



## BullionZ - Terms and Conditions (BT Exchange (LT) UAB and BT Exchange CZ a.s)

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## 1. Introduction

1.1. The **Terms and Conditions** [hereinafter also referred to as: ‘the/this/these Terms and Conditions’, ‘Terms’, ‘T&C’, ‘Agreement’, and/or ‘Document’, wherever the context permits or requires] listed below dictates the procedure for:

- a) Purchasing, delivery, and storing of **Precious Metal Products** [hereinafter also referred to as: ‘the/this/these/our Product(s)’ ‘Item(s)’, ‘Good(s), and/or ‘Inventory’, wherever the context permits or requires] via the **E-Shop** [hereinafter also referred to as: ‘Online Shop’, ‘eCommerce Store’, and/or ‘Online Store’, wherever the context permits or requires]; and
- b) Exchanging or trading [hereinafter also referred to as: ‘the/this/these/our Service(s), wherever the context permits or requires] **Precious Metal-Backed Virtual Currencies or Digital Assets** [hereinafter also referred to as: ‘Virtual Currency(ies)’, ‘Digital Asset(s)’, and/or ‘Token(s)’, wherever the context permits or requires] via the **Exchange Platform**, [hereinafter also referred to as: ‘Trading Platform’, and/or ‘Platform’, wherever the context permits or requires].

1.2. The aforementioned E-Shop and Exchange Platform, along with a wide array of additional offerings are all located on the URL, [www.BullionZ.com](http://www.BullionZ.com) [hereinafter also referred to as: ‘Website’, ‘Domain’, ‘Site’, wherever context permits or requires], which is operated by **BullionZ** [hereinafter also referred to as: ‘we’, ‘us’, ‘our’, ‘Company’, and/or ‘Brand’, wherever the context permits or requires], a Company who holds registered offices at Office 801, 251G Okolovrasten pat, Mladost District, Sofia, Bulgaria, 1766, and who is duly owned by **AG Bullion LTD** [hereinafter also referred to as: ‘The Parent Company’, and/or ‘Parent’, wherever the context permits or requires].

1.3. AG Bullion LTD also serves as the Parent Company of **BT Exchange (LT) UAB and BT Exchange CZ** [hereinafter also referred to as: ‘The Daughter Company’, and/or ‘Daughter’, wherever the context permits or requires] whose registered addresses are at Gedimino pr. 20, Vilnius, Lithuania, LT-01103 and Evropska 2758/11, 160 00, Praha 6 - Dejvice. **BT Exchange (LT) UAB** and **BT Exchange CZ** are responsible for all Virtual Asset Service

Provider (VASP) services, including but not limited to digital asset transactions, custody, and related services.

- 1.4. In addition, all consumer payments for VASP-related services are processed by BT Exchange LT and BT Exchange CZ.
- 1.5. Users engaging with the services offered by any of these entities acknowledge that they are contracting with the respective entity responsible for the specific service in question.
- 1.6. Complaints regarding VASP-related services must be directed to BT Exchange LT or BT Exchange CZ, depending on which entity provided the service. Complaints regarding gold purchases and gold-related transactions must be directed to AG Bullion Ltd."
- 1.7. This Document constitutes a legally binding agreement between the Company, Parent, and a **Customer**—defined as any natural person, public body, legal entity, and corporate or unincorporated body [*hereinafter also referred to as: 'User(s)', 'Client(s)', 'Visitor(s)', 'Lead(s)', 'you', 'your', 'yours', 'yourself', 'they', 'them', 'their', and/or 'themselves', wherever the context permits or requires*] who shows interest in, applies for, and/or creates an account with the Company and/or employs direct or even indirect use of the Company's or Parent's Website, Platform, Services, Products, E-Shop, and/or materials in any way.
- 1.8. This Document is governed by and construed in accordance with the laws of Lithuania.
- 1.9. Throughout these Terms, any and all words importing the singular shall, wherever the context permits or requires, include the plural and vice versa. Additionally, any and all words importing gender or neutrality shall include both genders and/or any neutrality. Finally, any and all words importing persons shall also—wherever the context permits or requires; include natural persons, public bodies, legal entities, and any corporate or unincorporated body.
- 1.10. These Terms are written and therefore shall be construed and interpreted in English.
  - a) If BullionZ or the Parent provides these Terms in any other language to any other jurisdiction, all relevant parties acknowledge and agree that the translation shall only be construed as indicative of this English version.
  - b) Where and only if there exists any inconsistency between the translated version and the English version, the English version shall prevail.
- 1.11. These Terms in its entirety, include, but are not limited to the subsequent Articles, Sections, Clauses, and Subclauses, along with any amendments, appendixes, or any other versions, document, legal notice, form, webpage, agreement, or contract, referenced to directly or indirectly in writing or otherwise herein or through any method by the Parent or Company in any way.

## 2. **General**

- 2.1. This Agreement comprises an entire legally binding contract between the Company, the Parent, and the Customer [*hereinafter collectively and individually also referred to as: 'the/this/these Party(ies)'*], wherever the context permits or requires] relating to the subject matter hereof and each of the Parties acknowledges that it has not entered into this Agreement relying on any representation, statement, or document, whether oral or in writing, other than those expressly incorporated in this Agreement.
- 2.2. By accepting this Agreement, the Customer consents that the Company may engage any of its affiliates, associates, or employees for the purposes of providing the Customer with general support and servicing.
- 2.3. The granting by the Customer or the Company at any time or concession in respect of any breach of this Agreement by the other will not be considered as a waiver of that breach.
- 2.4. In addition to any other right to withhold payment, the Company may at any time and without notice to the Customer, set off any amounts owed between the Customer and the Company.
  - a) If the Company exercises this right and shows that the amounts due to the Company exceed the amounts due to the Customer, the Customer shall immediately pay such excess to the Company.
  - b) For this purpose, any amounts due or available within joint accounts held with another person(s) will be the responsibility of each of the joint account holders in equal part.
- 2.5. If, at any time, any Article, Section, Clause, and/or Subclause of this Agreement becomes illegal, invalid, or unenforceable; the legality, validity, or enforceability of any other or remaining Article, Section, Clause, and/or Subclause in this Agreement shall not be affected in any way.
- 2.6. This Agreement, and any other obligations connected with it, are governed by, and construed in accordance with Lithuanian Financial Crime Investigation Services guidelines and Lithuanian law.

### 3. **Definitions**

- 3.1. Within this Document, these words, phrases, and expressions shall have the following meaning:
  - **“Acceptance of an Order”** – a purchase and sale contract concluded between the buyer and seller, regarding items ordered, and is available upon the moment of delivery to the buyer.
  - **“Additional Fees”** – an additional cost, exceeding the original listed value of an item, related to the processing, delivery, and insurance of purchased items to the Customer.

- **“Buyer(s)”**, **“Customer(s)”**, **“Client(s)”**, **“Lead(s)”**, **“Visitor(s)”** – refers to an able-bodied natural person, public body, legal entity, and corporate or unincorporated body who has reached 18 (eighteen) years of age, visits the site, and/or has or is interested in using and purchasing BullionZ’s Products and/or Services via its E-Shop located on the Website and/or the Website itself.
- **“Company”** – refers to the BullionZ brand name directly.
- **“Crypto-to-Crypto Trading”** – refers to transactions in which one virtual currency is exchanged for another virtual currency.
- **“Crypto-to-Fiat Trading”** – refers to transactions in which virtual currency is exchanged for fiat currency.
- **“Daughter Company”** - "Daughter Company" refers to BT Exchange (LT) UAB and BT Exchange CZ, both subsidiaries of **AG Bullion Ltd.**, responsible for Virtual Asset Service Provider (VASP) services, including digital asset transactions, custody, and related services.
- **“Digital Asset”** – refers to virtual currency that exists or is stored in digital form.
- **“Fiat-to-Crypto Trading”** – refers to transactions in which fiat currency is exchanged for virtual currency.
- **“Customer Account(s)”** – refers to an account that is created for the Customer’s use of the Company’s Website, Platform, E-Shop, and full range of Services and Products, and one that the Customer will be required provide information for in order to access.
- **“Customer Information”** – refers to a password and such information which may be provided by the Customer as part of our security and verification procedures.
- **“Customer Money”** – refers to funds the Customer deposits into their Customer Account in order to facilitate their use of the Company’s Website, Platform, E-Shop, and full range of Services and Products, via one of the numerous deposit methods options the Company provides.
- **“Electronic Service(s)”** – the way BullionZ provides customers with the opportunity to purchase precious metal products from their E-Shop, employ the full use of their Services, and/or contact a representative of BullionZ through methods provided on its Website.
- **“E-Shop”** – a specific page(s) on the Website that acts as an eCommerce online store, through which customers can view offered precious metal products for sale, buy them, and place physical orders for delivery and storage.
- **“Order”** – an individual request for the purchase of selected items available in the Customer’s E-Shop shopping cart.
  - Where context permits or requires, this term may also refer to an execution of a trade or exchange order through the Company’s Exchange Platform.
- **“Order Confirmation”** – the process by which the seller confirms to the buyer that the order made has reached a sales representative. Upon receipt of an order confirmation, the buyer may no longer reject the order. However, a buyer’s acknowledgment of receipt of the order confirmation is not equivalent to its acceptance by the seller.
- **“Parent Company”** – refers to AG Bullion LTD, the Parent Company of BullionZ and BT Exchange (LT) UAB and BT Exchange CZ..

- **“Party(ies)”** – collectively refers to all entities bound to this Agreement including the Company, Parent, and Customer.
- **“Partner(s)”** – refers to any outside institution, company, or brand, unaffiliated or connected to the Company and its Parent, yet aids them with providing and offering its goods and Services to customers, including, but not limited to: payment service providers, financial institutions, shipping courier services, security firms, etc.
- **“Platform”** – a specific page(s) on the Website that acts as a trading portal, through which customers can exchange virtual currencies for fiat or other virtual currencies and vice versa.
- **“Precious Metal(s)”** – refers to metals that are rare and have a high intrinsic and economic value due numerous reasons including, but not limited to, scarcity, usage, hedge against currency inflation, and role throughout history. The most popular precious metals with investors are gold, platinum, and silver.
- **“Product(s)”, “Good(s)”, “Item(s)”, or “Inventory”** – the physical precious metal goods in the form of coins and bullion bars, presented and offered for sale, delivery, and storage via BullionZ’s product catalog as seen on the E-Shop of the Website.
- **“Seller”** – refers to BullionZ as a company or brand, in relation to the E-Shop and Website they own, supply, and manage.
- **“Services”** – broadly encompasses the full statute of all physical and digital offerings displayed throughout the E-Shop, Website, and Platform as a whole, including, but in no way limited to, trading, delivery, shipping, vaulting, storage, insurance, and other physical and financial services related to the physical and virtual precious metal offerings of BullionZ.
- **“Shopping Cart”** – a function within the E-Shop portion of the Website, through which the items selected for purchase by the buyer are stored. Items may be added, removed, or amended within this cart, before continuing to the purchasing stage of the sales process.
- **“Systems”** – broadly yet collectively encompasses all online and electronic based platforms, e-shops, webpages, sub-pages, and/or forms, that are located directly or indirectly through the Website, along with any other program the Company employs and enables BullionZ to conduct its operations.
- **“Value of the Items”** – the sum total value of the goods selected for purchase by the buyer within their shopping cart.
- **“Value of the Order”** – the total value of the order that the buyer has to pay, including value of the items, additional fees, taxes, and other statutory expenses.
- **“Virtual Currency(ies)”** – shall mean a digital representation of precious metal value that does not possess a legal status of currency or money, that is not issued or guaranteed by a central bank or any other public authority, is not necessarily attached to a currency, but is accepted by natural person as a means of exchange and which can be transferred, stored, and traded electronically.
- **“Website”, “Site”, or “Domain”** – refers to the URL; [www.BullionZ.com](http://www.BullionZ.com), through which one may access the BullionZ Trading Platform, E-Shop, along with the full range of its Systems and Services.

#### **4. About the Electronic Service**

- 4.1.** The electronic services that the Company provides via its Website give potential and existing customers an opportunity to purchase the offered Products displayed on its E-Shop and trade virtual currencies via its Services as displayed on its Exchange Platform.
- a)** Said services are provided by BullionZ for a fee, in strict compliance with these Terms and the generic terms of its main website.
- 4.2.** Every potential or existing customer must possess the necessary knowledge and tools to access the E-Shop, Platform, make a choice, and place an order.

#### **5. Eligibility**

- 5.1.** By registering to use BullionZ's Systems, Services, and Products via their Website or any associated registration form, the Customer hereby represents, consents and warrants that:
- a)** As an individual, they are at least 18 years of age or are of legal age to form a binding contract under applicable laws;
- b)** As an individual, legal person, or other organization, they have full legal capacity and sufficient authorizations to enter into this Agreement;
- c)** They have not been previously suspended or removed from using BullionZ's Systems, Services, or Products;
- d)** They do not currently hold a BullionZ account;
- e)** They are not located in, or a resident of any restricted jurisdictions which BullionZ cannot operate in;
- f)** They will not use BullionZ's Systems, Services, and/or Products if any applicable laws in the Customer's jurisdiction prohibit the Customer from doing so; and
- g)** They are a non-U.S. resident natural or legal person.
- 5.2.** The Customer is solely responsible for ensuring that they are compliant with these Terms along with all laws, rules, and regulations applicable to them. If the Customer's right to access the Company's Systems, Services, and Products is revoked or is in any way prohibited, in such circumstances, the Customer agrees not to use or access the Company's Systems, Services, and Products in any way.

#### **6. Accounts**

- 6.1.** When a Customer signs up via the Company's Website or any registration forms, an account will be created for the Customer's use of and access to the Company's Systems [*hereinafter also referred to as: 'Customer Account(s)'; wherever the context permits or requires*].

- 6.2.** The log-in details for the Customer Account(s) will be determined by the Customer or by someone whom the Customer has entrusted and consented to.
- 6.3.** In relation to the log-in details, the Customer acknowledges and undertakes, including, but not limited to the following:
- a)** The Customer will be responsible for the confidentiality and use of their log-in details;
  - b)** The Customer will change their password regularly;
  - c)** Void of the Company's prior written consent, the Customer will not disclose the Customer's log-in details to other persons for any purpose whatsoever;
  - d)** Without limiting the generalities of this Agreement, the Company may rely on all instructions, orders, and other communications entered using the Customer's log-in details, and the Customer will be bound by any resulting transaction entered into or expense incurred on their behalf as performed through their account(s); and
  - e)** The Customer will immediately notify the Company if they become aware of the loss, theft, or disclosure to any third party or of any unauthorized use of their account(s) or log-in details.
- 6.4.** The Customer acknowledges that their account(s) is provided for use to only the Customer or by others the Customer has permitted to use their account on their behalf.
- 6.5.** If the Customer tells the Company or the Company believes that a Customer's account has been compromised, the Company may without prior notice suspend or terminate the Customer's account.
- 6.6.** The Customer must always treat account information as confidential and must not disclose it to any third party. Any access to a Customer Account shall be considered as access by the Customer themselves, or on their behalf, and the Customer shall be solely responsible and liable for any activity carried out in, by, or through their Customer Account on the Website or on Company Systems.
- 6.7.** The Customer shall remain responsible for and on-demand indemnify, protect, and hold the Company harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages, and costs resulting from or arising out of any act or omission by any person using the Customer's account, whether or not the Customer authorized such use.
- 6.8.** By creating an account and accepting this Agreement, the Customer agrees to provide the Company with relevant contact details so that the Company may communicate with them via writing, email, by telephone, messenger applications, SMS, push notifications



via the Website or mobile application, or any other method of contact as deemed applicable.

- a) It is the Customer's responsibility to notify the Company immediately if any of those contact details change.

**6.9.** By law, the Company is obligated to establish the Customer's identity before the Company can take the Customer on. In order to access the E-Shop, Platform, and any Services or Products provided by the Company, the Customer must activate their Customer Account by following an identity verification process. Therefore, the Company reserves the right to request any form of identification documentation from the Customer, as listed in the subsequent [Article 8](#).

- a) The Company may introduce and require additional levels of customer identification and security and may change its security procedures at any time to ensure data protection of its systems and customer information.
- b) The Company may, at their own reasonable discretion, use various agencies to verify the Customer's identity and details before activating the Customer's account.
- c) Failure to complete and properly adhere to this activation identification process per the specified requirements listed below, will render said account void of the protections and securities afforded via this Agreement and entitle the Company to terminate said Customer Account.

## **7. Verification and KYC Documentation**

**7.1.** When the Customer registers an account with the Company, the Company is required to collect personal data from them for legal, fraud, anti-money laundering, and business purposes, as well as to comply with the Company's regulatory Compliance and Know Your Customer [*hereinafter also referred to as: 'KYC', wherever the context permits or requires*] requirements.

**7.2.** Additional reasons for such data collection include, but are not limited to:

- a) To verify the Customer's identity;
- b) To ensure that the Customer meets the suitability requirements needed to use the Company's Systems, Products, and Services;
- c) To assist the Company in the proper management of the Customer's account;
- d) To process the Customer's transactions;
- e) To send the Customer information about transaction/post-transaction services;
- f) To keep the Customer updated with news on Company products, services, and any other information relevant to their working relationship with us;
- g) For Website improvement purposes; and
- h) For the analysis of statistical data which will help the Company provide the Customer with better products and services in the future.

- 7.3.** Initial and basic personal and financial information collected by the Company from the Customer during any online or electronic registration or sign-up to the Company's Systems, includes, but may not be limited to:
- a)** Customer Full Name;
  - b)** Date of Birth;
  - c)** Current Address;
  - d)** Phone Number; and
  - e)** Email.
- 7.4.** Additional personal data that the Company collects directly from the Customer include, but are not limited to:
- a) Proof of Identity (POI)** – front and back of the Customer's valid photo ID (Passport or National Identification Card, etc.);
  - b) Proof of Residence (POR)** – recent utility bill (apart from mobile bills, hospital bills, receipts) or bank statement from the last 3 months that includes the Customer's full name and full address and official name and emblem or logo of the issuing body;
    - i.** If the Customer is unable to provide the POR, the Company may agree—in its sole discretion; to accept instead of the POR a confirmation of a Post Box and a signed "Declaration of Address" (DOA).
  - c) Proof of Payment (POP)** - front and back of the credit or debit card used to make any deposit(s) showing only the name of the Customer, the expiry date of the credit or debit card, and the last four digits of the of the credit or debit card;
    - i.** If deposits are made by bank wire transfers; a proof of transfer or payment may be requested instead, displaying the Customer's ownership of the account from which the funds are transferred from, along with the correct destination address (to the Company's account), date, amount, and currency.
    - ii.** If deposits are made by crypto, e-wallets, or other financial exchanges, a proof of transfer or payment may be requested, along with a proof of the Customer's ownership of the account from which the funds are transferred, a completed Declaration of Wallet Ownership (DoWO) form, and correct destination address (to the Company's Crypto account), date, amount, and currency.
  - d) Taxpayer Identification Number (TIN)** – the Customer's personal tax identification number as required for the Company to collect for regulatory purposes; and
  - e)** Any additional documents, applications, forms, agreements, or contracts the Company discretionarily deems necessary for a particular Customer or account, or as required by the financial institutions and regulatory bodies the Company uses to process the Customer's orders and exchanges.

- 7.5. If the Customer opens an account under a company, corporation, or legal entity, they are required to submit documents including, but not limited to, the following:
- a) Certificate of Incorporation;
  - b) Shareholders Certificate;
  - c) Certificate of Directors;
  - d) Certificate of Incumbency / Certificate of Good Standing;
  - e) POI for each Director(s) and each of Shareholder(s) that hold 20% or more stake of the issued capital of the company;
  - f) POR, that is not older than 90 days, for each Director and/or Shareholder that hold 20% or more stake of the issued capital of the company;
  - g) TIN (Taxpayer Identification Numbers) for each Director and/or Shareholder that hold 20% or more stake of the issued capital of the company and the Company;
  - h) **Third Party Authorization (POA or Board Resolution)** – completed and signed by the company, corporation, or legal entity, stating that the company, corporation, or legal entity consents and authorizes the Customer to—on behalf of the company, corporation, or legal entity; open an account with BullionZ, according to the terms of this Agreement, manage said account, finance said account, and terminate said account as well as providing the Customer with access to and usage of their payment method, be it credit/debit card, banking details, or other.
- 7.6. Collection and processing of such documentation as listed above is conducted by the Company's dedicated Compliance Department.
- 7.7. The list is not exhaustive and the Compliance Department may request additional information and documentation at their discretion.
- 7.8. For any questions pertaining to these requirements, contact the Company at [compliance@BullionZ.com](mailto:compliance@BullionZ.com).

## 8. **Funding Accounts**

- 8.1. The Customer will need to fund [*hereinafter also referred to as: 'Deposit', wherever the context permits or requires*] their account with traditional fiat monetary funds [*hereinafter also referred to as: 'Customer Money', wherever the context permits or requires*] in order to use the Company's Systems, Services, and Products, through one of the numerous payment methods that the Company provides.
- a) A complete list of payment methods currently available can be found on the Company's Website, on the Customer's account page, or by contacting the Company directly.
- 8.2. Such Deposit methods include, but are not limited to:
- a) Credit / Debit Card via various credit card processors;
  - b) Bank Wire Transfers to one of the Company's bank accounts;

- c) Alternative Payment Methods such as, but not limited to: Skrill, Neteller, etc.;
  - d) Cryptocurrency exchanges.
  
- 8.3.** Consumer payments for VASP-related services are processed by BT Exchange LT and BT Exchange CZ, and the Company may keep merchant accounts under its own name and/or under third parties' names with various payment service providers.
  
- 8.4.** For the avoidance of doubt, it is noted that such merchant accounts are not used for the safekeeping of Customer Money, but rather to effect settlements of payment transactions.
  - a) Taking the aforementioned Clause into consideration, the name of the merchant on credit card/debit card or financial statements of the third-party payment provider may not correlate with the Company's or Parent's name or brand name.
  
- 8.5.** The Company will promptly process any Customer Money it receives via any reliable financial institution, or via third parties as mentioned above, and all Customer Money will be promptly added to the Customer's designated account once funds are cleared by the processing method by which it is sent.
  - a) Processing methods such as credit/debit cards, e-wallet, crypto exchanges, and direct money transfers are processed almost immediately by their appropriate financial institutions.
  - b) Opposingly, bank wire transfers may take several days to process, especially in reference to international bank transfers from differentiating banking institutions.
  
- 8.6.** The Customer considers, accepts, and understands certain constraints in regard to funds reflecting in their account(s), and thereby indemnifies the Company of any liabilities in regard to them.
  
- 8.7.** Taking the aforementioned into consideration, the Company will not be held liable for depositing delays or errors resulting from, but not limited to, the following:
  - a) Customer input, designation, or connectivity errors;
  - b) Processor, banking, or financial institution error;
  - c) Exchange rate discrepancies; and/or
  - d) Time delays (i.e., non-business hours, weekends, national holidays, non-banking hours, bank holidays, etc.).
  
- 8.8.** The Company may be able to rectify depositing errors, if applicable, when appropriate proof of said error is supplied either by the Customer themselves or by written documentation from an official financial body.
  - a) This, however, is in no way a guarantee that all errors will or can be rectified by the Company or its affiliates.

- 8.9.** The Company constantly strives to provide the best possible methods of funding accounts and therefore updates its various deposit methods by working with or ceasing to work with various credit card processors, banks, and other financial institutions.
- a)** Without diminishing the aforementioned statement, it must be noted that not all deposit methods may be available to the Customer, depending on where the Customer or their financial institution and the financial institution of the Company are located or are from.
- 8.10.** If the Customer wishes to use a payment method not under their name, they must adhere to the fact that the Company will request from them verification documentation from the third party (i.e., payment method provider) as well as consent forms (i.e., “Third Party Authorization” form) stating that they authorize the Customer to use their payment method along with all other required KYC documentation.
- 8.11.** If the Customer wishes to use a payment method associated or connected to a company, corporation, business, or legal entity, they must provide verification and identification documentation from the business as well as consent forms that they authorize the Customer to use their payment method, along with all other KYC documentation required of company, corporate, or legal entities.

## **9. Customer Money**

- 9.1.** Money deposited into the Company's accounts on the Customer's behalf will be treated as Customer Money. Funds resulting in positive or negative outcomes from the opening or closing of orders may also be deemed as Customer Money when applicable.
- 9.2.** When necessary, the Company may pass money received from the Customer to a third party (e.g., a market, bank, OTC counterparty, processor, or clearing Company) to hold or control, in order to make a requested transaction.
- a)** Although the Company will remain responsible for money held in this manner, the Customer may be exposed—in the event of an insolvency or similar in relation to that third party; that the amount of money ultimately received by the Company from the third party may not be sufficient to satisfy the Customer's claims.
- 9.3.** In the event that funds need to be transferred between the Company and a third party, the Customer gives the Company permission to do so.
- a)** The same applies to any current account(s) that the Customer may have with the Company.
- b)** Funds will only be transferred when necessary.
- c)** The Company understands that the data being sent is sensitive and is therefore protected under the Data Protection Laws of any applicable jurisdictions and allows the Company to comply with any and all Anti-Money Laundering Regulations.

- 9.4.** The Company may also hold Customer money on the Customer's behalf outside of Lithuania and Bulgaria.
- a)** The legal and regulatory regime applying to any bank or person that holds Customer Money outside Lithuania and Bulgaria will be different from that of those that do in Lithuania and Bulgaria.
  - b)** Should that bank go into insolvency or similar proceedings, the Customer's Money may be treated differently than it would have been if the money were held with Lithuania and Bulgaria.
  - c)** The Company will not be liable for the insolvency, acts, or omissions of any third party referred to in this Section.
- 9.5.** For the avoidance of doubt, and upon accepting this Agreement, the Customer consents to the fact that no interest will be paid to the Customer on any amounts in the Customer Account(s) and that the Company will retain any such interest if applicable.
- 9.6.** The Customer agrees that in the event that there has been no movement on the Customer Account(s), and the Company is unable to trace the Customer; despite having taken all reasonable steps to do so, the Company may cease to treat the Customer's funds as "Customer Money" and therefore release any balances from the Customer Account(s) pursuant to the Company's protocols applicable to 'dormant/inactive accounts' as stipulated of this Agreement.

## **10. Currency**

- 10.1.** The Company retains the right to make any currency conversions the Company considers necessary or desirable for the purposes of supplying its Products and Services, complying with the Company's obligations, or exercising the Company rights under this Agreement for any transaction.
- a)** Any currency conversion shall be made by the Company in the manner and at the rates the Company determines to be appropriate.
- 10.2.** Where it is necessary to make a currency conversion, the Customer will bear all foreign currency exchange rates and risks arising from any change in contract, compliance by the Company to its obligations, or the exercise of the Company's rights under this Agreement.
- 10.3.** If the Customer transacts in a currency other than their account's base currency, the Company will automatically convert the total sum of the transaction into the base currency applicable to the Customer Account at the time of the transaction.
- a)** The exchange rate for all types of currency conversions will be based on exchange rates dictated by Company resources.
  - b)** Such details may be available to the Customer, upon request.

## **11. Website, Platform, and Systems**

- 11.1.** To use the Company's Website, Platform, and any other program the Company employs for its operations (*collectively also referred to as: 'Systems', wherever context permits or requires*) and to gain access to the Company's full range of Services and Products, the Customer will need to create an account by completing a registration form, through the Company's Website or any other registration means as stipulated in [Article 7](#) of this Agreement.
- 11.2.** The Company's Website, Platform, and Systems will be available during normal business hours.
- a)** Further details on operating times are available on the Website.
- 11.3.** By accessing the Company's Website, Platform, and/or Systems in any way, the Customer represents that they understand the inherent risks associated with cryptocurrency tokens, virtual currencies, digital assets, digital ledger technology and blockchain-based software systems; and warrant that they have an understanding of the usage and intricacies of native cryptocurrency tokens and its underlying technology and blockchain-based software systems.
- 11.4.** The Customer will only use the Company's Website, Platform, and/or Systems, for their personal use and will not sell, lease, or provide; directly or indirectly, the use of the Company's Website, Platform, and/or Systems to any third party.
- 11.5.** The Company shall not be held responsible or liable for any loss, liability, or cost whatsoever arising from any unauthorized use of its Website, Platform, and/or Systems.
- a)** Per its own capacity and discretion, the Company may refuse monetary compensation for any and all transactions performed during an account's compromised period, if the Company reasonably finds that the compromised account, transactions, and trades resulted from direct Customer error.
- 11.6.** The Customer shall be solely responsible for providing and maintaining any equipment they may use to access the Website, Platform, Systems, and programs, and for making all appropriate arrangements with any telecommunications suppliers needed in order to obtain access to the Company's Website, Platform, and/or Systems.
- 11.7.** Neither the Company nor any internet or mobile service providers make any representation or assurance as to the availability, utility, suitability, sustainability, or otherwise of the Website, Platform, Systems, and/or equipment needed to access the Website, Platform, Systems, programs, and materials.
- a)** Neither the Company nor any third parties that the Company uses are responsible or liable to the Customer for the same.

- 11.8.** For the avoidance of doubt, the Company shall hold zero responsibility or liability to the Customer (whether in contract or in tort, including negligence) for damages (i.e. losses, expenses, or similar) which the Customer may suffer as a result of transmission errors, technical faults, malfunctions, third-party bank delays, third-party processor issues, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions, or other deficiencies on the part of internet service providers.
- 11.9.** The Customer acknowledges that access to the Company's Website, Platform, and Systems, may be limited or unavailable due to system errors, and that the Company reserves the right to suspend access to its Website, Platform, and/or Systems, for any reason.
- 11.10.** The Company shall hold zero responsibility or liability to the Customer in the event that any viruses, worms, software bombs, malware, spyware, or comparable items are introduced into the Customer's equipment via the Website, Platform, and/or Systems.
- 11.11.** The Customer will ensure that no computer viruses, worms, software bombs, malware, spyware, or comparable items are introduced into the Company's Website, Platform, Systems, equipment, programs, emails, chats, messages, or network.
- a)** The Customer will be responsible for, reimburse, and will indemnify the Company on demand, protect and hold the Company harmless, for any loss that the Company may suffer arising as a result of any such introduction.
- 11.12.** The Customer will not use, or allow the use of the Company's Website, Platform, and/or Systems:
- a)** In contravention of any laws, regulations, Lithuanian Financial Crime Investigation Services (including rules on market abuse), and Ministry of Economy in Bulgaria, or any other regulatory authorities to which the Customer or the Company may be subject to;
- b)** In any way (including, without limitation, posting information on the Website where this facility is available) which is defamatory, obscene, abusive, indecent, or menacing or which infringes any intellectual property rights or breaches obligations of confidence, or which is otherwise illegal or unlawful;
- c)** To introduce a software virus or other disruptive program or do any act which would cause the Website, Platform, and/or Systems, damage or to become unavailable for use by others;
- d)** To solicit or encourage other internet websites to frame or hypertext link direct to the Website; or
- e)** In any way in breach of this Agreement.
- 11.13.** The Company does not permit the use of its Website, Platform, and/or Systems, for unfair arbitrage activity or otherwise taking advantage of internet delays, using any other manipulative or abusive behavior (such as, but not limited to: the dissemination



of false or misleading market information through media, including the internet, or by any other means with the intention of moving the price of a product or the underlying property or value) which could adversely impact fair and orderly trading on the Company's Website, Platform, and Systems.

- 11.14.** The Company may publish on the Website updates of its Systems, features available to customers, as well as information, declarations, and warnings related to the Company's Products and Services.
- a)** The Company may communicate this information via other communication methods available to it.
  - b)** The Customer undertakes the responsibility to read any such communications and regularly familiarize themselves with any new or changed information or policies.
- 11.15.** The Customer will be responsible for obtaining and using a suitable device to enable them access and use of the Website and platform and the Customer will be responsible for the installation and proper maintenance of any virus detection/scanning program.
- 11.16.** When using the Company's Website, Platform, and/or Systems, the Customer must:
- a)** Ensure that their device or equipment used to access the aforementioned is maintained in good order and is suitable for use with them;
  - b)** Run tests and provide such information to the Company to establish that their device and equipment satisfies the requirements needed to use the Company's Website, Platform, and/or Systems;
  - c)** Conduct virus checks on a regular basis;
  - d)** Inform the Company immediately of any unauthorized access to the Website, Platform, and/or Systems, or any unauthorized transaction or instruction which the Customer knows of or suspects;
  - e)** Cease and take any necessary steps to prevent any and all unauthorized, unlawful use of the Company's Website, Platform, and Systems; and
  - f)** Not at any time leave unattended the device or equipment from which the Customer accesses the Company's Website, Platform, and/or Systems or let anyone else use said device and equipment until the Customer had fully logged off the Company's Website, Platform, and Systems.
- 11.17.** In the event that the Customer becomes aware of a material defect, malfunction, or virus in any device or equipment through which the Customer accesses the Company's Website, Platform, and/or Systems, the Customer will immediately notify the Company of such defect, malfunction, or virus and will cease all use of the Company's Website, Platform, and Systems until they have received explicit permission from the Company to resume use.

- 11.18.** All rights in patents, copyrights, design rights, trademarks, and any other intellectual property rights (whether registered or unregistered) relating to the Company's Website, Platform, Systems, social accounts, logos, forms, etc. remain solely vested in the Company, Parent, or the Company's licensors.
- 11.19.** The Customer will not copy, use, interfere with, tamper with, alter, amend, reverse compile, disassemble, or modify the Company's Website, Platform, and/or Systems, or any part or parts thereof, nor purport to do any of the same, or permit any of the same to be done.
- 11.20.** The Company may suspend or permanently withdraw its Website, Platform, Systems, Products, and/or Services at its own discretion.
- 11.21.** The Company holds the right; unilaterally and with immediate effect, to suspend or withdraw permanently the Customer's ability to use its Website, Platform, Systems, Products, Services, and/or any part thereof, without notice, where the Company deems it necessary or advisable to do so.
- a)** The Company may choose to do so, for example, but not limited to: in the event of the Customer's non-compliance with an applicable law or regulation or if the Customer breaches any Article, Section, Clause, or Subclause of this Agreement, or any other legal document, agreement, contract, form, or notice, as displayed on its Website, Platform, Systems, and/or referred to in any way by the Company.
- 11.22.** In the event of a termination of the use of the Company's Website, Platform, and/or Systems for any reason, upon request by the Company, the Customer shall, at the Company discretion, return to the Company or destroy all hardware, software, and/or documentation the Company may have provided the Customer in connection to its services and any copies thereof.

## **12. Exchange Trade Orders and Instructions**

- 12.1.** As stipulated in [Article 4](#), the term Order, where context permits or requires, can refer to an execution of a trade or exchange order through the Company's Exchange Platform.
- 12.2.** The Customer themselves shall directly perform any purchase or trading order, execution, or transaction via the Website and/or the Platform solely by themselves.
- a)** All orders must be given by the Customer directly through the Website, mobile application, or Platform. However, and due to unique and extraordinary circumstances, the orders can be given by the Customer to the Dealing or Risk Departments of the Company by means of messaging, or verbal instructions given via phone communications.
- b)** For the removal of any doubt, generally speaking, however the Company shall not accept any instructions from the Customer (or any other person acting on behalf

of the Customer) which are given by way of verbal instructions via phone conversation or written instructions via email with respect to any trading order, execution, transaction, or proposed transaction or any other matter which is trading related.

- 12.3.** By agreeing to these Terms, the Customer inherently authorizes the Company to rely on and execute any order, given to it via the Website, E-Shop, and/or Platform.
- 12.4.** The Customer will be responsible for and bound by all obligations entered into or assumed to be on the Customer's behalf as a result of or in connection with such orders.
- 12.5.** The Company will make reasonable endeavors to provide the Customer with a customer area on the Website, E-Shop, or Platform in order for the Customer to execute the order.
- 12.6.** The Company may refuse to accept any order from the Customer. The Company may also partially execute an order if it is unable to execute it in full. The Company will endeavor to provide the Customer with a reason for any refusal or partial execution but are in no way obligated to.
- 12.7.** Once an order is executed it cannot be withdrawn or amended.
- a)** For the avoidance of doubt, the Customer will remain entirely responsible and liable for any order or partial order that the Company is not able to cancel or amend.
- 12.8.** The Customer acknowledges and agrees that the Company has the right, but no obligation, to set limits and/or parameters to control the Customer's ability to place orders.
- a)** Any such limits and/or parameters may be amended, increased, decreased, removed, or added by the Company and may include, without limitation, the following:
- i.** Controls over maximum order amounts and maximum order sizes;
  - ii.** Controls over the Company's total exposure to the Customer;
  - iii.** Controls over prices at which orders may be submitted, including, without limitation: controls over orders which are at a price that differ greatly from the market prices at the time the order is submitted;
  - iv.** Controls over electronic services that include, without limitation: any verification procedures to ensure that any particular orders have come from the Customer; and
  - v.** Any other limits, parameters, or controls which the Company may be required to put in place.
- 12.9.** When setting limits and/or parameters, the Company will seek to protect the Customer's interests as far as reasonably possible but are in no way obligated to.

- 12.10.** Internet connectivity delays and price feed errors may sometimes create a situation where the prices displayed on the Website or platform do not accurately reflect the prevailing market rates.
- a)** In the event of such delays and errors, the Company reserves the right to cancel orders, reverse transactions, close positions, and make any necessary corrections or adjustments on any account involved.
- 12.11.** The Customer will be held solely responsible for all orders entered into on their behalf via the Website, Platform, and Systems, and the Customer will be fully responsible and liable to the Company for the settlement of any transaction arising from such.
- 12.12.** Regarding trade orders that have been finalized, the version of these Terms, which was in force at the time of finalization of the respective order, will apply.

### **13. E-Shop Physical Orders and Instructions**

- 13.1.** As stipulated in [Article 4](#), the term Order, where context permits or requires, can also refer to an individual request for the physical purchase of selected Products available in the Customer's shopping cart via BullionZ's E-Shop portion of its Website.
- 13.2.** The E-Shop, as accessed through the Website, provides customers the opportunity to purchase physical precious metals Products, goods, or items from the Company, including, but in no way limited to:
- a)** Gold Coins; and
- b)** Gold Bullions (Bars).
- 13.3.** Taking the aforementioned Article into consideration, along with prior definitions as stipulated in [Article 4](#) of this Agreement, and inconsideration of their respective roles, this Section and subsequent two Articles, may also refer to the following Parties as:
- a)** “**Seller**” – BullionZ as the entity managing, stocking, offering, and selling the physical gold Products listed on the E-Shop; and
- b)** “**Buyer**” – The Customer as the body wishing to purchase and receive the physical gold Products listed on the E-Shop.
- 13.4.** The list of Products mentioned in the E-Shop is in no way exhaustive, and as such may be subject to change per the sole discretion of the Seller, based on its business goals, purposes, inventory holdings, customer demands, supply, etc.
- 13.5.** The Seller reserves the right, per its sole discretion, to alter, update, remove, and/or add, Products available for purchase by customers through its E-Shop without formal or advance notice at any time, including, but not limited to:
- a)** Product Names;

- b)** Product Images;
  - c)** Product Prices; and/or
  - d)** Product Information and Descriptions.
  
- 13.6.** Any and all Product information provided on E-Shop, including, but not limited to, physical characteristics, price, etc., constitutes a detailed description of the Product(s) offered.
  - a)** Any graphic images or videos of a Product, however, should be construed as exemplary only, and serve solely in an illustrative capacity.
  - b)** The aforementioned understanding thereby does not commit the Seller to a specific identity between the Product and the graphic representation.
  
- 13.7.** This Article hereby acts as an official notice that certain visual discrepancies may occur between the displayed photos on the E-Shop and the physical goods received and delivered by the Buyer.
  
- 13.8.** All content on the E-Shop and other pages of the Website is aimed at assisting buyers in obtaining additional information associated with the Products and Services offered by the Seller.
  - a)** In this sense, the above information does not constitute nor act as a binding commitment of the Seller for financial, investment, tax, or legal advice, holding, purchase, strategy and/or consultations.
  
- 13.9.** The Buyer must make their own independent assessment when purchasing the offered Products from the Seller.
  
- 13.10.** In cases where the Buyer may be unaware or unfamiliar with any of the applicable implications associated with their usage of the E-Shop, the Seller strongly advises consultation with a third-party advisor to assist in any decision-making.
  
- 13.11.** To place an order, the Buyer must first provide the Seller with required information to aid the Seller in the processing of the order, including but not limited to:
  - a)** Name;
  - b)** Address;
  - c)** Method of Delivery;
  - d)** Method of Payment; and
  - e)** Payment Details.
    - i.** Said aforementioned information is filled via the payment page provided for this purpose on the E-Shop.
  
- 13.12.** Through the E-Shop the Buyer can create a customer profile.

- a) Said profile retains the required information about the Buyer, thereby eliminating the need to fill in the same repetitive data for each subsequent order placed.
  - b) Before finalizing each order, the Buyer has the opportunity to review and change the data provided before completion.
  
- 13.13.** Before finalizing any order, the Buyer must carefully check whether they have provided accurate, correct, and complete information, and all individuals must declare that they are 18 (eighteen) years old before purchasing, engaging with, and/or employing use of the Sellers Products, Services, E-Shop, and/or Website.
  
- 13.14.** At its sole discretion, the Seller may use methods to validate and verify the accuracy of the data provided by buyers.
  
- 13.15.** The Seller and/or its partners are not liable whether in contract, tort (including negligence), breach of duty or otherwise, in cases where the Buyer's provided information does not correspond to their actual one and/or the Seller cannot contact the Buyer and/or deliver the Products to them.
  
- 13.16.** The Seller reserves the right, at its sole discretion, to require the Buyer to identify themselves and certify the accuracy of all information provided during the finalization of an order.
  
- 13.17.** The Seller reserves the right, at its sole discretion, to not review or reevaluate an order at any time, if it finds that the Buyer has provided incorrect, incomplete, or inaccurate information.
  
- 13.18.** Before finalizing an order, the Buyer should choose the method of payment for the selected Products, as well as the method of their delivery.
  
- 13.19.** Finalization of an order is performed when the Buyer presses a "Purchase" or equivalent button.
  - a) To activate this button, the Buyer must check the box confirming they have read and understood these Terms and Conditions.
  - b) The full text of these Terms and Conditions remains available on both the E-Shop and Website, and access to it is provided through a hyperlink placed next to the field with which the Buyer certifies that they have read and understood these Terms and Conditions.
  
- 13.20.** Once the order is made by the Buyer, the Seller sends an Order Confirmation via the site directly, SMS, and/or e-mail to contact details specified by the Buyer throughout the order and payment process.

- 13.21.** Said confirmation contains information about the characteristics of the ordered Products, their final price, fees, method of payment, delivery method chosen by the customer, and any other relevant parameters relating the order, if applicable.

#### **14. Physical Order Processing**

- 14.1.** Via onscreen prompts and buttons on the e-shop of the website, customers will be guided on how to place an order. In rare circumstances BullionZ may require a customer to place an order by telephone. Every order is to be considered as an offer by the customer to buy the Product(s) subject to these Terms.
- 14.2.** The customer is responsible for checking that their order is correct, and that any specifications submitted are complete and accurate. The details of the order, including price, are locked in subject to confirmation by BullionZ that the order has been executed.
- 14.3.** Without diminishing its generalities, [Article 14](#) of this Agreement stipulates instructions on how a Buyer may place order requests.
- a)** Said requests are not binding as both the Seller and the Buyer have the right to accept or refuse to fulfill the order made.
  - b)** To conclude an acceptance of order contract, the Seller must fully accept the order placed by the Buyer.
- 14.4.** The Seller's acceptance of an order takes place when the Seller confirms an order is completed and finalized on the E-Shop. Once an order is confirmed, the order becomes a contractually binding agreement between the Buyer and the Seller, subject to the Terms herein.
- 14.5.** The time frame for order processing by the Seller, meaning confirmation and receipt of all required order details and submission for delivery via one of its carrier partners, is typically between three (3) and five (5) working days from the moment of finalization of the order.
- a)** Said time frame is not final and delays may occur that are outside of the Seller's control.
- 14.6.** If necessary, the Seller may contact the Buyer in order to specify the parameters of delivery, such as, but not limited to, address, date, and time.
- 14.7.** All orders received may be subject to manual and/or automated review. During this procedure, the Buyer may be asked for additional information in order for the Seller to approve or decline an order.
- 14.8.** The Seller reserves the right to cancel any order for any reason.

- 14.9.** An order shall not be considered nor executed if it does not meet the following requirements:
- a)** In the case that the selected method of payment for the order is bank transfer and no payment has been made by the Buyer within one (1) working day after the finalization of the order or the payment is not made from a bank account in the name of the Buyer as specified in the order details;
    - i.** When an order is placed outside the commercial working hours of banks (typically 08:30 to 17:30), the term begins to run at the beginning of the next working day hours.
  - b)** The Buyer placed an order outside the working hours of the Seller, namely between 6:00 pm and 9:00 am, after which the stock exchange price of Products ordered changed by or over 3% at the beginning of the next business day;
  - c)** The order request was submitted during technical problems that hindered the normal functioning of the E-Shop;
  - d)** The Buyer has provided incorrect, incomplete, or inaccurate information when sending their order;
  - e)** The Buyer did not provide the necessary identification documents upon receipt of the delivery;
  - f)** Where applicable, the Buyer did not submit a declaration of origin of the funds used to place the order within three (3) days after receiving the order confirmation.
    - i.** In this case, if the customer has made a payment, the amount will be refunded.
  - g)** The value of the order exceeds a certain limit, subject to the discretion of the Seller;
  - h)** In cases where the Buyer has chosen a delivery to be made, yet a representative of the courier service provider does not find the Buyer or authorized proxy, and the shipment is sent the nearest courier office to be picked up or organized for reshipment, yet the Buyer fails to do so within a twenty-four (24) hour period of receipt from the courier;
  - i)** If the Buyer has chosen that the delivery is to be made to the office of the courier service provider, and has picked up the shipment within twenty-four (24) hour period, thereby not allowing for the Seller to conduct additional required checks and confirmations;
  - j)** Where the customer has chosen the delivery to be made with a supplier of collection, yet the shipment cannot be received by the customer due to their own fault;
  - k)** In other cases, at the discretion of the Seller; and/or
  - l)** In other cases, specified in these Terms.
- 14.10.** In all such cases, costs for transport, bank fees, and all other additional fees other than the price of the purchased Products are at the expense of the Buyer.



- 14.11.** If any of the circumstances listed in this provision are met, the Seller sends the ordered Products back to its office. The Buyer can receive their shipment once all conditions are fulfilled and during the working hours of the respective office.
- 14.12.** Regarding purchase orders that have been finalized, the version of these Terms, which was in force at the time of finalization of the respective order, will apply.

## **15. Delivery**

- 15.1.** The Buyer may receive their ordered Products via one of the following delivery methods offered by the Seller:
- a)** Delivery to the address indicated by the Buyer upon order finalization, via partner courier services that the Seller works with.
    - i.** This method of delivery is offered if the Value of the Items does not exceed five thousand euros (EUR 5,000).
  - b)** Delivery to offices of the respective courier, closest to that of the Buyer's preference.
    - i.** This method of delivery is offered if the Value of the Items does not exceed ten thousand euros (EUR 10,000).
- 15.2.** For the provision of courier services, the Seller has the right, at its sole discretion, to change the courier service provider used.
- 15.3.** Each shipment sent to a buyer containing purchased items travels with a declared invoice (stating contents and value of the items) and insurance.
- 15.4.** Every order made by the Buyer is considered unique and therefore are sent via separate deliveries and shipments.
- 15.5.** Delivery may only be received by the person whose data is specified when sending the order.
- 15.6.** The Seller's courier partner will hand over the Products to the Buyer only after they have confirmed their identity through the identification document specified in the order.
- 15.7.** When the Buyer is a company, corporate, or legal entity, the delivery may be received by a legally appointed representative or licensed proxy of the entity, according to an explicit notarized power of attorney given to the Seller.
- a)** In such cases, the Buyer must provide said notarized power of attorney to the Seller before the order is sent.
  - b)** The Products will be handed over to the person specified in the order's power of attorney, after presenting the form of identification as specified in the order.

- 15.8.** The time frame order delivery is incumbent upon, but not limited to:
- a)** Address and location of where the Products are to be sent;
  - b)** Shipping method requested by the Buyer;
  - c)** Working hours of the Seller and its courier partners; and/or
  - d)** International regulatory and customs processing requirements.
- 15.9.** The Seller is and will not be held liable for delays in deliver or failure of the Buyer to receive an order due to the aforementioned Articles, Clauses, and Subclauses, as they are outside the Seller's control.
- 15.10.** Any and all issues relating directly to the shipping services provided by the courier partners use must be addressed directly with them.
- 15.11.** In cases where the Buyer has not submitted a declaration of origin of the funds, where applicable, the deadlines for acceptance of offers for purchase of Products by the Seller, and respectively for their delivery, shall be increased by as many days as the Buyer delays the submission of such declaration.
- 15.12.** The Seller reserves the right to change the deadline for acceptance of a purchase offer in case the ordered Products suddenly are no longer in stock.
- a)** In such a case, the Seller shall contact the Buyer within seventy-two (72) hours after the order has been administrated and will notify the Buyer of alternative possibilities for the execution of the order and/or the need to extend the terms.
  - b)** If the new conditions do not satisfy the customer, they may refuse the order and request a refund of payment.
- 15.13.** Due to the standardized nature of the Products offered in the E-Shop, the Seller does not offer the option to review a shipment before it is paid.

## **16. Complaints Handling**

- 16.1.** The purpose of this Article is to ensure fair and consistent dealing with customer complaints whilst striving to provide the highest level of customer service.
- 16.2.** The Company maintains effective and transparent procedures for reasonable and prompt complaint handling for existing and potential customers and keeps records of complaints and measures taken for complaint resolution.
- 16.3.** All complaints are fully investigated and addressed with the Company's highest capabilities.

- 16.4.** All complaint claims and mediation proceedings shall be conducted in the English language alone.
- 16.5.** Any reason to make a complaint by or on behalf of the Customer must be submitted to the Company via any of the below available official contact methods:
- a)** Via email to the Company's Support Department at, [complaints@BullionZ.com](mailto:complaints@BullionZ.com).
  - b)** In case the complaint is submitted to the Company by the Customer's legal representative on behalf of the Customer [*hereinafter also referred to as: the 'Attorney', wherever the context permits or requires*], then the Attorney must present to the Company a valid, duly signed, and apostilled Power of Attorney [*hereinafter also referred to as: the 'POA', wherever the context permits or requires*].
    - i.** Without receiving the POA by the Company, the Company shall not start investigating the complaint.
- 16.6.** All Parties (i.e., the Company and the complainant Customer, including the Attorney, if applicable) will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection to this Agreement and/or any Service, Product, document, agreement, etc. that the Company promotes.

## **17. Refunds, Returns, and Exchanges**

- 17.1.** This Article and its subsequent Sections, Clauses, and Subclauses were developed for the purpose of reducing financial and legal risks to the Company, observance of the Customer's right to receive a refund of funds [*hereinafter also referred to as: 'Withdrawal', wherever the context permits or requires*], return or exchange of Products, and in counteraction of money-laundering, forgery, and the financing of terrorist activity.
- 17.2.** The Company adopts a high-priority policy in reimbursing its customers whenever a valid amount of money is requested, as long as the Customer meets the Company's withdrawal requirements.
- 17.3.** The Customer may submit a trading withdrawal request through their account on the Company's Platform, as long as they meet the Company's withdrawal qualifications. Such qualifications include, but are not limited to:
- a)** Being deemed fully KYC compliant as determined by the Company's Compliance Department and adhering to any additional documentation request or requirement by any third-party institution the Company may deal with in order to process such a transaction; and
  - b)** Having no open trading order positions in the account.
- 17.4.** All withdrawal requests are subject to a comprehensive review by the Company and are liable for cancellation at the discretion of the Company.

- 17.5.** Any balance of the Customer's money, both deposited funds and profits, can be furnished to the Customer as expediently as possible.
- 17.6.** Deposited funds and Profits (i.e., funds garnered from the results of successful trading measures and positions exceeding the amounts initially deposited) will be furnished as one transaction and be returned in the same manner that they were accepted from, at the time of the input of funds, whenever possible.
- a)** In some cases—and depending on method used in order to finance the account; profits (i.e., funds garnered from the results of successful trading measures and positions exceeding the amounts initially deposited) will be furnished as a separate transaction from deposited funds and be sent via the Customer's alternative payment method of choice if applicable.
  - b)** Said return methods can at times be issued back via the credit/debit card used to make the initial deposit (as a single complete transaction), if allowed or required by the third-party remitters the Company works with.
- 17.7.** As the Customer is liable for all such charges, the final amount received may differ from the original amount requested.
- a)** If needed the Company may request from the Customer Alternative Payment Methods, whenever the Company is unable to allocate funds back to the original or requested method or for the execution profits.
  - b)** Such requests will come from the Company's Support or Compliance Department.
  - c)** Customers are obligated to respond to such requests to avoid cancellation of their withdrawal requests after a period determined by the Company's Compliance Department.
- 17.8.** Ultimately, the method through which funds are sent out is at the Company's discretion.
- 17.9.** Processing times will vary depending on when the request is submitted and how the request is sent out.
- a)** Typically, the time frame for a withdrawal to be executed is between three (3) to five (5) business days; however, said number should not be construed as the norm, as they can vary.
  - b)** Processing times include the Company's reviewal of said request, the Company's own processing time of the request from its systems, as well as processing times from the individual third-party financial remitters and institutions from which they are sent.
  - c)** Since the third-party financial institutions are the ultimate transmitters of a withdrawal of funds, the Company is therefore not liable and holds no responsibility nor influence over the processing times of said third-party processors, banks, etc.

- 17.10.** The Company does not cancel realized commercial transactions from the Customer yet reserves the right to return money to the sender, if within ninety (90) consecutive days from the moment of replenishment, activity is not recorded on the trading account (dormant/inactive account).
- 17.11.** The Company reserves the right that returned funds will be sent through any and all applicable payment systems, including, but not limited to: credit/debit cards, bank wire transfer, e-wallets, crypto exchanges, or any other payment methods the Company may employ. Thus, the return of money will be executed on electronic platforms.
- 17.12.** In the event that the Company classifies the activity of the Customer as inappropriate or contradicting to this Agreement, the Company reserves the right to reject any request of a return of funds, without informing the Customer beforehand.
- 17.13.** The Company reserves the right to block entrance to the Customer Account, freeze the current balance of the Customer, as well as send money back to the Customer, following the payment of all services and commissions.
- 17.14.** The Company will take all necessary measures to prevent and block both deposit and withdrawal requests by unauthorized third parties from the Customer Account.
- a)** Input and output requests of money from the account can be conducted only by the owner of that particular account.
- 17.15.** The subsequent Sections, Clauses, and Subclauses of this Article tackle the handling and procedure regarding returns, refunds, and exchanges of physical precious metal Products the Buyer purchases from E-Shop of the Seller.
- 17.16.** Only delivered orders that meet the following criteria may be submitted for return:
- a)** Orders that contain Product material and integrity defects; and/or
- b)** Received orders that do not comply with the original order placed by the Buyer.
- i.** The Seller does not accept returns for any other reasons, unless required to do so by law.
- ii.** Only in such cases will the additional costs for returning the Products be at the expense of the Seller.
- 17.17.** In any other circumstances, not including the ones mentioned in the above Section, returns cannot be made due to the nature of the items being sold.
- 17.18.** In the case of damaged packaging of the shipment, the Buyer must promptly indicate this circumstance to the courier/collection service provider directly.
- a)** The Seller does not in any way guarantee the packaging and shipping of purchased orders, as they are handled by third-party courier services.

- 17.19.** The Buyer has three (3) business days after receipt of the delivered shipment to notify the Seller of any issues, by emailing us at [support@BullionZ.com](mailto:support@BullionZ.com).
- a)** The Buyer will be advised to submit proof of the reason for return and then return the Products to the Seller.
  - b)** Products must be returned as they were sent to the Buyer—in the original packaging and original condition.
- 17.20.** Once received, returned Products are subject to the Seller’s quality assessment before a refund or exchange is offered and issued.
- a)** Per its sole discretion, the Seller reserves the right to offer, accept, or reject a request for refund or exchange.
- 17.21.** Per its sole discretion, the Seller also reserves the right to charge fees regarding returns, refunds, and exchanges.
- a)** A restocking fee that equates to 5% or \$50 (whichever is higher) of the Buyer’s purchase;
  - b)** A market loss fee representing any market loss to the Seller.
- 17.22.** Exchanges and refunds will be returned following the above process, once a quality assessment has been conducted and application costs have been deducted.
- 17.23.** The Company holds the right to cancel, update, and modify any part of this Article at its sole discretion to ensure legality and productivity.
- 17.24.** For further information regarding this policy, please refer to our separate “Refund and Return Policy” legal document or contact us at [support@BullionZ.com](mailto:support@BullionZ.com).
- 17.25.** For the avoidance of doubt, the above rights may not be used by customers who are legal entities or individuals who purchase products to carry out commercial or professional activities or enter into a contract with BullionZ within the framework of their commercial or professional activities.
- 17.26.** For any inquiries regarding the items, order, delivery, and/or package received, customers may contact the Company via the following email address: [office@BullionZ.com](mailto:office@BullionZ.com).

## **18. Chargeback or Retrieval Request Handling**

- 18.1.** Any chargeback or retrieval request placed by the Customer through their credit card, banking, financial, or regulatory institution, against the Company will be viewed as a breach of the Customer’s affirmations in this Agreement.

- 18.2.** If the Company receives such a request or similar in nature, the Company thereby reserves the following rights:
- a)** To combat, appeal, provide evidence against, escalate, or ignore it or any subsequent requests;
  - b)** To suspend any and all activity of the Customer and their account(s), immediately, and without notice;
  - c)** To determine if it wishes to continue providing services to the Customer, precluding the outcome of the case; and/or
  - d)** To refund the Customer's deposits and revoke any credits, benefits, yields, rewards, etc.
- 18.3.** Generally speaking, it is the Company's legal right to dispute any and all chargeback, retrieval, or regulatory claims against it, to the best of its ability using any and all resources, documents, forms, proofs, etc. about the Customer that the Company has at its disposal.

## **19. Suspension, Cancellation, and Termination**

- 19.1.** The Customer may cancel and/or terminate this Agreement with the Company, Parent, and Daughter and close their Customer Account at any time, following the settlement of any pending transactions.
- 19.2.** The Customer agrees that the Company may, in its sole discretion, terminate their access to the Website, Systems, and Customer Account; including without limitation, suspending or terminating Services and Customer Accounts, prohibiting access to the Website and its content, Products, Services and tools, delaying or removing hosted content, and taking technical and legal actions to keep the Customer off the Website if it reasonably perceives that the Customer is creating any problems, including without limitation, possible legal liabilities, infringement of the intellectual property rights, or acting inconsistently with the letter or spirit of these Terms of Conditions.
- 19.3.** Notwithstanding the above, the Company may, in appropriate circumstances and at its sole discretion, suspend or terminate Customer Accounts for any reason, including without limitation:
- a)** Violations of these Terms and Conditions,
  - b)** Attempts to gain unauthorized access to the Website or create or gain access to another Customer Account or providing assistance to others' attempting to do so;
  - c)** Overcoming software security features limiting use of or protecting any content;
  - d)** Usage of the Services to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities;
  - e)** Failure to pay or fraudulent payment for transactions,
  - f)** Unexpected operational difficulties, and/or

g) Upon the request of any governmental authority, if deemed to be legitimate and compelling by the Company, acting in its sole discretion.

**19.4.** The Company also reserves the right to cancel unverified accounts or accounts that have been inactive for a period of 6 months or more, and/or to modify or discontinue our Website, Products, and/or Services. The Customer agrees that the Company will not be liable to them or to any third party for termination of their account or access to the Website.

**19.5.** The Customer hereby agrees that the suspension of their Customer Account shall not affect the payment of the commissions due for past transactions. Upon termination, the Customer will receive any monies owed to them via their registered bank account with the Company.

**19.6.** The Company reserves the right to suspend, restrict, or terminate the Customer's access to any or all of its Services and/or deactivate or cancel the access to their Customer Account without reason. The Customer acknowledges that the Company's decision to take certain actions, including limiting access to, suspending, or closing their Customer Account, may be based on confidential criteria that are essential for the purposes of the Company's risk management and security protocols. The Customer agrees that the Company is under no obligation to disclose the details of its risk management and security procedures to them.

## **20. Amendments and Access**

**20.1.** These Terms and Conditions are available via the Website, [www.BullionZ.com](http://www.BullionZ.com).

**20.2.** The Company and/or Parent reserves the right to change and/or supplement these Terms at any time.

**a)** Any and all changes take immediate effect upon their publication to the Website or when formal notice is given to customers.

## **21. Notices**

**21.1.** Any notice or other communication given under this Agreement by the Company to the Customer may be made by electronic means, including, but not limited to: telephone, instant messaging, WhatsApp, online ticket, e-mail, etc.

**21.2.** Any electronic means of delivery carries with it the risk of inadvertent misdirection, non-delivery, and/or data corruption.



- 21.3. The Company therefore does not accept any responsibility for any changes made to such communications after their dispatch, nor will be held liable for any damages, losses, or costs as a result.
- 21.4. It is the Customer's responsibility to conduct a virus check on any attachments received or sent and check their messages, application, emails, phone logs, etc. regularly.
- 21.5. Any and all risks connected with sending and/or receiving confidential information relating to the Customer are borne by the Customer alone and are not the Company's responsibility or liability.

## 22. **Contacts**

- 22.1. AG BullionZ's offices are located at the following address: Office 801, 251G Okolovrasten pat, Mladost District, Sofia, Bulgaria, 1766.
- 22.2. Information about the working hours of BullionZ can be found on the Website, at [www.BullionZ.com](http://www.BullionZ.com).
- 22.3. To contact the Company, customers can also use the following contact details:
  - a) Telephone – (+359)88-958-2450
  - b) E-mail – [office@BullionZ.com](mailto:office@BullionZ.com).

## 23. **Risk Disclosure and Warning**

- 23.1. Registration to and use of the Company's Website, E-Shop, Platform, Products, and Services is at the Customer's own risk and the Company will not be held responsible for any damages or losses of any kind that the Customer may incur due to modifications, enhancements, termination, suspension, and/or discontinuation of the Website or any of the Company's Systems, Services, or Products.
- 23.2. The Company will not be held responsible for any damages or losses the Customer may suffer due to their use of or reliance on the content of any external source to which links appear on the Company's Systems.
  - a) Any third-party links, services, resources, and information that the Company provides are not controlled by us.
  - b) The Company makes no warranties regarding such third-party services, resources, and information, and will not be liable for the Customer's use of or reliance on such third-party services, resources, or information.
- 23.3. The Customer expressly agrees that the use of the Website is at their sole risk.

- a) Neither the Company, nor any of its employees, agents, representatives, or licensors warrant that the Website will be uninterrupted or error-free, nor make any warranty as to the results that may be obtained from the use of the Website.

**23.4.** The Customer acknowledges, understands, and agrees with any and all risks associated with the Company's Website, Systems, Services, and Products including, but not limited to the following:

- a) The Company, Website, Systems, Services, Products, and any and all materials herein are governed and regulated solely by the Ministry of Economy and the Lithuanian Financial Crime Investigation Services and not by any other regulatory authority, regardless of the Customer's location.
- b) Trading cryptocurrencies is a highly speculative endeavor and only suitable for those who:
  - i. Understand and are willing to assume the economic, legal, and other ramifications or risks involved;
  - ii. Are financially able to assume partial or even total loss of their investment; and
  - iii. Understand and are knowledgeable about precious metal and cryptocurrency trading.
- c) The Company will provide prices to be used in trading and valuation of a Customer's positions in accordance with these Terms and Conditions.
  - i. The trading rates assigned to the assets on the Company's Exchange are the ones at which the Company is willing to sell to the Customer at the point of sale.
  - ii. Such rates may not directly correspond to real-time market levels at the time at which the sale occurs.
- d) When the Company provides generic market recommendations, such generic recommendations do not constitute a personal recommendation or investment advice on behalf of the Company or any of its representatives, nor do they consider the Customer's personal circumstances or their investment objectives.
  - i. Each decision by the Customer to trade with the Company and each decision as to whether a transaction is appropriate or proper them, is an independent decision made by the Customer alone.
- e) The Company is not acting as an advisor or serving as a fiduciary to the Customer.
  - i. The Customer agrees that the Company has no fiduciary duty to them, nor liability, and is not responsible for any liabilities, claims, damages, costs, and expenses, including, but not limited to attorneys' fees, incurred in connection with the Customer's following of the Company's generic trading recommendations or taking or not taking any action based upon any generic recommendation or information provided by the Company.
- f) The generic market recommendations provided by the Company are based solely on the judgment of the Company's personnel and should be considered as such.



online, they are susceptible to security breaches and government crackdowns that may end up compromising the integrity or anonymity of the system that produces such assets and currencies.

- 23.5.** Taking all the aforementioned Sections, Clauses, and Subclauses of this Article into consideration, the Customer is encouraged to obtain appropriate legal counsel before registering with and using the Website and employing the use of the Company's Services and Products.

## **24. Personal Data, Cookies, and Recordings**

- 24.1.** The Company may store, use, or otherwise process, using computer systems or otherwise, personal data about the Customer which is provided by the Customer or on the Customer behalf.

- 24.2.** Examples of personal data that the Company collects from the Customer as stipulated throughout this Agreement, and include, but are not limited to:

- Customer Full Name;
- Date of Birth;
- Address;
- Contact Details
- Phone Number; and/or
- E-mail Address;
- Trading Experience;
- Proof of Identification (POI);
- Proof of Residence (POR) that is not older than 90 days;
- Proof of Payment (POP);
- Source of Funds and Source of Wealth
- Declaration Statement;
- Declaration of Wallet Ownership (DoWO)
- Taxpayer Identification Number (TIN);
- Credit/Debit Card Copies;
- Bank/Wire Transfer Confirmations;
- Banking or Credit History;
- Declaration of Deposit Forms;
- Withdrawal Consent Forms;
- Signatory Authorization Form (POA or Board Resolution);
- Source of Funds Documents;
- Financial History;
- Contracts;
- Certificate of Incorporation;
- Shareholders Certificate;
- Passport Scans for Directors and/or Shareholders (holding stake over 20%);

- Proof of Home Address for Directors and/or Shareholders (holding stake over 20%) that is not older than 90 days;
- Signed Corporate Account Agreement between the Company and the Customer;
- TIN (Taxpayer Identification Numbers) for Directors and/or Shareholders (holding stake over 20%); and
- Legal Documents, etc.

**24.3.** The purposes for which the Company can store, use, or process the Customer's personal data are for providing its Products and Services to the Customer under this Agreement, administering the Customer's account(s), and other purposes closely related to those activities including, but in no way is limited to:

- a) Using information for the purposes of electronic account and payment verification and to combat fraud or anti-money laundering enquiries or assessments;
- b) KYC verification as required by the Company and any affiliates per its regulations;
- c) Reporting to taxation, legal, or regulatory authorities when required;
- d) Statistical and research purposes;
- e) Crime prevention and detection; and/or
- f) Responding to requests for information from payment providers, legal entities, or the Customer themselves.

**24.4.** The legal basis for the Company processing the Customer's personal data in the ways described above will typically be because the processing is necessary:

- a) To fulfil the Company obligations under this Agreement;
- b) For legitimate business interests; and/or
- c) For compliance with a legal or regulatory obligation.

**24.5.** The Company will retain the Customer's personal data for as long as it is reasonably necessary for the purposes mentioned in this Agreement.

- a) Typically, the Company retains the Customer's file and information for at least 5 years after the termination of this Agreement and or cessation of services as applicable by law.
- b) Notwithstanding the foregoing, unless the Customer indicates the contrary, the Company reserves the right to destroy documents containing the Customer's personal data immediately upon the Customer's last use of its services under this Agreement.
- c) Contact the Company at [compliance@BullionZ.com](mailto:compliance@BullionZ.com), for further details on the Company's personal data retention policy.

**24.6.** The Customer may issue or withdraw consent to have their personal data collected and used at after 5 years has elapsed after the termination of this Agreement and or cessation of the provision of the services by the Company by emailing the Company at [compliance@BullionZ.com](mailto:compliance@BullionZ.com).

- a) If the Customer withdraws consent, the Customer may not benefit from all the Services or Products the Company offers or that are under this Agreement.
  - b) The Company will not sell, rent, or trade the Customer's personal data to any third party for marketing purposes unless the Customer gives their express consent via the method mentioned above or other applicable forms of consent that may appear from time to time on registration and data collection pages.
- 24.7.** The Company uses cookies to secure the Customer's trading activities and to enhance and/or customize the performance of its Website and Systems.
- a) Cookies used by the Company do not contain personal information or other sensitive information.
- 24.8.** To administer and improve the Website and its Systems, the Company may use third parties to track and analyze usage and statistical volume information.
- a) Such third parties may use their own cookies to track behavior and may set cookies on the Company's behalf.
  - b) These cookies do not contain any personally identifiable information.
- 24.9.** Any telephone conversations, messages, chats, emails, etc., between the Customer and the Company, either directly or through one of its agents or representatives, may be recorded, catalogued, or documented.
- a) Any such recordings, catalogues, or documents shall be solely considered and treated as Company property; and per this Section and due to security and data protection protocols, the Customer, and any entity representing them, understands the Company's right to refuse relinquishment of said information.
  - b) Such recordings, catalogues, or documents will be accepted by the Customer or any representative of theirs, as conclusive evidence of the actions, orders, instructions, or conversations per their account, as chronicled.

## **25. Privacy Statement and Confidentiality**

- 25.1.** Any data or information that the Company holds about the Customer is confidential and will not be used for any purpose other than in connection with the Products, Services, and/or Systems as stipulated throughout this Agreement. Any data or information of a confidential nature will be treated as such, provided that such information is not already in the public domain.
- 25.2.** Data and information of a confidential nature will only be disclosed outside the purview of the Company under, but not limited to, the following circumstances:
- a) Where required by law or if requested by any regulatory or legal authority or exchange having control or jurisdiction over the Company (or any respective associate);

- b) To investigate or prevent fraud, counter terrorism financing, or other illegal activities;
- c) To any third party in connection with Products and Services to the Customer by the Company;
  - i. Said third parties may be subject and bound to their own enforceable confidentiality codes.
- d) If required and requested by intermediate brokers, settlement agents, banks, credit card processors, payment providers, and/or financial institutions;
- e) To supply Website usage statistics with reputable media, advertising firms, and/or affiliated marketing companies;
  - i. All such information supplied, collected, and used by any advertising, media, or marketing company used by the Company is not personally identifiable.
- f) For purposes of credit or identification enquiries or assessments;
- g) If it is in the public interest to disclose such information; and/or
- h) With the Customer's consent.

**25.3.** The Company will implement appropriate security, technical, and organizational measures to protect the Customer's personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure.

- a) Said measures will be appropriate to the harm and risk which might result from any unauthorized or unlawful processing, accidental loss, destruction, or damage to the personal data and having regard to the nature of the personal data which is to be protected.

**25.4.** The Customer acknowledges that their personal data and information may be sent internationally. Certain countries where such information may be sent to will offer various levels of protection and confidentiality in relation to personal data and information. The Company will, however, always take steps to ensure that any such transfer complies with all applicable confidentiality requirements and Data Protection Laws, and that the information is used by third parties only in accordance with the Company's responsibilities under this Agreement.

**25.5.** The Company may disclose the Customer's personal data and information to certain permitted third parties, who are subject to confidentiality codes and bound by enforceable obligations of confidentiality. The Company may also transfer the Customer's personal information to fulfil the Company's legal or regulatory obligations to a third-party bank, credit card processor, or financial institution.

## **26. Anti-Money Laundering**

**26.1.** By applying for and/or creating an account with the Company, the Customer agrees to and warrants compliance with the subsequently listed applicable anti-money

laundering laws and regulations, including, but not limited to the AML/CTF Act and associated rules and regulations (enforced from time to time).

- 26.2.** The Customer is not aware and has no reason to suspect that:
- a)** Money used to fund their account(s) has been or will be derived from or related to any money laundering or other activities deemed illegal under applicable laws or regulations or otherwise prohibited under any international convention or agreement (“Illegal Activities”); and/or
  - b)** The proceeds of their investment(s) with the Company are or will be used to finance illegal activities.
- 26.3.** The Customer agrees to promptly provide the Company with all information that we request in order to comply with any and all applicable laws and regulations relating to anti-money laundering and counter-terrorism financing.
- 26.4.** Regarding internal money transfers:
- a)** The Company has detected comments in various forums, websites, or blogs, regarding the ways money has been transferred between accounts.
  - b)** Transferring funds between trading accounts of the Company is not permitted, without the Company’s explicit consent and approval.
  - c)** The Company monitors the trading activity of each Customer and reserves the right to block an account and prohibit any activity, if the Company has reasonable grounds to suppose that the internal transfers of the account’s holder are in breach of a regulation or law it abides to, the Company’s Anti-Money Laundering and Counter-Terrorism Policies, and/or is not recognized to be used for trading purposes as expressly stipulated above.
  - d)** After blocking a suspicious account, the Company shall conduct an internal review of the suspicious account(s) and may inform respective authorities of the issue.

## **27. LMML Requirements**

- 27.1.** As under the LMML, the Company is obliged to identify its customers and to require them to submit a declaration of origin of the funds before performing operations or concluding a transaction in the amount of:
- a)** Over five thousand euros (EUR 5,000) or their equivalent in foreign currency.
- 27.2.** The Company is obliged to identify the Customer also when performing more than one operation or transaction, which collectively exceeds the amounts specified in the previous provision and/or when the operations or transactions are related.



- 27.3.** When needing to identify the Customer, the Company has the right to request any documents it deems necessary to perform and complete said identification process, as stipulated in [Article 8](#) and [Article 25](#) in this Agreement.
- 27.4.** When needing to declare the origin of the Customer's funds for an order, said declaration will be done by the Customer filling out and submitting to the Company a declaration form, similar to that as described in [Article 8](#) of this agreement.
- a)** Said declaration must be completed, signed, sent, received, and accepted by the Company before any Products are sent to the Customer.
- 27.5.** The Company's identification requirements shall be in accordance with the Company's internal policies and may vary from one customer to another, in accordance with applicable metrics and information obtained by the Company and/or its partners with respect to such customer and/or with respect to a third party.

## **28. Governing Law and Applicable Regulations**

- 28.1.** The operations BullionZ conducts are centered around precious metals, including, but not limited to:
- a)** Buying, selling, delivery and storage of physical precious metal coin and bullion products;
- b)** Trading and exchange services for precious metal-backed virtual currencies or digital assets;
- c)** Transactions with precious metals; and
- d)** Precious metal products available for export, import, and processing.
- 28.2.** BullionZ is duly licensed and registered by the following public registers:
- a)** The Ministry of Economy under certificate № 7543;
- i.** This registration provides the Company license to work on precious metal achievements, processing, and transactions.
- 28.3.** The Company's operations are governed and controlled by the following authorities:
- a)** The Ministry of Economy and the National Revenue Agency
- i.** In accordance with currency law and its related acts, hereby refer to BullionZ as a person working in the field of obtaining, processing, and dealing with precious metal articles.
- b)** State Agency for National Security
- i.** In accordance with the Law on Measures against Money Laundering (LMAML) and its regulations, this agency concerns the storage and transport of financial and monetary funds of people.
- c)** The Lithuanian Financial Crime Investigation Service (FCIS)



- 30.1.** In consideration of the governing laws and applicable regulations that the Parent and Company must abide by—as stipulated in [Article 29](#); BullionZ restricts and prohibits the use of its services from, and by residents or nationals of the following jurisdictions:
- a)** Democratic People's Republic of Korea, Iran and Myanmar,  
As per the backlisted countries by FATF  
<https://www.fatf-gafi.org/en/countries/black-and-grey-lists.html>
- 30.2.** By accessing and using the Company's Website, Systems, Services and Products, the Customer represents, consents, and warrants that they have not been included in:
- a)** Any economic sanctions list;
  - b)** The list of specially designated nationals maintained by OFAC (Office of Foreign Assets Control of the U.S. Department of the Treasury);
  - c)** The denied persons or entity list of the U.S. Department of Commerce; and/or
  - d)** Any EU or UN sanction list of legal and natural persons.
- 30.3.** The Parent reserves the right to choose markets and jurisdictions to conduct business with.

## **31. Warranties**

- 31.1.** These Terms along with our Privacy Policy, and other corporate legal documents, constitutes a legally binding agreement between the Customer, BullionZ, AG Bullion LTD, and any affiliated companies, websites, applications, and tools, concerning the Customer's access to and use of the [www.BullionZ.com](http://www.BullionZ.com) Website and Systems as well as any other media form, media channel, mobile website, or mobile application related or connected thereto.
- 31.2.** The Company makes no representation that the Website and Systems are appropriate or available in other locations other than where it is operated by the Company.
- 31.3.** The information provided on the Website and Systems is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject the Company to any registration requirement within such jurisdiction or country. Accordingly, customers who choose to access the Website and Systems from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
- 31.4.** The contract established between the Company (Seller) and the Customer (Buyer) in connection with the sale of Products purchased via the E-Shop on the Website, consists of:
- a)** These Terms;
  - b)** The order made by the Buyer; and

- c)** The order confirmation sent by the Seller to the Buyer upon receipt, acceptance, and processing of the order, including, but not limited to payment confirmation and receipt of funds required to purchase said items.
- 31.5.** Ownership of the Products purchased along with risks of accidental loss and damage pass from the Seller to the Buyer upon delivery receipt of the Products to the Buyer by the courier.
- 31.6.** The Buyer has the opportunity to store and/or reproduce any specified documents on paper or electronically in relation to orders for purchased Products through the Seller.
- a)** Without limiting the generality of this Subclause, the Customer may not resell, melt, or reproduce the precious metal products sold by BullionZ through its E-Shop.
- 31.7.** An offer made by the Buyer for the purchase of Products will not be considered accepted by the Seller if the Products, subject to the order, are not delivered to the Buyer under the terms stipulated in this document.
- 31.8.** Without prejudice to any other provisions in this Agreement, the Company's Website, E=Shop, Platform, Products, and Services are provided "as is" and neither we, nor our Parent, Daughter, or any of our current or previous shareholder(s), director(s), manager(s), representative(s), agent(s), employee(s), consultant(s), affiliate(s), associate(s), contractor(s), third-party product or service provider(s), financial, banking, or payment provider(s), institution(s), or member(s) [*hereinafter collectively also referred to as: 'Connected Person(s)'; wherever the context permits or requires*] make any representations or warranties of any kind whatsoever regarding, but not limited to:
- a)** The availability, currency, accuracy, performance, or completeness of our Website, Systems, Products, and/or Services;
- b)** Profitability of the Customer's trading decisions and actions;
- c)** The increased trading experience or level of the Customer through employment of the Company's educational or informative information;
- d)** The results to be obtained by the Customer or anyone else from the use of our Systems;
- e)** Any third-party content accessible on or through our Systems;
- f)** The correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing, or continued availability of our Systems;
- g)** Any failure of any connection or communication service to provide or to maintain Customer's access to our Systems, or for any erroneous communications between the Customer and us;
- h)** Implied warranties of merchantability, fitness for a particular purpose, or noninfringement;
- i)** That our Systems will meet Customer needs, will be uninterrupted, timely, secure, or errorfree.

- j) That the results obtained from the use of our Systems will be accurate or dependable; and
- k) That the quality of any Products, Services, information, or other material purchased or obtained will meet Customer expectations.

## **32. Limitation of Liability and Indemnity**

- 32.1.** As a condition of the Customer's use of the Company's Website, Systems, Products, and Services, they along with any person or entity that has access to the Customer's account(s) (authorized or otherwise), agree to indemnify and hold the Company and any Connected Person(s) free from and against any and all claims, suits, losses or damages (whether in contract or tort), liabilities, costs, and expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, arising from or connected to any violation or breach of this Agreement (including negligent or wrongful conduct) by the Customer or any other person accessing and/or using the Company's Website, Systems, Products, and Services.
- 32.2.** The Customer and any other person or entity that has access to the Customer's account(s) (authorized or otherwise) shall also indemnify and hold the Company and/or any Connected Person free and against any claim by third parties and/or for any loss, liability, costs, or expenses which the Company or any third party may have incurred or paid in respect to any act or omission of the Customer, their authorized representative or attorney, due to the performance of this Agreement, the provision of any Services, and/or the liquidation of any financial instruments of the Customer in settlement of any claims of the Company.
- 32.3.** The Company shall not be liable for any:
- a) Act;
  - b) Omission;
  - c) Solvency of any bank, execution venue, liquidity provider or other third party that acts on behalf of the Customer; and/or
  - d) Entity that transacts on behalf of the Customer.
  - e) Any loss suffered by the Customer in connection with this Agreement or the Services or Products offered.
- 32.4.** It is provided that the Company shall also not be liable to the Customer or any other person (authorized or not) for any consequential, circumstantial, special, or indirect damages (including without prejudice to the generality of the aforementioned, loss of profit, loss of opportunity, commercial losses, and damages, etc.) which are incurred by the Customer in connection to this Agreement and the Company's Products and/or Services.

- 32.5.** The Company will not be held liable for any loss, damage, or expense incurred by the Customer or and any other person or entity that has access to the Customer's account(s) (authorized or not) in relation to, or directly or indirectly arising from, but not limited, to the following:
- a)** Any error, failure, interruption, or disconnection in the operation of the Website, Company Systems, any delay caused by the Customer's terminal or transactions, any technical problems, system failures, malfunctions, communication line failures, equipment or software failures or malfunctions, access issues, capacity issues, high internet traffic demand, security breaches, unauthorized access, and/or other similar computer problems and defects;
  - b)** Any failure by the Company to perform any of its obligations under this Agreement as a result of a Force Majeure event or any other cause beyond its control;
  - c)** The acts, omissions, or negligence of any third-party;
  - d)** Any person obtaining the Customer's data, prior to the Customer's reporting to the Company of the misuse of their data;
  - e)** Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data, and access data when the above are transmitted between the parties or any other party, using the internet, other network communication facilities, post, telephone, or any other electronic means;
  - f)** Currency risk materials;
  - g)** Any changes in the rates of tax;
  - h)** The occurrence of "Slippage";
  - i)** Abnormal market conditions;
  - j)** Any acts or omissions (including negligence and fraud) of the Customer and/or their authorized representative;
  - k)** For the Customer's or and any other person's or entity's trading decisions (authorized or not);
  - l)** Any and all orders given in relation to and/or via the Customer's account(s); and
  - m)** The contents, correctness, accuracy, and completeness of any communication.
- 32.6.** The Customer and any other person or entity that has access to the Customer's account(s) (authorized or otherwise) agrees with the Company; for the Company's own benefit and for the benefit of any Connected Person(s), that the Company directly would alone be liable to the Customer or other person (authorized or not) if proven and warranted in relation to applicable laws and regulations that the Company abides by.
- a)** Without diminishing the generality of the aforementioned Section, no Connected Person(s) will be personally liable to the Customer or any other person (authorized or not) whether in contract or tort, including negligence or otherwise.
- 32.7.** Subject to the terms of this Agreement and applicable regulations, the Customer agrees that the Company's maximum aggregate liability, if any at all, to the Customer whether in contract, tort (including negligence) or otherwise shall not exceed the amount(s) the

Customer deposited or paid to the Company for trading or product purchase requirements, less any amount which were paid to third party providers such as PSP's, banks, liquidity providers, courier partners, and/or any other service provider that the Company used to process the Customer's purchase payment, delivery and shipment, deposit, or withdrawal.

### **33. Agreement Confirmation and Signature**

These are the Company's standard terms and conditions upon which the Company intends to rely on.

By opening an account with the Company the Customer accepts the terms of this Agreement AS IS.

This Agreement, along with any amendment, appendix, or any other versions, and other legal documents, referenced to directly or indirectly in writing or otherwise by the Company, are readily available on the Company's Website.

If the Customer has any questions, please call (+359)88-958-2450 or e-mail the Company at either [support@BullionZ.com](mailto:support@BullionZ.com) or [compliance@BullionZ.com](mailto:compliance@BullionZ.com).

For the Customer's own benefit and protection, they should read this Agreement carefully before agreeing to it and commencing a business relationship with the Company.

If the Customer does not understand any Article, Section, Clause, or Subclause of this Agreement, they should ask for further information or seek independent legal or financial advice.

BY CHECKING THE BOX NEXT TO THE PHRASE "*I have read, understood and accept the Terms and Conditions\* Declaration Statement*" (OR SIMILAR), ON ANY SIGNUP AND REGISTRATION PAGE, THE CUSTOMER HEREBY SUBMITS AND CONFIRMS THEIR AUTHORIZED SIGNATURE AND THEIR UNDERSTANDING THAT THE FOLLOWING AGREEMENT APPLIES TO THEM.

THE CUSTOMER HAS READ THIS AGREEMENT AND ANY CONDITIONS REFERENCED TO IT AND UNDERSTANDS AND AGREES TO THEIR TERMS IN FULL.