

## TERMS

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These Terms of Use (the “Terms”) regulate the issues regarding the use of golden in its cash and blockchain form, Websites, services of Golden Currency, tokens and all related issues.

### 1. Definitions

1.1. The following definitions are used:

- a. “Customer”, “user”, “you”, and “your” refers to the person or entity accessing Websites, participating in golden issues, using golden, Golden Currency services, tokens or Websites.
- b. “Golden Currency”, if not mentioned with certain legal structure, refers to all companies of Golden Currency group, including Golden Currency Ltd, Golden Currency OÜ and any other entities that will be a part of the group.
- c. “Company”, “our”, “we”, and “us” collectively refers to Golden Currency.
- d. “Websites” refers to goldencurrency.world, goldencurrency.money, goldencurrency.io and any other websites owned or operated by Golden Currency.
- e. “Party” may refer to either you or us, and “Parties” refers to both you and us. For the avoidance of any doubt, the contracting parties in our Terms are you and Golden Currency OÜ.

### 2. Acceptance of Terms

2.1. By using golden, participating in golden issues, accessing Websites, using Golden Currency services, tokens you agree to be bound by our Terms and all applicable laws, rules and regulations, and you agree that you are responsible for compliance with, and that you are compliant with, all applicable laws, rules, and regulations.

If you do not agree with any of our Terms, you are prohibited from using golden, participation in golden issues, use of Golden Currency services,

tokens or accessing Website; your only recourse is to stop using golden, services, tokens or Websites. Any use of golden, services, tokens or Websites is your deemed acceptance of our Terms as they may be modified and amended from time to time.

### **3. Modification**

3.1. Golden Currency may revise our Terms at any time and without notice to you or third parties. By using golden in its cash and blockchain form, Websites, services of Golden Currency, tokens and all related issues you agree to be bound by the then-current version of our Terms. Continued use of golden in its cash and blockchain form, Websites, services of Golden Currency, tokens after a revision may affect transactions or other activities that you have already undertaken. We reserve the right to make any changes retroactively. You should check back often in case our Terms undergo changes.

### **4. Eligibility**

4.1. By using golden in its cash and blockchain form, Websites, services of Golden Currency, tokens you represent and warrant that you are:

- a. at least 18 years old and have full capacity to contract under applicable law,
- b. only transacting on Golden Currency with legally-obtained funds that belong to you,
- c. not furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of Golden Currency, and
- d. complying with and obeying all applicable laws, rules and regulations.

4.2. We reserve the right to terminate your access to Golden Currency Websites and services for any reason and in our sole and absolute discretion. Use of Golden Currency is void where prohibited by applicable law.

4.3. Prohibited jurisdictions. Some jurisdictions do not allow you to use Golden Currency services or parts of it (for example, use of tokens, participation in ICO, tokens sales, using of golden for purchases, etc.).

You are prohibited from using or accessing golden in its cash and blockchain form, Websites, services of Golden Currency, tokens from such jurisdictions. Transactions from users in these jurisdictions are prohibited, and Golden Currency may seize any funds from users in these jurisdictions and donate them to a charity at Golden Currency's sole discretion. By accessing this site or any services therein, you represent and warrant that you are not physically located in such prohibited jurisdictions.

You should check yourself or use consultancy services from lawyers to confirm that your jurisdiction allows you to use any of our services.

Golden Currency is not liable or responsible for any damages, claims, applications, losses, etc. as the result of your use of Golden Currency services in case you are from prohibited jurisdictions.

4.4. You are prohibited from using or accessing any Golden Currency services, to transmit or exchange digital assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including terrorism or tax evasion. Golden Currency reserves the right to deny, delay, or cancel a transaction it perceives as a risk of criminal or fraudulent activity.

## **5. Golden**

### **5.1. New issue.**

#### **5.1.1. Participation in new issue.**

##### **5.1.1.1. Who can take part in new issue.**

You can take part in new issue of golden if you satisfy the terms described in p.4. Eligibility of Terms.

##### **5.1.1.2. The issuer and service provider.**

Golden Currency Ltd represents the issuer of golden in its cash form (“**Issuer**”). The issue is done currently under laws of USA.

Issuer only issues money based on financing and request from Service Provider. All activities with third parties related to golden are done through Service Provider.

Golden Currency OÜ is currently an exclusive service provider/agent (“**Service Provider**”) of Golden Currency Ltd. Service Provider provides the following services:

- makes an advance payment to Issuer for golden new issue (can use third parties money attracted for the issue)
- announces and provides new issue promotion
- distributes golden between its buyers
- provides all related services to golden users
- supports Websites
- etc.

Service Provider is the only company that buys golden in its cash form from Issuer.

Service Provider provides services related to blockchain form of golden.

Service Provider has all legal liabilities for activities described in Terms.

Golden Currency has a right to change or make new Issuers, Service Providers, without prior notice.

##### **5.1.1.3. How the issue is done.**

Issuer initiates new issue by signing pre-issue memorandum.

Pre-issue memorandum is provided for public access by Service Provider.

Service Provider can initiate new issue campaign to attract money that will be used to buy out golden new issue. In such a case Service Provider:

- a) provides all infrastructure for users willing to participate in new golden issue
- b) makes marketing to attract buyers of golden

The issue is currently done the following way after the pre-issue memorandum is signed by Issuer:

- 1) Service Provider announces the start of new issue
- 2) Service Provider provides an opportunity for new users to register online at Websites to get access to their personal account and participate in new issue
- 3) New participants in order to get golden must send money to the wallets/account provided in their personal account after registration.
- 4) Service Provider can provide the approximate price and number of golden to be received by user. Yet it is only preliminary price and number! Service Provider does not guarantee that User will get the exact number of golden calculated at the moment of payment, it can differ significantly, Service Provider will not cover any costs related to such difference. The resulting number of golden will be calculated only after the issue is over, based on the pricing, exchange rates and fees that were used for the issue, and not at the moment of payment. The number of golden will be calculated according to p.11) below.
- 5) Service Provider sets an initial time period during which it plans to attract money for the new issue. It can be not more than 60 days, but can be extended for any number of new periods in case the min cap is not reached.
- 6) The min cap for the issue is the money that will be enough to buy 1 kg of 999.9 gold with seigniorage and all related exchange and transaction costs.
- 7) Service Provider can stop the issue any time, even before the end of the period, without prior notice.
- 8) User that made a payment can get money back. In such case the following terms are applied:
  - a) In case a User requests a refund during the time period, mentioned in p.5) above, and not less than 5 calendar days before the end of the period or 5 calendar days before the announced by Service Provider end of the time period, in case such announcement happens earlier. User in such a case can get the sum that he transferred **less 5% penalty fee** paid to Service Provider and less all the fees and costs related to refund transaction.

- b) In case the min cap is not reached User can request a refund during the second/third/etc. time period, mentioned in p.5) above, and in case the request was received by Service Provider during the first 5 calendar days of the period, and 5 calendar days before the announced by Service Provider end of the time period, in case such announcement happens earlier, User will get the sum that he transferred **without any penalty fees**. Only fees and costs related to refund transaction will be charged.
  - c) In case User requests a refund during the time period, mentioned in p.5) above, and less than 5 calendar days before the end of the period or 5 calendar days or less before the announced by Service Provider end of the time period, in case such announcement happens earlier. In such a case the refund is not allowed.
  - d) The request must be sent to email [contact@goldencurrency.money](mailto:contact@goldencurrency.money)
  - e) The sum is transferred only to the account from which the payment was done and only in a form of payment that was used by User. Service Provider can request information for KYC to make a refund and decline the refund in case User will not provide data requested by Service Provider.
- 9) Service Provider after the issue is over makes an announcement.
- 10) After the announcement Service Provider transfers money to Issuer to buy gold, mint golden and pass it to Service Provider, who becomes owner of golden and passes it to Users. The process takes time, which can normally be up to 1 month, but can be increased, depending on the issue.
- 11) Service Provider calculates the number of golden to be provided to each User according to this:  
**(total sum transferred to Service Provider)/(Service Provider price of golden),**  
where  
**Service Provider price of golden = (average cost of 0.025 grams of gold acquired for the current issue)\*(1+seigniorage rate for the issue) + all transactions and exchange average costs for 1 golden issued**
- 12) By default the upward rounding of all costs to 2 decimal places and rounding down of golden number to 2 decimal places is used.
- 13) In case User wants to get golden in its cash form, Service Provider does not charge the costs of the transfer for the initial posting of such money and considers that he satisfies all obligations after he passed golden to courier/post service to be sent to the address provided by User. In case of wrong address provided by User all additional costs are to be paid by User.

- 14) User can ask for golden cash form only in case he acquires more than minimum number of golden for cash form, which is set by Service Provider. In case User wants to get less golden, cash form of golden can not be provided, even for additional cost at the issue. In case User wants to get cash form later he can use Service Provider services of exchange between different forms of golden.
- 15) In case after the gold is acquired, the issue is over and a certain sum of money is still left after all costs and seigniorage, such sum must be returned to Users. Service Provider can return it the following way: partly (in case the sum is less than the sum transferred by such User, in such a case the User will get the number of golden that is correlated to the sum transferred by such User less the sum transferred back) or fully (in case the sum is equal or more than the sum transferred by such User, in such a case the User will not receive golden) the sum is transferred back to the last User who wanted to get noncash form of golden and participated in the issue. In case still the sum is left – the process is repeated for the next User from the end by time, and so on until all the sum is transferred. All transaction, exchange and related costs in such cases are covered by the sum left.
- 16) Service Provider can request for KYC process, in such a case if User doesn't provide information requested Service Provider can return the funds received less all the transaction costs and fees related to such refund.

#### **5.1.1.4. Exchange golden for gold**

##### **5.1.1.4.1. General information**

Every owner of golden can exchange golden for gold. The service is provided by Service Provider. The service is provided for free by Service Provider, yet storage withdrawal charges are applied by vault storage provider.

##### **5.1.1.4.2. How to apply for exchange**

In order to get gold you must make a request by email to [contact@goldencurrency.money](mailto:contact@goldencurrency.money) at least 7 days before the withdrawal. All details for the process will be provided in reply.

##### **5.1.1.4.3. Where can gold be acquired**

You can pick up gold bullion at the storage of gold, owner of golden must come to the vault to get gold during the opening hours. The vaults are planned to be distributed around the world, so that you will be able to choose the closest place to you. Yet, at the moment you can exchange golden for gold at the following vault:



## **BULLIONSTAR**

Address: 45 New Bridge Road Singapore 059398

Opening Hours:

Monday - Thursday: 11 am to 7 pm

Friday: 11 am to 5 pm

Saturday: 10 am to 2 pm

Closed on Sundays and Public Holidays

### **5.1.1.4.4. The minimum golden to exchange for gold**

As gold is presented in bullions form the minimum quantity of golden is set to get a bullion. Normally 1 kg bullions are planned to be used. As each golden is backed by 0.025 grams of gold, you must own minimum 40 000 golden and use any quantity of golden proportional to 40 000 golden to exchange for gold.

Exchange for gold partly by golden and partly by other means of payment is not allowed.

Other terms can be applied for certain golden issues.

Special terms are applied for Golden Issue #1:

- owner of cash form of Golden of Issue #1 can exchange minimum 100 golden of the issue (for 2.5 grams bullion)

### **5.1.1.4.5. Fees**

No fee is set by Service Provider for exchange of golden for gold. Yet, withdrawal charges are applied by vault storage provider. At the moment the storage provider is Bullionstar, information about withdrawal fees can be provided by Service Provider in reply to request to [contact@goldencurrency.money](mailto:contact@goldencurrency.money) or can be found at vault storage provider (currently at <https://www.bullionstar.com> ).

## **6. PGCT**

### **6.1. Token purchase**

Currently Golden Currency OÜ issued PGCT tokens that are available currently at [www.goldencurrency.world](http://www.goldencurrency.world) website only for private purchase through personal account.

User must make an advance payment according to details provided at his personal account. After the payment and filling out the request through the personal account the PGCT tokens will be transferred to ETH wallet that User provided in his request. Golden Currency will handle requests from users on a case by case basis. It may take normally up to 24 hours to confirm the payment and change the status.

The asset will be confirmed to the user by changing the Order Status in personal account, which will indicate “Done” or “Completed.”

## **6.2. Returns and Refund Policy**

Digital assets are, by their nature, generally irreversible, and their exchange rates are highly volatile and transitory. We are not responsible for any risk in use of the Websites, including, without limitation, exchange rate risk and market risk.

All sales of PGCT tokens are final. You can not return funds after the payment is done by you.

ETH wallet that User provides in his personal account must be ERC20 compatible, so that you could receive PGCT ERC20 tokens.

In case wrong ETH wallet address was provided by User or in case the wallet provided by User does not support ERC20 tokens, and the tokens has been transferred by Golden Currency to such address and Golden Currency can't by their own, without any help or discussions with third-parties return the tokens, in such a case it is considered that Golden Currency fulfilled all obligations and User is fully responsible for returns and management of his tokens. Golden Currency is not liable or responsible for any damages, claims, applications, losses, etc. as the result of it.

## **6.3. Prices, Exchange Rates, and Confirmations**

Cryptocurrency and digital assets are highly experimental and risky. Golden Currency's service attempts to provide accurate price and exchange rate information, but this information is highly volatile and can change quickly without users necessarily being aware of these changes.

You may contact customer support for more information on exchange rates ( [contact@goldencurrency.world](mailto:contact@goldencurrency.world) ).

## **6.4. KYC**

Golden Currency can request for KYC process, in such a case if User doesn't provide information requested Golden Currency can return the funds received less all the transaction costs and fees related to such refund.

## **6.5. Who can buy PGCT.**

You can buy PGCT only if you satisfy the terms described in p.4. Eligibility of Terms.

## **7. Other**

### **7.1. Third-Party Phishing Scams**

There are fake websites pretending to be Golden Currency known as "phishing scams." They often use a misspelled URL that looks like "goldencurrency.world", etc. In order to trick users into sending them funds. DO NOT USE ANY SERVICE THAT ISN'T LOCATED EXACTLY AT THE WEBSITES DOMAINS.



Golden Currency is not responsible for funds that have been sent to any fake Golden Currency phishing scams. It is the responsibility of the user.

Users should not trust private messages, solicitations or requests for funds from people claiming to represent Golden Currency unless you have verified that it is an official request from a Golden Currency employee. When in doubt, contact us directly to verify any messaging. Stay diligent and please report any phishing scams to our team through the Golden Currency to e-mail: [contact@goldencurrency.world](mailto:contact@goldencurrency.world)

## **7.2. Investment Advice**

Golden Currency does not endorse or recommend any particular digital asset, transaction, or purchasing strategy. No content on the Golden Currency website nor communications with company personnel constitutes purchase or investment advice and independent advice should be sought where appropriate. You acknowledge and agree that all purchase decisions are made solely by you and Golden Currency bears no responsibility or liability for the outcome of your decisions.

The digital assets available on the Golden Currency platform are not securities and users should not expect profits from the purchase of any digital asset. All purchases should be made with the intent to make use of the underlying utility of the digital asset.

## **7.3. Privacy and Transparency Statement**

By accepting our Terms, you accept our Privacy Policy, which is presented at [www.goldencurrency.world](http://www.goldencurrency.world) and [www.goldencurrency.money](http://www.goldencurrency.money) websites.

## **7.4. Investigations**

You agree and accept that you will comply fully with any investigations initiated and conducted by Golden Currency for any reason. This includes, without limitation, responding to interrogatories to Golden Currency within the timeframe prescribed by us. You must not impede or delay any investigation conducted by Golden Currency.

## **7.5. KYC**

Golden Currency can request Users for KYC process.

## **7.6. Dispute Resolution**

Our Terms are governed by the laws of the Estonia, and any and all laws applicable therein.

### **7.7. Arbitration**

Any dispute, controversy or claim arising out of or in relation to our Terms, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Estonian Rules:

- a. The number of arbitrators shall be one.
- b. The seat of the arbitration shall be Estonia.
- c. The arbitral proceedings shall be conducted in English.
- d. The Expedited Procedure shall apply.

### **7.8. Copyright**

All the materials contained in the Websites are protected by applicable copyright and trademark laws and treaties.

### **7.9. Severability**

If any provision of these Terms is to any extent illegal, otherwise invalid or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability and all other terms hereof shall remain in full force and effect. To the extent permitted and possible, any invalid or unenforceable provisions shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable provision.

## **8. Limitations**

By accepting our Terms, you accept our Disclaimer, which is presented at Websites.

Use of Golden Currency may carry financial risk, and is to be used for experimental purpose only. In no event shall Golden Currency be liable or responsible for any damages, claims, applications, losses, injuries, delays, accidents, costs, business interruption costs, or other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, loss of cryptocurrency or digital assets, work stoppage, data loss, computer failure or malfunction, or any other commercial or other losses directly or indirectly arising out of or related to: our Terms; the Privacy Statement; any service of Golden Currency; the use of golden in its any form; any use of your digital assets or cryptocurrency on Golden Currency by any other party not authorized by you (collectively, all of the foregoing items shall be referred to herein as "Losses").

Golden Currency is hereby released by you from liability for any and all Losses. We disclaim any and all warranties or guarantees, including any warranty of merchantability and warranty of fitness for any particular purpose. The foregoing limitations of liability shall apply whether the alleged

liability or Losses are based on contract, negligence, tort, strict liability, or any other basis, even if Golden Currency has been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of other remedies.

Notwithstanding anything else in our Terms, in no event shall the combined aggregate liability of Golden Currency for any Loss hereunder exceed 10 EUR.

## **9. Contact Us**

Golden Currency employs a robust support staff ready to discuss with you any questions, complaints or issues you may be having with Golden Currency. We cannot guarantee a response time, but we make efforts to respond within 48 hours.

The easiest way to contact us is through e-mail: [contact@goldencurrency.world](mailto:contact@goldencurrency.world)

## **10. Entire Agreement**

These Terms completely and exclusively state the agreement between you and Golden Currency regarding their subject matter. These Terms supersede and govern all prior or contemporaneous understandings, representations, agreements, or other communications between you and Golden Currency, oral or written, regarding such subject matter.