

Terms of Service for UniEGold

Terms of Service Roadmap for UniEGold

1. Introduction

- 1.1 Acceptance of Terms
- 1.2 Updates to Terms

2. Definitions

List of terms used throughout the TOS with their respective meanings.

3. Registration and Account Security

- 3.1 Requirements for Registration
- 3.2 Account Responsibilities
- 3.3 Termination of Account

4. Use of the Platform

- 4.1 Acceptable Use
- 4.2 Prohibited Actions and Content

5. Intellectual Property

- 5.1 Ownership of Content
- 5.2 User-Generated Content

6. Limitation of Liability

Outline the limitations of UniEGold's liability concerning the use of the platform.

7. Dispute Resolution

- 7.1 Governing Law
- 7.2 Arbitration Agreement

8. User Responsibilities

Explanation of users' roles and responsibilities when using UniEGold.

9. Privacy Policy

 Reference to your separate privacy policy that explains how user data is collected, used, and protected.

10. Termination of Services

Grounds for the termination of user access and the process involved.

11. Disclaimers

Legal disclaimers, including the fact that UniEGold is not a financial advisor.

12. Indemnification

 How users will compensate (or "indemnify") UniEGold for any harm resulting from users' misuse.

13. Third-party Links and Services

Policies regarding links to third-party sites or services available on UniEGold.

14. Miscellaneous

- 14.1 Severability
- 14.2 Entire Agreement
- 14.3 Waiver
- 14.4 Assignment

16. User Requirements

- 16.1 Age Restrictions
- 16.2 Regional Restrictions
- 17. UniEGold Services Description of the core services provided by UniEGold.
- 18. Gold Tokens Detailed information about the gold-backed tokens and their redemption process.
- 19. Restrictions Highlight any specific restrictions or limitations on UniEGold's guarantees.
- 20. Unforeseen Events/Force Majeure Stating that UniEGold is not responsible for unpredictable events that are outside of its control.
- 21. Rights Transfer Detailing the conditions under which rights granted by the TOS can be transferred, especially noting that users cannot transfer their rights but UniEGold can.
- 22. Data Sharing Outlining circumstances where UniEGold might be required to share user information with legal entities or authorities.
- 23. Digital Communication Details about electronic communication expectations and standards.
- 24. Contact Information
 - Information on how users can contact UniEGold for queries, complaints, or clarifications.

Definitions

 "Account": Represents the digital dashboard or interface endowed by UniEGold to the User. This interface enables Users to manage, transact, view the status of

- their Gold Tokens, modify personal details, interact with customer support, and access a range of other features as integrated by UniEGold.
- "AML" (Anti-Money Laundering): Refers to the regulatory procedures, laws, and standards aimed at preventing and detecting money laundering activities.
 UniEGold adheres to strict AML guidelines to ensure its platform is not used for illicit financial activities.
- "Anti-Corruption": Relates to the measures, policies, and procedures established by UniEGold to prevent bribery, corruption, and other unlawful or unethical practices within its operations or associated activities.
- "Digital Wallet": Designates the digital tool, application, or interface that allows Users to store, manage, and transact with their Digital Tokens.
- "Economic Sanctions": Denotes the punitive measures or restrictions imposed by national or international authorities against specific countries, organizations, or individuals for various reasons, including political or economic misconduct.
- "Gold Reserve": Denotes the aggregate physical gold holdings managed, owned, or supervised by UniEGold or its affiliated entities. This reserve provides the foundational value and assurance for the Gold Tokens issued by UniEGold.
- "LBMA" (London Bullion Market Association): An international trade association
 that represents the over-the-counter market for gold and silver bullion. It sets the
 universally recognized standards for bullion bars traded and stored in major
 vaults globally.
- "Prohibited Person" means any U.S. Person; any Canadian Person; the Government of Venezuela; citizen or resident of, Government or Government Official of, or Person in or subject to the jurisdiction of, any Prohibited Jurisdiction; and any Sanctioned Person.
- "UniEGold" or "DIGITAL GOLD-ANCHORED TOKEN" or "Tokens": Represents
 the digital embodiment of a value rooted in physical gold owned by UniEGold and
 safeguarded by UniEGold or its specified custodians. Each Token doesn't
 symbolize a quantifiable amount of gold; instead, its value is derived from and
 supported by the underlying gold reserves from transactions fees held by
 UniEGold.
- "User": Denotes any individual or entity that registers an account with UniEGold, engages with our platform, or utilizes any of the Services as outlined herein. This term applies regardless of the nature, frequency, or purpose of the use.
- "Unacceptable Use": Designates any application, engagement, or interaction with UniEGold's Services that, as determined solely by UniEGold, is harmful, illegal,

- disruptive, misleading, or purposed to defraud, disadvantage, or harm either UniEGold, its reputation, or any of its Users. Such determination is subject to change and may be influenced by evolving legal, ethical, or operational considerations.
- "Services": Encompasses the comprehensive range of functionalities, payment methods, transaction platforms, operations, or interfaces provided, facilitated, or endorsed by UniEGold. This includes, but is not limited to, the issuance and management of digital gold-anchorer tokens.
- "Sanctions List" means the "Specially Designated Nationals and Blocked Persons" ("SDN") List and the Non-SDN List, including the "Sectoral Sanctions Identifications List", published by OFAC; the Section 311 Special Measures for Jurisdictions, Financial Institutions, or International Transactions of Primary Money Laundering Concern published by FinCEN; and, any other foreign terrorist organization or other sanctioned, restricted, or debarred party list published by the FIA, or under Economic Sanctions, AML, or CTF Laws of or by Governments of the British Virgin Islands (including any sanctioned, restricted, or debarred party list under the Laws of the United Kingdom and applicable in the British Virgin Islands), United States and the United Nations;
- "Terms": Refers to these Terms of Service, including all its provisions, definitions, clauses, and any amendments or modifications made from time to time by UniEGold.

Agreement to Terms:

(a) Acceptance of Terms: Before accessing or using any services, platforms, or functionalities offered by UniEGold ("Services"), each User must explicitly agree to and accept these Terms in their entirety. Using the Services, directly or indirectly, implies full and unreserved acceptance of these Terms.

(b) Eligibility and Prohibitions:

- General Eligibility: Only those Users who have the legal capacity to enter into binding agreements may agree to these Terms and utilize the Services. If a User does not have the legal capacity or is not permitted to be legally bound for any reason, they must refrain from using the Services.
- Prohibited Persons: Every Prohibited Person is strictly forbidden from directly or indirectly holding, owning, or operating a UniEGold Token Wallet or UniEGold

- Tokens in any manner, or otherwise transacting on or using any UniEGold Tokens, the Services, or the platform.
- Wallet Operations: No UniEGold Token Wallet may be operated, and no order or transaction in UniEGold Tokens or in a UniEGold Token Wallet may be executed for the financial or other benefit of a Prohibited Person.
- Outside Entities: For any Person or entity organized outside the United States and its territories, the prohibitions detailed in subsections 2(b)-2 and 2(b)-3 are governed by relevant international and local agreements and will be applied at the entity level.
- (c) Updates & Modifications: UniEGold reserves the right to modify, supplement, or replace any part of these Terms at any time. It is the User's responsibility to review these Terms periodically. Continued use of the Services following the posting of changes or updates will constitute the User's acceptance of those changes.
- (d) Termination: UniEGold retains the right to limit, suspend, or terminate any User's access to the Services if there is a belief that the User is not complying with these Terms or if they are suspected of using the Services for malicious, illegal, or harmful purposes.
- (e) Legal Compliances: Users must ensure that they comply with all local, national, and international laws, regulations, and policies when accessing or using the Services.

"Any individual or entity that is subject to economic and trade sanctions, or fits the criteria for potential money laundering, terrorist financing, or other financial crimes, is strictly forbidden from directly or indirectly holding, owning, operating, transacting, or using UniEGold tokens, wallets, services, or platforms.

This prohibition applies to persons or organizations identified on any applicable denied persons list, blocked persons list, or designated national lists in the jurisdictions UniEGold operates, including but not limited to:

- Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List
- Financial Action Task Force (FATF) lists of high-risk jurisdictions with strategic AML/CFT deficiencies
- EU consolidated list of persons, groups and entities subject to financial sanctions

UniEGold maintains a rigorous internal framework of compliance procedures to identify and bar access to any prohibited persons. This includes mandatory Know Your Customer (KYC) checks on all wallet holders and transaction monitoring mechanisms. The prohibition applies irrespective of whether the person is attempting to access UniEGold directly or indirectly through third parties. The aim is to fully exclude prohibited persons per global AML, counter-terrorist financing and sanctions regulations."

1. Introduction

Welcome to UniEGold, a platform built around the concept of creating and managing digital value tied to tangible assets. By accessing our platform, website, applications, tools, and services, you're entering into a binding legal agreement, which we detail in the following Terms of Service.

1.1 Acceptance of Terms

By using the UniEGold platform and any of its associated services, you acknowledge that you have read, understood, and agree to be bound by the following terms and all applicable laws and regulations. If you do not agree with any of these terms, you are prohibited from using or accessing this platform.

The terms "UniEGold","Digital Gold-anchored token", "D.G.A.T", "UEG" at "us", "we", or "our" refer to the owner and operator of the platform. The term "user", "you", or "your" refers to the individual or entity accessing or using the platform and accepting the Terms of Service.

1.2 Updates to Terms

UniEGold reserves the right to revise, modify, or update these Terms of Service at any time and in our sole discretion. When we make changes, we will post the revised terms on our platform with a new effective date. Your continued use of the platform after such changes constitutes your acceptance of the new terms. If you do not agree to any of these terms or future terms, please discontinue using the UniEGold platform. We encourage you to periodically review this page to stay informed about any changes to our terms.

2. Definitions

In these Terms of Service, unless otherwise specified, the following terms shall have the meanings set out below:

- 2.1 "Platform": Refers to the digital environment provided by UniEGold where users can access and utilize various services related to digital value tied to tangible assets. This includes, but is not limited to, websites, mobile applications, APIs, and software interfaces owned, managed, or operated by UniEGold.
- 2.2 "Services": Encompasses all the functionalities, tools, and offerings provided by UniEGold through the Platform, including but not limited to the management, purchase, sale, and transfer of digital values, educational materials, and related services.
- 2.3 "Account": Refers to the personalized access granted to users upon registration with the Platform, enabling them to utilize the Services offered by UniEGold.
- 2.4 "Content": Any information, text, graphics, or other materials uploaded, downloaded, or appearing on the Platform, provided either by UniEGold or the users.
- 2.5 "Digital Assets": Cryptographic tokens or digital representations of value, whether associated with tangible assets or not, which can be traded, transferred, or managed on the Platform.
- 2.6 "User Content": Any Content that is uploaded, posted, submitted, or otherwise provided by users on the Platform.
- 2.7 "Intellectual Property Rights": Refers to all patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in

computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

- 2.8 "Affiliates": Any entity that directly or indirectly controls, is controlled by, or is under common control with UniEGold. For the purposes of this definition, "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of 50% (or, if the applicable jurisdiction does not allow majority ownership, the maximum amount permitted under such law) or more of the voting equity securities or other equivalent voting interests of the entity.
- 2.9 "Third-party Services": Any services or platforms operated by parties other than UniEGold that might be integrated with, linked to, or used in conjunction with the UniEGold Platform.
- 3. Use of the Platform
- 3.1 General Use: Users are granted a limited, non-exclusive, non-transferable, and revocable time to access and use the UniEGold Platform for personal, non-commercial purposes in accordance with these Terms.
- 3.2 Acceptable Use: Users agree not to use the UniEGold Platform in any way that is:
 - Unlawful, fraudulent, or deceptive;
 - Harasses, abuses, threatens, or incites violence towards any individual or group;

- Infringes on the rights, including intellectual property rights, of any third party;
- Spreads malicious software or code;
- Interferes with, disrupts, or overburdens the Platform or any associated servers or networks;
- Attempts to gain unauthorized access to the Platform, other users' accounts, or related systems.
- 3.3 Trading Conduct: Users acknowledge that they are solely responsible for all decisions related to buying, selling, or trading and making any transactions on the Platform. UniEGold does not offer financial advice, and any actions taken by users are at their own risk.
- 3.4 Restrictions: Users may not:
 - Reverse engineer, decompile, or disassemble any part of the Platform;
 - Access the Platform to build a similar or competitive service;
 - Reproduce, duplicate, copy, sell, resell, or exploit any portion of the Platform without express written permission from UniEGold;
 - Remove any proprietary notices or labels from the Platform.
- 3.5 Content: Any content posted, uploaded, or otherwise made available by users on the Platform must not violate third-party rights, any local or international law, or these Terms of Service. UniEGold reserves the right, but is not obligated, to review and remove user-generated content at its discretion.
- 3.6 Service Modifications: UniEGold reserves the right to modify, suspend, or discontinue the Platform or any features or functionalities thereof, at any time, with or

without notice to the user. Users agree that UniEGold shall not be liable for any modification, suspension, or discontinuation of the Platform or any part thereof.

- 3.7 Third-Party Integrations: The Platform may contain links to or integrations with third-party websites or services. Accessing or using such third-party services is at users' own risk, and UniEGold is not responsible for any damage or loss caused by such services.
- 3.8 Fees: Using certain features of the Platform may require payment of fees. All fees are non-refundable unless otherwise stated. Users are responsible for all transactions, including any applicable taxes or additional fees related to their use of the Platform.

5. Intellectual Property

- 5.1 Ownership of Content: All content, features, and functionality on the UniEGold Platform, including but not limited to text, graphics, logos, icons, images, sound clips, video clips, data compilations, software, and the design, selection, and arrangement thereof, are the exclusive property of UniEGold, its licensors, or other content suppliers, and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- 5.2 Prohibited Activities: Users may not:
 - Reproduce, distribute, modify, create derivative works of, publicly display, publicly
 perform, republish, download, store, or transmit any of the material on our
 Platform, except as it is expressly permitted in these terms.

- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- 5.3 Trademarks: The UniEGold name, the UniEGold logo, and all related names, logos, Digital Gold-Anchored tokens, DGAT, Digital Sliver-Anchored tokens, DSAT, products, services, names, designs, and slogans are trademarks of UniEGold or its affiliates or licensors. Users must not use such marks without the prior written permission of UniEGold. All other names, logos, product and service names, designs, and slogans on this Platform are the trademarks of their respective owners.
- 5.4 User Generated Content: When users post, upload, or share content on the Platform, they grant UniEGold a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. Users represent and warrant that they own or control all rights in and to the content they post or share and have the right to grant UniEGold these rights.
- 5.5 Reporting Infringements: If any user believes that any content or materials on the Platform infringe their intellectual property rights, they should notify UniEGold with a comprehensive detailed message setting out the details of their claim. UniEGold will take appropriate action in accordance with applicable intellectual property laws.
- 5.6 Protection of Intellectual Property: UniEGold respects the intellectual property rights of others and expects its users to do the same. It is UniEGold's policy to terminate in

appropriate circumstances the accounts of users who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

6. Limitation of Liability

- 6.1 General: To the fullest extent permitted by applicable law, UniEGold, its affiliates, officers, directors, employees, agents, suppliers, or licensors shall not be liable for any indirect, incidental, special, consequential, punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) the use or inability to use the Platform; (b) any unauthorized access to or use of our servers and/or any personal information stored therein; (c) any interruption or cessation of transmission to or from the Platform; (d) any bugs, viruses, or the like that may be transmitted to or through our Platform by any third party; or (e) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Platform.
- 6.2 Specific Limitation: UniEGold's total liability to you for all claims arising out of or related to the use of or any inability to use any portion of the Platform or otherwise under these terms, whether in contract, tort, or otherwise, is limited to the amount you have paid to access the Platform.
- 6.3 Exclusions: Nothing in this agreement is intended to exclude or limit any condition, warranty, right, or liability which may not be lawfully excluded or limited. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract, or breach of implied terms, or incidental or consequential damages.

Accordingly, only the limitations which are lawful in your jurisdiction will apply to you, and our liability will be limited to the maximum extent permitted by law.

6.4 Essential Purpose: The essential purpose of this provision is to limit the potential liability of UniEGold arising out of these terms and conditions or the use of the Platform. Parties acknowledge that the limitations set forth in this section are integral to the amount of fees charged in connection with making the Platform available to you and that were we to assume any further liability, such fees would out of necessity, be set substantially higher.

7. Dispute Resolution

- 7.1 Agreement to Arbitrate: You and UniEGold agree that any dispute, claim, or controversy between you and UniEGold arising in connection with or relating in any way to these terms or to your relationship with UniEGold as a user of the Platform (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these terms) will be determined by mandatory binding individual (not class) arbitration. You and UniEGold further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim.
- 7.2 No Class Actions: YOU AND UNIEGOLD AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and UniEGold agree otherwise, the arbitrator

may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

- 7.3 Location of Arbitration: Arbitration will be held in a location mutually agreed upon between you and UniEGold, but should no agreement be reached, it will be held at a location determined by an independent arbitrator. The parties can also agree to telephonic or videoconference arbitration.
- 7.4 Governing Law: The arbitration will be governed by [Country's/State's Arbitration Act or the relevant Arbitration Law applicable], without reference to its conflicts of laws principles. The Arbitration Award shall be final and binding on the parties. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.
- 7.5 Opt-Out: You have the right to opt-out and not be bound by the arbitration provisions set forth above by sending written notice of your decision to opt-out to [UniEGold's email or physical address]. The notice must be sent within 30 days of your first use of the Platform, otherwise, you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs.
- 7.6 Exceptions: Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations, or claims arising from or relating to theft, piracy, or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights).

8. User Responsibilities

- 8.1 Compliance with Terms: Users are responsible for familiarizing themselves with and adhering to these Terms of Service and any other relevant terms, policies, or guidelines provided by UniEGold.
- 8.2 Accurate Information: Users must provide accurate, current, and complete information during the registration process and update such information to keep it accurate, current, and complete. Users acknowledge that if any data provided is untrue, inaccurate, not current, or incomplete, UniEGold has the right to suspend or terminate their account and refuse any future use of the Platform.
- 8.3 Lawful Conduct: Users agree to use the Platform in a lawful manner, respecting all applicable local, state, national, and international laws and regulations. This includes, but is not limited to, not using the platform for any fraudulent or illegal activities, or in any way that would harm others.
- 8.4 Confidentiality: Users are responsible for maintaining the confidentiality of their account and password, including but not limited to the restriction of access to their computer and/or account. Users agree to accept responsibility for any and all activities or actions that occur under their account and/or password.
- 8.5 Content Standards: Users agree not to submit content that: (i) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (ii) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or (iii) advertises or otherwise solicits funds or is a solicitation for goods or services.
- 8.6 Use Restrictions: Users shall not use any "deep-link", "page-scrape", "robot", "spider", or other automatic device, program, algorithm, or methodology, or any similar or

equivalent manual process to access, acquire, copy, or monitor any portion of the Platform or any of its content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Platform.

- 8.7 Reporting Misconduct: If any user interacts with others through the Platform and becomes aware of any harmful, deceptive, or other inappropriate behaviors, they must immediately report such behavior to UniEGold.
- 8.8 Indemnity: Users agree to indemnify and hold UniEGold, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses, and expenses (including legal and other professional fees) arising from or in any way related to any third-party claims relating to their use of any part of the Platform, any violation of these Terms of Service or any other actions connected with their use of the Platform.

10. Termination of Services

- 10.1 Right to Terminate: UniEGold reserves the right to suspend, restrict, or terminate your access to all or any part of the Platform at any time, for any or no reason, with or without prior notice, and without liability. This includes, but is not limited to, instances where UniEGold believes you have violated or acted inconsistently with the letter or spirit of these Terms of Service or other agreements or guidelines.
- 10.2 User Termination: Users may terminate their account and access to the Platform by submitting a request through the Platform's user interface or by contacting

UniEGold's customer service. Upon termination, all rights and licenses granted to the user will cease immediately.

10.3 Effects of Termination: Upon termination of a user's access to the Platform:

- All information associated with the user's account, including content, user data, and any activity records, may be deleted by UniEGold, and such deletions are irreversible.
- Any outstanding obligations or unpaid liabilities owed to UniEGold by the user will immediately become due.
- User acknowledges and agrees that UniEGold has no obligation to retain the user's account information or any related data after termination.

10.4 Survival: Provisions of these Terms of Service that, by their nature, should survive termination of your use or membership will remain in effect after such termination. This may include, but is not limited to, sections related to intellectual property, warranty disclaimers, indemnity, and limitations of liability.

10.5 Post-Termination Activities: Users agree not to attempt to use the Platform after said termination, either directly or through any other account or platform. Users also acknowledge that a terminated account may not be retrievable and that they may be barred from re-registering or accessing the Platform.

10.6 No Refunds: In the event of any termination, whether by you or us, Sections 6 (Limitation of Liability) and 7 (Dispute Resolution) of these Terms of Service will continue in full force and effect. Additionally, regardless of the reason for termination, no refunds for any fees or payments will be provided, except as may be required by applicable law.

11. Disclaimers

- 11.1 General Disclaimer: The Platform and all services provided by UniEGold are offered on an "as-is" and "as-available" basis without any warranties, either express or implied.

 This includes, without limitation, the accuracy, completeness, reliability, suitability, or availability of the Platform, its content, or any services/products provided through it.
- 11.2 No Warranty: To the fullest extent permitted by law, UniEGold expressly disclaims all warranties of any kind, whether express or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, security, or accuracy.
- 11.3 Not Financial Advice: Any content or information provided by UniEGold or on the Platform does not constitute financial, investment, legal, or other professional advice.

 Users are encouraged to consult with appropriate professionals before making any financial or investment decisions.
- 11.4 Third-Party Interactions: The Platform may contain links to third-party websites or services that are not owned or controlled by UniEGold. UniEGold has no control over, and assumes no responsibility for, the content, privacy policies, practices, or offerings of any third-party websites or services. By using the Platform, you expressly relieve UniEGold from any liability arising from your use of any third-party services.
- 11.5 Technical Issues: UniEGold does not guarantee that the Platform will be free from bugs, errors, omissions, or defects. Furthermore, UniEGold does not guarantee that the Platform will be accessible without interruption or that any data transmitted by or to the user is transmitted securely or without being intercepted.

- 11.6 No Guarantee of Results: UniEGold makes no guarantee or representation regarding the results or outcomes of using the Platform, including any potential financial gains, market outcomes, or any other results implied by users.
- 11.7 Force Majeure: UniEGold shall not be liable for any failure of performance due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fire, epidemics, floods, earthquakes, riots, wars, or power outages.

12. Indemnification

- 12.1 Agreement to Indemnify: You agree to indemnify, defend, and hold harmless UniEGold, its subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third party.
- 12.2 Notice and Cooperation: If UniEGold receives a claim for which you are obligated to indemnify UniEGold under this agreement, UniEGold will provide you with written notice of such claim. You agree to cooperate fully in the defense of any claim, at your sole cost. UniEGold reserves the right to take over the exclusive defense of any claim for which you are required to indemnify UniEGold, and you agree to provide any assistance, information, or authority necessary to assist with such defense.
- 12.3 Settlement Control: You will not, in any event, settle any claim or matter without the prior written consent of UniEGold.

- 12.4 Survival: This section shall survive the termination or expiration of this agreement.
- 12.5 Limitation: The obligations set forth in this indemnification section are expressly in addition to, and not intended to limit or replace, any other rights or obligations as set forth in these Terms of Service.
- 13. Third-party Links and Services
- 13.1 General Information: Our platform may contain links to third-party websites, applications, services, or tools that are not affiliated, controlled, or owned by UniEGold. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content, policies, or practices of these third-party sites or services.
- 13.2 No Endorsement: Mention of third-party products, services, or websites on UniEGold's platform is for informational purposes only and constitutes neither an endorsement nor a recommendation.
- 13.3 No Liability: UniEGold does not assume any responsibility for those sites or services, including the content, privacy policies, or practices of such sites or services, or any additional links contained therein. By using UniEGold's platform to link to another site or service, you understand and agree that you do so at your own risk.
- 13.4 Transactions with Third-parties: Any dealings you have with third parties found while using the platform are between you and the third party, and you agree that UniEGold is not liable for any loss or claim that you may have against any such third party.

- 13.5 User Responsibility: It is your responsibility to review the terms of service and privacy policies of those third-party sites or services. If you decide to access any of the third-party websites linked to our platform, you do so entirely at your own risk and discretion.
- 13.6 Changes to Third-party Links: UniEGold reserves the right to remove any links or discontinue any third-party services at any time for any reason.

14. Miscellaneous

- 14.1 Entire Agreement: These Terms of Service, together with any other legal notices or terms and conditions or policies published on the UniEGold platform, shall constitute the entire agreement between you and UniEGold concerning the platform. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect.
- 14.2 No Waiver: No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and UniEGold's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.
- 14.3 Transferability: You may not transfer or assign your rights or obligations under these Terms of Service without the express written consent of UniEGold. UniEGold may transfer or assign its rights, obligations, and platform to a third party without your consent.

- 14.4 Governing Law: These Terms of Service and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of [Jurisdiction, e.g., "the State of California, United States"].
- 14.5 Force Majeure: Neither UniEGold nor you shall be liable for delays in processing or other non-performance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, non-performance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control.
- 14.6 Severability: If any provision or provisions of these Terms of Service are deemed invalid, unlawful, void, or for any reason unenforceable, then that provision or provisions shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of the remaining provisions.
- 14.7 Headings: The section titles and headings in these Terms of Service are for convenience only and have no legal or contractual effect. They are not to be interpreted as an exhaustive list of all terms contained within.
- 14.8 Communication: Any questions or concerns regarding the platform or these Terms of Service should be directed to [Your designated communication channel, e.g., "contactus@uniegold.com"].
- 16. User Requirements

By using UniEGold's platform and services, users agree to comply with all stipulated requirements set forth in this section.

16.1 Age Restrictions

- Minimum Age Requirement: Users must be at least 18 years of age or the age of majority in their jurisdiction, whichever is greater, to create an account and utilize the services provided by UniEGold. Users under this age are strictly prohibited from using the platform.
- Verification: UniEGold reserves the right to request proof of age at any time to verify compliance with this section. Accounts found to be in violation may be suspended or terminated.
- Guardian Consent: In jurisdictions where the age of majority is higher than 18 but allows individuals below that age to use platforms like UniEGold with parental or guardian consent, such consent must be provided before using the platform.

16.2 Regional Restrictions

- General Use: UniEGold's platform may be accessed and used globally, subject to the specific restrictions below.
- Prohibited Jurisdictions: Due to local regulations, residents of [specific countries or regions] are prohibited from using UniEGold's services. This list may be updated from time to time at UniEGold's discretion based on changes in local laws and regulations.
- Local Laws and Regulations: It is the responsibility of the user to ensure that they
 comply with their local laws and regulations when accessing and using
 UniEGold's platform. Users must refrain from accessing the platform if it is illegal
 or prohibited in their jurisdiction.
- Currency Restrictions: Certain services, especially those related to financial transactions and currency exchange, may be restricted or unavailable in specific

regions. Users should review the applicable sections of these terms and the platform for more details.

17. UniEGold Services

This section delineates the services provided by UniEGold and the terms under which they are rendered to users.

17.1 Overview

 Platform Services: UniEGold offers a digital platform allowing users to interact with, purchase, sell, and trade gold-value-derived tokens, among other associated services.

17.2 Digital Gold-Anchored Tokens

- Nature of Tokens: These tokens represent a digital certificate whose value is derived from a specific weight of gold. The token's value is constructed on the basis of gold, providing its true and trustworthiness.
- Token Purchase and Sale: Users can acquire Digital Gold-Anchored Tokens on our platform using accepted digital currencies or fiat money. Swap, Similarly, they can sell these tokens back to UniEGold at current market rates.
- Redemption: While the tokens themselves don't represent physical gold directly,
 they can be traded, sold, or utilized based on their value derived from gold,
 according to the stipulated terms and conditions.

17.3 Storage and Security

- Gold Reserves: The gold, which serves as the foundational value for the Digital Gold-Anchored Tokens, is stored securely in insured vaults in [specific location or multiple locations].
- Audits: Upholding transparency and trust, our gold reserves undergo regular audits by independent third-party agencies. Audit reports will be accessible to users via the platform.

17.4 Fees and Charges

- Transaction Fees: Certain platform services may entail fees. All such fees will be transparently communicated ahead of any transaction, and users consent to bear these costs upon availing the pertinent service.
- Storage Fees: While UniEGold ensures the stringent safety of the foundational gold, a nominal storage fee might be periodically deducted either from the user's account or their Digital Gold-Anchored Tokens balance for maintenance and insurance.

17.5 Service Limitations

- Availability: While striving for uninterrupted services, there might be occasions
 when services are temporarily halted due to maintenance or other unforeseen
 events.
- Service Modifications: UniEGold maintains the right to alter, suspend, or cease any service without prior notification, either temporarily or permanently.

18. UniEGold Tokens

This section provides a detailed overview of UniEGold Tokens, which represent a digital certificate with a value derived directly from gold.

18.1 Nature of UniEGold Tokens

Construction of Value:

• UniEGold Tokens diverge from conventional cryptocurrencies; their value is not speculative and doesn't correspond to a specific weight of gold. Instead, the value of UniEGold is cultivated and fortified through the continuous accumulation of gold reserves. These reserves act as the foundational pillar for the value and utility of UniEGold, providing a resilient and dynamic value structure, rather than a static one

Token Transparency:

While each UniEGold Token does not represent a fixed amount of gold, the details
about the accumulated gold reserves, including weight, purity, and other relevant
attributes, are meticulously documented and openly discussed on the platform.
This transparency allows users to understand the foundational gold reserves that
underpin the value of UniEGold Tokens, fostering trust and integrity within the
UniEGold ecosystem.

18.2 Acquisition and Trading

 Purchasing Tokens: Users can acquire UniEGold Tokens using accepted digital currencies, fiat currencies, or other approved methods. All purchase transactions are logged, timestamped, and transparently recorded on our platform. Trading Tokens: Users can trade UniEGold Tokens amongst themselves or on approved exchanges. The value of each token remains consistent and is anchored to its Digital Gold-Anchored Tokens

18.3 Storage and Token Security

- Digital Wallet: Once purchased or traded, UniEGold Tokens are stored in a user's digital wallet, ensuring easy access and security. Our platform provides multiple layers of protection against unauthorized access, phishing, and other potential threats.
- Token Integrity: The blockchain technology underlying UniEGold Tokens ensures
 that each token's lineage, from creation to its present status, is traceable,
 transparent, and tamper-evident. This upholds the integrity and authenticity of
 every UniEGold Token in circulation.

18.4 Redemption and Conversion

- Token Value Realization: While the UniEGold Tokens themselves do not represent
 a claim on physical gold, they can be traded, sold, or utilized based on their
 Digital Gold-Anchored Tokens value on our platform or other partnered platforms.
- Conversion: Users have the flexibility to convert their UniEGold Tokens into other accepted digital currencies or flat money, based on prevailing rates and under the platform's stipulated terms.

18.5 Limitations and Terms

- Token Cap: UniEGold may establish a maximum cap on the number of tokens that can be purchased, held, or traded by a single user to maintain market strength and value.
- Transfer Fees: Transferring UniEGold Tokens to other users or external wallets
 might be subject to a nominal fee. This fee structure is transparently available on
 the platform.

19. Restrictions

This section sets out specific limitations on UniEGold's responsibilities and potential liabilities.

19.1 Usage Restrictions

- Illegal Activities: UniEGold's platform must not be used for any illegal or unauthorized purposes. Users must ensure their actions comply with all local, national, and international laws.
- Unauthorized Access: Accessing the platform or another user's account without permission is strictly prohibited.
- Misrepresentation: Users must not impersonate any person or entity or falsely state their affiliation with any person or entity.

19.2 Service Limitations

 Availability: UniEGold makes no guarantees regarding the continuous, uninterrupted access to its platform. Interruptions may occur due to maintenance, unforeseen downtimes, or external factors. Token Value Stability: The value of UniEGold Tokens, derived from gold, can be subject to inherent market risks. UniEGold makes no guarantees about the stability of its token's value.

19.3 No Guarantees or Warranties

- No Financial Advice: UniEGold provides no financial or investment advice.
 Decisions related to the purchase, sale, or trade of UniEGold Tokens are solely the user's responsibility.
- Operational Changes: UniEGold may modify, suspend, or terminate services at its sole discretion without notice.

19.4 Limitation of Liability

- No Liability: To the fullest extent permitted by law, UniEGold shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, even if UniEGold has been advised of the possibility of such damages.
- Loss Caps: In jurisdictions that do not allow the exclusion or the limitation of liability for consequential or incidental damages, UniEGold's liability shall be limited to the extent permitted by law.

19.5 Service Regions

 Geographic Restrictions: Some services or features might be unavailable in specific regions due to local regulations or decisions by UniEGold.

20. Unforeseen Events/Force Majeure

20.1 Definition

For the purposes of these Terms of Service, a "Force Majeure Event" shall mean any event beyond the reasonable control of UniEGold, including but not limited to natural disasters (such as earthquakes, floods, hurricanes, and tornadoes), wars, civil unrest, terrorist activities, labor strikes, disruptions to infrastructure (like telecommunications failures), global pandemics, government actions, or other events that are unpredictable and render the performance of UniEGold's obligations impossible, impractical, or unreasonably burdensome.

20.2 Non-Liability

UniEGold shall not be held responsible or liable for any delay or failure in its performance of any part of these Terms of Service due to any cause arising from a Force Majeure Event. This includes the inability to continue operations, provide access to the platform, or redeem UniEGold Tokens, or any other services and obligations UniEGold may have to its users.

20.3 Notification

In the event of a delay or potential delay due to a Force Majeure Event, UniEGold will undertake to inform its users as soon as practically possible, detailing the nature of the event and potential impact on its services.

20.4 Continued Performance

UniEGold's obligation to perform under these Terms of Service shall be suspended for the duration of the Force Majeure Event. Once the Force Majeure Event concludes, UniEGold will make every reasonable effort to resume its operations in a timely manner.

20.5 Termination Rights

If a Force Majeure Event continues substantially and materially to prevent performance for a period longer than sixty (60) consecutive days, either UniEGold or the user may choose to terminate the affected services upon written notice.

21. Rights Transfer

21.1 Non-Transferability of User Rights

Users may not transfer, assign, mortgage, license, sub-license, or otherwise alienate any of their rights or obligations under these Terms of Service without the express written consent of UniEGold. Any attempted or unauthorized transfer will be deemed null and void.

21.2 UniEGold's Transfer Rights

UniEGold may, without prior notice to the users, transfer, assign, or otherwise delegate its rights and obligations under these Terms of Service to any affiliated company or third party, in the event of a merger, acquisition, restructuring, or any form of sale or transfer of some or all of its assets. In such an event, UniEGold will provide notice to users through the platform or other means of communication.

21.3 Continuation of Obligations

Upon the valid transfer of these Terms of Service, the transferee shall assume all rights and obligations ascribed to UniEGold herein and shall continue to honor all commitments, assurances, and covenants made to users as per the provisions of these Terms.

22. Data Sharing

22.1 Purpose of Data Collection and Sharing

UniEGold collects and processes user data primarily to provide, improve, and safeguard its services. From time to time, there may arise a need or obligation to share certain user data with third parties, which is done in strict compliance with data protection regulations and as outlined in this Terms of Service and the associated Privacy Policy.

22.2 Mandatory Disclosures

UniEGold may be compelled to disclose user information due to legal obligations, such as in response to a valid court order, subpoena, regulatory directive, or other legal processes. In such cases, UniEGold will endeavor to notify the affected user(s) unless prohibited from doing so by law or court order.

22.3 Service Providers and Partners

To facilitate our services, we may share user data with third-party service providers or partners. These entities are contractually bound to protect the data shared with them and are not permitted to use the information for any purpose other than to carry out the services they are performing for UniEGold.

22.4 Business Transfers

In the event of a merger, acquisition, bankruptcy, or other sale of all or a portion of UniEGold's assets, user data, including personal information, may be among the assets transferred to the third party. Users will be notified via email and/or a prominent notice on our platform about any change in ownership or uses of their personal information, as well as any choices they may have regarding their personal information.

22.5 Aggregated and Anonymized Data

UniEGold may share aggregated or anonymized information that does not directly identify users with third parties for various purposes, including for their own analytics, research, or for improving their services.

22.6 Consent

Other than as set out above, UniEGold will provide users with notice and the opportunity to choose when their personal information may be shared with other third parties.

23. Digital Communication

23.1 Communication Channels

UniEGold primarily utilizes electronic means (email, platform notifications, SMS, and other digital methods) to communicate with users. This includes but is not limited to account notifications, transaction confirmations, updates to our services, and changes to this Terms of Service.

23.2 Consent to Electronic Communication

By registering an account or using our services, users consent to receive communications from UniEGold in an electronic form. This means users agree to receive emails or platform notifications related to their use of the platform, and they understand that all agreements, notices, disclosures, and other communications that UniEGold provides electronically satisfy any legal requirement that such communications would satisfy if it were in writing.

23.3 Opt-Out Option

Users have the right to opt-out of certain communications, such as promotional or marketing emails. However, they cannot opt-out of essential service-related communications, like account status updates or security notifications.

23.4 Communication Records

Users acknowledge and consent to UniEGold retaining records of all communications sent and received through the platform or via email for an appropriate period, in compliance with applicable laws and regulations.

23.5 Responsibility for Keeping Contact Details Updated

It's the user's responsibility to keep their contact information, including email address and phone number, up-to-date in their account settings. UniEGold shall not be held liable for any missed communication due to outdated or incorrect contact information.

24. Contact Information

For any questions, concerns, or clarifications regarding these Terms of Service, or if you need assistance with the platform, you may reach out to us using the details provided below:

UniEGold Customer Support:

- Email: contactus@uniegold.com
- Address: [Your Company's Physical Address,]

Business Inquiries & Partnerships:

• Email: business@uniegold.com

Press and Media Relations:

• Email: press@uniegold.com

Feedback and Suggestions:

Email: <u>feedback@uniegold.com</u>