer is not affected, he or she may terminate this Agreement by closing his or her Gold Farm Account and thereby 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 Gold Farm is reliant) being hacked, and market disruption, Gold Farm reserves the right to adjust an order if the metal and currency quotes received from Gold Farm's data source, when the order was placed, is found to be incorrect. Gold Farm 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 Wyoming. Except as otherwise agreed by the parties, you agree to irrevocably submit to the non exclusive jurisdiction of the courts of Wyoming state for the purpose of any suit, action or other proceeding arising out of this Agreement or your use of the Gold Farm Website or the Gold Farm 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 Gold Farm Limited Partnership, 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 Gold Farm Services.

h. **Assumption of Rights:** If Gold Farm pays out a claim, reversal or Chargeback that you file against a recipient of your transfer, you agree that Gold Farm assumes your rights against the recipient and third parties related to the transfer and may pursue those rights directly or on your behalf, at Gold Farm's discretion.

i. **Release of Gold Farm:** If you have a dispute with one or more users, you release Gold Farm (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.

- j. **Death or incapacity:** If you die or otherwise become incapacitated, we will take instructions in respect of your Gold Farm Account from your authorized executor or administrator upon delivery to us of sufficient proof of authority of such executor or administrator and the documentation as requested.
- k. **Right of set-off:** You shall be under an obligation to pay all amounts due under this Agreement in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off, or counterclaim against Gold Farm in order to justify withholding or disputing payment of any such amount in whole or in part. Gold Farm may, without limiting its other rights or remedies, set-off any amount owing to it (or to any of its affiliates) by you against any amount payable by Gold Farm to you.
- l. **Entire agreement:** This Agreement, along with any applicable policies and specific account agreements, sets forth the entire understanding between you and Gold Farm 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.
- m. **Rights of third parties:** A person who is not a party to this Agreement shall not have any rights under or in connection with it.
- n. **No agency or partnership:** Except as otherwise expressly provided for in this Agreement, nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- o. **Void where prohibited:** Although the Gold Farm Website is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Gold Farm Website are available to all persons or in all geographic locations, or appropriate or available for use outside of the United States of America. Gold Farm reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Gold Farm Website is void where prohibited. If you choose to access the Gold Farm Website from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.
- p. **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.
- q. **Ownership:** Gold Farm Limited Partnership, a company formed under the laws of the State of Wyoming, is the merchant for transfers. By use of the services, you provide express permission to Gold Farm Limited Partnership to use the Website.

## 21. 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, any account-opening documentation (including an electronic registration form you complete when applying for a Gold Farm Account) and any other documents, terms and conditions, or policies which are expressly stated by Gold Farm to form part of the agreement between us and you;

**"Balance"** means the precious metals amount by weight on your Gold Farm Account;

**"Chargeback"** means a request that is filed directly with a debit or credit card payments.

**"Customer", "user", "you"** means a person who has registered and has been accepted by us for a Gold Farm Account on the Gold Farm Website or Gold Farm Mobile App including satisfactorily completing the applicable verification requirements in accordance with this Agreement;

**"Customer Service Team"** is Gold Farm's support team for Gold Farm Accounts which can be accessed online or by emailing support@goldfarm.net. Our Customer Service team will respond to you within 2 working days between the hours of 9am to 5pm EST Monday to Friday, excluding public holidays.

**"Days"** means working days; Monday through Friday 9am to 5pm EST

**"Disclaimer"** means the general disclaimer of liability that appears on the Gold Farm Website with these terms and conditions, 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 Farm", "we", "us", or "our"** means Gold Farm Limited Partnership, a Limited Liability Limited Partnership pursuant to the laws of Wyoming and Network subsidiaries.

**"Gold Farm Platform"** means the Gold Farm private and public website accessible at [www.goldfarm.net](http://www.goldfarm.net) amended from time to time (the "Website"), the Gold Farm or Application Programming Interface ("API"), the Gold Farm Community (Community") and any associated Gold Farm-hosted websites or mobile applications ("Mobile App") (collectively the "Gold Farm Platform").

**"Gold Farm Profile"** means the location on the Gold Farm Platform where you can, after logging in, view and manage your profile, including your personal information, payment method details, preapproved

payment authorizations, your selling tools, and your Account settings including your notification preferences and permissions.

**"Gold Farm Services"** means the Gold Farm Platform and any of the services provided to you by Gold Farm, together with the Gold Farm Platform.

**"Gold Farm Website"** means the Gold Farm private and public website accessible at [www.goldfarm.net](http://www.goldfarm.net) amended from time to time;

**"Gold Farm Account"** means the electronic record of precious metals that you hold, quantity of precious metals held by or for you or on your behalf (as the case may be) at the Vault; your transactions with us; the fees levied by us for services provided to you.

**"Information"** means any confidential and/or personally identifiable information or other information related to a Gold Farm Account or customer, 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 characters that you may use to access your Gold Farm Account;

**"Proof of Shipment"** is online documentation from a shipping company that includes the date the item was shipped and the recipient's address matching the shipping address provided by the Buyer and showing at least the city and province, or city and country or postal code (or international equivalent).

**"Proof of Delivery"** for intangible or virtual items or services is online documentation satisfactory to Gold Farm that the item or service was provided to the customer, such as evidence that a file has been downloaded as of a particular date.

**"Proof of Delivery"** for tangible items is online documentation from a shipping company that includes the date the item was delivered, the item's status as delivered, the recipient's address matches the shipping address provided by the Buyer, the recipient's address, showing at least the city and province, or city and country or postal code (or international equivalent), and signature confirmation. Signature Confirmation is online documentation that can be viewed at the shipping company's website indicating that the item was signed by the recipient acknowledging delivery.

**"Privacy Policy"** means the privacy policy (as amended from time to time) that is described in this agreement, which policy forms part of this Agreement;

**"Restricted Activities"** are the activities defined in clause 4 of this Agreement;

**"Reversal"** means Gold Farm reverses a transfer of product you received because (a) it is invalidated by the sender's bank, (b) it was sent to you in error by Gold Farm or an Affiliate Account, or any direct or indirect Gold Farm subsidiary or third party provider, (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 Gold Farm agreement, or (e) Gold Farm decided a claim against you.

**"Significantly Not as Described"** means an item that is materially different from what the Seller described in the item listing. Here are some examples: You received a completely different item. For example, you purchased a book and received a DVD or an empty box. The condition of the item was

misrepresented. For example, the description when you bought the item said “new” and the item was used. The item was advertised as authentic but is not authentic. The item is missing major parts or features which were not disclosed in its description when you bought the item. You purchased three items from a Seller but only received two. The item was damaged during shipment.

An item is not Significantly Not as Described if it is materially similar to the Seller’s item listing description. Here are some examples: The defect in the item is correctly described by the Seller. The item was properly described but you didn’t want it after you received it. The item was properly described but did not meet your expectations. The item has minor scratches and was listed as used condition.

**"Vault"** means the service provider appointed by us in accordance with clause 8 to store precious metals on behalf of our customers.