Terms of Service

Version: 1.1 Last Updated: 01/06/2025

Introduction

By accessing the Goldwise platform, you agree to be bound by:

(1) THESE TERMS OF SERVICE,

(2) YOUR ENTITY-SPECIFIC ADDENDUM A TO THESE TERMS OF SERVICE (SEE ADDENDUM A1 or A2),

(3) OUR LEGAL ENTITIES AND REGISTERED OFFICE DETAILS (SEE ADDENDUM B),

(4) THE END USER LICENCE AGREEMENT 'EULA' FOR OUR GOLDWISE APP (SEE ADDENDUM C),

(5) OUR GOLDWISE WEBSITE TERMS OF USE (SEE ADDENDUM D),

(6) OUR EMONEY & CARD SERVICES AND WALLET DISCLOSURE (SEE ADDENDUM E) AND,

(7) THE GOLDWISE PRIVACY POLICY.

IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT ACCESS THE GOLDWISE PLATFORM OR USE THE GOLDWISE SERVICE.

Please read the abovementioned documents carefully. You may be subject to a class action waiver and an agreement to resolve disputes by arbitration on an individual basis.

Please note there are risks to buying, selling and holding physical precious metals. Please see section 24 below for more detail.

Contents

1. Information About Us, Interpretation, Conflict and Entire Agreement
2. Deemed Acceptance and Prevailing Versions
3. Purpose of our business relationship
4. Account Application
  4.1. Identifying yourself
  4.2. If you fail to meet our Account acceptance criteria
  4.3. Adding and modifying your Linked Bank Account(s)
  4.4. Reviewing the source of your incoming Funds
  4.5. Contact details
5. Security & Privacy
  5.1. Your Goldwise Account and Password
  5.2. Comms
  5.3 Consumer Duty and Vulnerable Customers
6. Care of your Funds
  6.1. Account Wallet(s) and eMoney
  6.2. Account Wallet Balance(s)
  6.3. Your Account Wallet(s) and Linked bank Account(s)
  6.4. Transferring Funds
  6.5. Return of Unused or Unallocated Funds
  6.6. Account Suspension and Closure
  6.7. Confidentiality and Money Laundering
7. Care of your physical Precious Metals
  7.1. Form and Warranted Precious Metal Content
  7.2. Vault Operators
  7.3. Unique Sub-Account References
  7.4. The Status of Your Precious Metal
  7.5. Goldwise Storage Agreement(s) with the Vault Operator(s)
  7.6. Insurance
  7.7. Ownership Records
  7.8. Precious Metal Withdrawal and Delivery
  7.9. Your Rights in the Event Goldwise Ceases Operations
8. Purchase & Sale Process
  8.1. How We Process Your Orders
  8.2. Precious Metal Prices
  8.3. Precious Metal Ownership
  8.4. All Orders
  8.5. Order validation
  8.6. Buy Orders | Sell Orders
  8.7. Order Cancellation
  8.8. Order Confirmations
  8.9. Commission or mark-ups?
  8.10. Rounding
  8.11. Settlement
  8.12. For All Executed Orders – Trades
  8.13. Recurring Orders (Auto-Trade) function
9. Termination
10. In The Event Of Your Death Or Incapacity

11. Content and Information; Changes to the Goldwise Platform, the Goldwise Website and the Goldwise App
12. Price Alerts and Chart Data
13. Fees
14. System Availability and Downtime
15. External Regulation of Goldwise
  15.1. Precious Metals
  15.2. eMoney Services
16. Office Locations
17. Correction of Errors
  17.1. Record Keeping Error
  17.2. System Error
18. Our Exclusions and Limitations of Liability
19. Investment and Tax Advice
20. Force Majeure – Events Outside Our Control
21. Language
22. Choice of Law and Class Action Waiver
23. Other Important Terms
24. Risk Warning Notice
  24.1. Risks Which Are Not Goldwise's Responsibility
    24.1.1. Precious Metal price movements
    24.1.2. Monet politics
    24.1.3. Regulatory changes
    24.1.4. Material Disruptions
    24.1.5. Identity theft
    24.1.6. Currency risk
    24.1.7. Liquidity risk
    24.1.8. System availability
    24.1.9. Force Majeure
    24.1.10. Insurance exclusions
25. Complaints and Dispute Resolution

ADDEDUMS

- ADDENDUM A1 TO GOLDWISE TERMS OF SERVICE FOR CUSTOMERS CONTRACTING WITH GOLDWISE HOLDINGS LIMITED

- ADDENDUM A2 TO GOLDWISE TERMS OF SERVICE FOR CUSTOMERS CONTRACTING WITH GOLDWISE EUROPE UAB

- ADDENDUM B TO GOLDWISE TERMS OF SERVICE LEGAL ENTITIES AND REGISTERED OFFICE DETAILS

- ADDENDUM C TO GOLDWISE TERMS OF SERVICE THE END USER LICENCE AGREEMENT 'EULA' FOR OUR GOLDWISE APP

- ADDENDUM D TO GOLDWISE TERMS OF SERVICE WEBSITE TERMS OF USE

- ADDENDUM E TO GOLDWISE TERMS OF SERVICE EMONEY & CARD SERVICES AND WALLET DISCLOSURE

1. Information About Us, Interpretation, Conflict and Entire Agreement

We operate through several companies. You are contracting with the Goldwise entity that corresponds with your status below.

EITHER

(A) IF YOU RESIDE IN OR ARE FORMED IN THE UNITED KINGDOM, YOU WILL BE CONTRACTING WITH GOLDWISE HOLDINGS LIMITED. Goldwise Holdings Limited is registered in England and Wales under company number 13223773 whose registered office is at Tramshed Tech, Pendyris Street, Cardiff, CF11 6BH, United Kingdom;

OR

(B) IF YOU RESIDE IN OR ARE FORMED IN THE EUROPEAN UNION, YOU WILL BE CONTRACTING WITH GOLDWISE EUROPE UAB. Goldwise Europe UAB is a company registered in Lithuania under company number 306112468 whose principal place of business is at Didžioji g. 18, LT-01128 Vilnius, Republic of Lithuania.

To contact us, please see our Contact us page at www.goldwise.com/contact or email us at support@goldwise.com.

Interpretation and Definitions

In these Terms of Service ("**Terms of Service**" or "**Terms**"), the following definitions shall have the following meanings:

"**Account**" means as defined in clause 2 of these Terms, containing your personal information, account preferences, your Account Wallet(s) which store your electronic money (eMoney) plus your physical precious metal(s) holdings.

"**Account Wallet(s)**" means an account wallet(s) within your Account shown on the Goldwise's Platform in which you hold your eMoney and is used to pay for Fees and receive owed funds.

"**Affiliate**" means an *affiliate* of, or person *affiliated* with, a specified person, is a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

"**App**" means our mobile application(s) for the Goldwise Platform.

"**Applicable Law**" means the laws applicable to the relevant Customer, as set out in the Customer's entity-specific Addendum to these Terms of Service.

"**Available to Trade**" means the balance which represents the eMoney available to Customers to make market or conditional Buys Orders.

"**Available to Withdraw**" means the balance of eMoney in a Customer's Account Wallet available corresponding to Funds available to withdraw to the Customer's Linked Bank Account.

"**Best Price**" means the lowest Precious Metal Buy Price or the highest Precious Metal Sell Price from our Precious Metals Market Provider(s), including all spreads (i.e. a fixed or percentage amount added to the price).

"**Buffer**" means a variable amount set at a percentage of the total value of an Order, set by Goldwise depending on market conditions.

"**Business Day**" means any day (other than Saturdays and Sundays) during which banks in the city of London are open for normal commercial banking business.

"**Buy**" means a buy request from the Customer to Goldwise for the proposed purchase of Precious Metals.

"**Coin and Bar Precious Metals**" means Precious Metal coin(s) and bar(s) purchased through the Goldwise Platform.

"**Comms**" means communication/messages via electronic and non-electronic methods including email, platform-based notifications, in-App and smartphone notifications, mobile phone notifications, messaging applications (*e.g.,* WhatsApp), text messaging, phone or, in rare circumstances and in Goldwise's discretion, posted mail.

"**Control**" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities or otherwise. You are the owner of your Account.

"**Customer**" means as defined in clause 2 of these Terms.

"**Destination Bank/Vault**" means the bank or vault you designate to receive your Precious Metals if you choose to withdraw them from Goldwise.

"**Fractional**" means fractional units of a physical Precious Metal bar purchased or sold through the Goldwise Platform.

"**eMoney**" means electronic money. eMoney is held in your account wallet and corresponds to the Funds transferred from/to your Linked Bank Account(s). eMoney is used to pay for all your precious metals purchases, storage and other related fees.

"**EULA**" means the end user licence agreement for our Goldwise App which are available here: www.goldwise.com/eula (ADDENDUM C).

"**EHT**" means Extended Hours Trading, being where Buy Orders or Sell Orders are placed outside Market Hours.

"**Fees**" means fees payable to Goldwise or its Affiliates or Goldwise's Service Providers during the process of the sale or purchase of precious metals, storage of precious metals and transfer of Funds, and other administrative fees.

"**Funds**" means moneys transferred from/to your Linked Bank Account(s), corresponding to eMoney transferred to/from the Account Wallet in your Account. These funds are held in Safeguarded Account(s).

"**Goldwise Contract Terms**" means the entity-specific Addendum to these Goldwise Terms of Service, these Goldwise Terms of Service, the Website Terms of Use, the End User Licence Agreement and the Goldwise Privacy Policy, all of which apply to your contract with us and which form the entire agreement between you and us.

"**Independent Third-Party Verification Agent**" means the independent auditor who verifies the precious metal holdings of Goldwise and its Customers.

"**AML/CTF**" means Anti-Money-Laundering and Counter Terrorist Financing regulations under Applicable Law. For individuals, this may include providing to Goldwise personal information, acceptable photographic proof of identity, Liveness and biometric checks, source of funds proof and proof of address. For entities, this may include providing to Goldwise documentation establishing corporate structure, domicile, ownership, ultimate beneficial ownership, management, those operating or controlling the Account, and similar information including photographic proof of identity of individuals connected with the entity.

"**LBMA**" means the London Bullion Market Association.

"**Linked Bank Account(s)**" means the bank account(s) from which and to which movements of Funds between you and Goldwise will be made, unless agreed to by Goldwise in writing. A Linked Bank Account owned by and in the same name as that of the Customer as it appears on their Account.

"**Market Hours**" means whilst the market, our liquidity provider(s), is open for the execution of Buy Orders or Sell Orders, as opposed to during EHT.

"**Money Laundering Purposes**" means money laundering, terrorist financing or any other unlawful or prohibited purposes under Applicable Law.

"**Open Orders**" means a BUY/SEL Order that has been accepted by Goldwise for execution and is still active i.e. it has not been cancelled, executed or expired.

"**Platform**" means any application that links you to the infrastructure of Goldwise including but not limited to the Goldwise Website and the Goldwise APP, which includes Goldwise's back-end and customer recording-keep systems, including its administration portal, customer relationship management system, order and execution management system, accounting and record-keeping system.

"**Precious Metal Price**" means BUY/SELL product prices for discrete whole coins and bars or BUY/SELL product prices for fractional purchases/redemptions of Precious Metals.

"**Precious Metals**" means those precious metals in such formats as are supported by Goldwise from time to time.

"Precious Metal Coin & Bar Provider(s)" means the precious metal coin and bar provider(s) who supplies Goldwise, being a recognised and LBMA approved mint or refiner or, an approved and authorised distributor of mints or refiners.

"Precious Metals Market Provider(s)" means the market liquidity provider(s) who sources precious metals for Goldwise.

"**Privacy Policy**" means the Goldwise privacy policy which is available here: www.goldwise.com/privacy

"**Registered User**" means as defined in clause 2 of these Terms.

"**Safeguarded Accounts**" means the bank account(s) belonging to Goldwise's eWallet Partner, which are separate to their own office bank accounts and Goldwise's own office/operational bank accounts, into which they will receive funds from you in return for the issuance of eMoney. These funds are Safeguarded Funds.

"**Safeguarded Funds**" means the funds deposited into Safeguarded Accounts are transferred to and held in dedicated client money bank account(s) by Goldwise's eWallet Partner. The funds in these client money accounts are held on your behalf and meet regulatory requirements for safeguarding.

- For customers of Goldwise Holdings Limited, the eWallet Partner have client money accounts with a range of large UK banks or Bank of England. These safeguarding regulations are defined in the UK by The Electronic Money Regulations 2011.

- For customers of Goldwise Europe UAB, the eWallet Partner have client money accounts with a range of large EU banks, the Bank of Lithuania or a central bank of another EU Member State. These safeguarding regulations are defined in the Republic of Lithuania Law on Electronic Money and Electronic Money Institutions - 2011 No XI-1868.

"**Selected Wallet**" means your defaulted/ selected Account Wallet which is used for payment of your storage fees and any administrative fees.

"**Sell**" means a sell request from the Customer to Goldwise for the proposed sale of some or all the Customer's Precious Metals holdings.

"**Service Providers**" means any and all of the service providers engaged by Goldwise or its Affiliates.

"**Services**" means as defined in clause 2 of these Terms.

"**Settlement Due Date**" shall be defined by the prevailing conditions in the market, which ordinarily shall be on the second Business Day following the Trade.

"**Storage Agreement**" means a precious metal storage agreement executed between Goldwise and each Vault Operator.

"**Terms of Use**" means the Goldwise website terms of use for the Website.

"**Total Balance**" means the eMoney running total balance(s) in a Customer's Account Wallet(s).

"**Trade**" means a successful partial or full execution of a BUY/SELL request, which will be settled by the Settlement Due Date.

"**Transport Services Provider**" means, where the Precious Metals Coin & Bar Provider or the Vault Operator arrange delivery of Precious Metals to or from its approved private carrier network, the chosen transport service provider.

"**Transport Service Provider's Insurance**" means the insurers of the Transport Service Provider.

"**Vault**" means a vault nominated by you via the Goldwise Platform controlled by an operator Vault Operator pursuant to a Storage Agreement.

"**Vault Operator**" means Goldwise's chosen vault provider(s) from time to time who are appointed by Goldwise on your behalf to vault your Precious Metal pursuant to a Storage Agreement.

"**Restricted Services**" means those limited services available to Registered Users prior to them being approved as Customers of Goldwise, as referenced in clause 2 of these Terms.

"**eWallet Partner(s)**" means Goldwise's nominated electronic money institution(s) (EMI(s)) who provide electronic money services – eMoney issuance, Wallets and Safeguarded Accounts to its Customers.

"**Website**" means our website at www.goldwise.com.

References to "**Goldwise**", "**we**", "**our**", or "**us**" mean the contracting entity listed for your country above, which is the legal person with whom you contract pursuant to these Terms of Service.

References to "**you**" or "**your**" mean you, the registered user ("**Registered User**"), including (i) during the period your application to hold a trading account and to become a customer ("**Customer**") is pending and (ii) once your application has been approved and you transition to become a Customer. Each Registered User needs to apply before they can hold a trading account with us. Once their application is approved, that Registered User becomes a Customer.

References in these Terms of Service to "**Goldwise Contract Terms**" means together these Terms of Service, the entity-specific Addendum to these Terms of Service, the Terms of Use, the EULA and the Privacy Policy, all of which apply to your contract with us, and which form the entire agreement between you and us. Each party acknowledges that in entering into the Goldwise Contract Terms it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Goldwise Contract Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Goldwise Contract Terms.

Contract Terms

The following documents also apply to your use of our Service, and you should read them carefully before accepting these Terms of Service and transacting with us: -

(a) Terms of Use [www.goldwise.com/terms];
(b) EULA [www.goldwise.com/eula]; and
(c) Privacy Policy [www.goldwise.com/privacy].

2. Deemed Acceptance and Prevailing Versions

We have a two-stage Account opening process:

Firstly, you become a Registered User by successfully completing our registration or onboarding procedures, after which your account, which we call the Goldwise Account, ("**Account**") is created and you will have access to restricted services described below that we may offer ("**Restricted Services**").

Your Account contains your Goldwise account wallet ("**Account Wallet**") which stores your electronic money ("**eMoney**") in the currency you transferred in, plus your physical precious metal(s) holdings in storage with Goldwise. If you hold an Account Wallet in a specific currency it will only hold eMoney denominated in that respective currency.

If you are contracting with Goldwise Holdings Limited, you will have an option to have minimum one, maximum two Account Wallets for your respective GBP and EUR eMoney balances corresponding to respective GBP and EUR Funds transferred in, i.e. one currency per Account Wallet.

If you are contracting with Goldwise Europe UAB, you can have only one Account Wallet for your EUR eMoney balance corresponding to EUR Funds transferred in.

Broadly speaking our registration or onboarding phase allows limited use of the Goldwise Platform. Registered Users can access the Goldwise Platform for information such as precious metals price information, but you cannot fund your Account Wallet(s) with your Funds, and you cannot Trade i.e. buy, sell or convert physical precious metals.

Secondly, you become a Customer by completing the account application, passing our applicant review and we deem you as meeting our acceptance criteria, after which restrictions are removed from your Account and you have access to all the Restricted Services plus all of our trading and other services described below that we may offer ("**Services**"). Only Customers can fund their Account Wallets and buy, sell and convert physical precious metals, Registered Users cannot do either of these things.

The difference between the services offered to Registered Users and Customers, is that Registered Users are restricted from funding their Account and trading physical precious metals.

Individual Registered Users of our Services must be 18 years of age or older. In becoming a Registered User or a Customer, you accept and agree that the Goldwise Contract Terms define the entire business, service, and/or other relationship between Goldwise and you. You accept and agree that by becoming a Registered User or a Customer you gain no privity, contractual, business, service and/or other relationship with or legal or other rights against any and all of Goldwise's Affiliates (as defined herein) or any Service Providers.

All Registered Users and Customers accept and agree that these Terms of Service are binding upon all users of your Account.

We reserve the right to make changes to these Terms by sharing such changes through one or more Comms. Changes are effective immediately upon sharing unless a different effective date is stated or required by law.

If you do not agree to any changes to these Terms you may notify us in writing and terminate your Account forthwith. In that circumstance, the termination provisions of these Terms shall apply and none of the changes to these Terms shall affect you.

3. Purpose of our Business relationship

Individuals or entities choose to become Goldwise Registered users, Customers in order to benefit from precious metals trading and vaulting and Goldwise company news, product, and price information.

Goldwise offers a service designed for high levels of automation across the internet and earns a profit from the commissions or mark-ups and Fees it charges.

4. Account Application

Firstly, you become a Registered User by successfully completing our registration or onboarding procedures, after which your Account is created, and you have access to Restricted Services.

You can then become a Customer by completing the account application including identifying yourself, passing our applicant review and we deem you as meeting our acceptance criteria, after which restrictions are removed from your Account and you have access to our full Services.

4.1. Identifying yourself

You undertake to identify yourself during the Account onboarding process and thereafter while your Account remains open as requested by Goldwise or its agents. You authorise us to make such enquiries as we believe necessary to satisfy ourselves about the validity of your identity and to comply with Applicable Law.

You will need to provide Goldwise with such information as required or requested in relation to these Terms of Service and to becoming a Registered User or Customer, including all information required to comply with all Applicable Law (such as Know Your Customer/Anti-Money-Laundering ("**AML/CTF**") regulations.

In addition, you accept a duty to keep all such information held by us up-to-date and accurate. This includes: (1) if you are an entity, the identities of your ultimate beneficial owners, management and those operating or controlling the Account; and (2) ensuring that all users able to access the Services are authorised and permitted to access the Services on behalf of the Customer. Goldwise is entitled to rely on the accuracy of the details you have supplied.

Goldwise may refuse an application by a Registered User or Customer for an Account even if they have successful passed our acceptance criteria without having to provide any explanation or reason for doing so.

After your Account is approved, you understand and agree that Goldwise may periodically re-verify your information, including your identifying information, to ensure compliance with ongoing AML/CTF requirements and other obligations. You authorise us to make such enquiries as we believe necessary to satisfy ourselves about the continuing validity of your identity and to comply with Applicable Law. You further understand and agree that Goldwise may restrict your access to

some or all Services until Goldwise is satisfied your use of the Services complies with AML/CFT, and other laws and obligations and Goldwise's internal compliance requirements.

You agree to keep your personal and contact details including your residential address, accurate and up to date. You agree to provide any supporting documents that Goldwise may require as part of the Account application and ongoing from time-to-time.

To the extent permitted by law, you accept that your failure to maintain your contact details correctly may negate some of the protections you seek from Goldwise. To the extent permitted by law, Goldwise will not be responsible for, and you hereby hold harmless and indemnify and keep indemnified Goldwise and its Affiliates against, any and all losses which arise out of your failure to maintain your contact details correctly with Goldwise and on public records which are used to verify your identity by Goldwise so there is no conflict or errors.

4.2. If you fail to meet our Account acceptance criteria

An approved Account application is a prerequisite to becoming a Customer. In order to remain a Customer, you are required to pass subsequent Account reviews from time to time.

You understand and accept that a persistent failure to pass our ongoing acceptance criteria, after having received reminders, may incur penalty charges and could lead to the partial or full suspension or closure of your Account.

You accept that if you meet our acceptance criteria for an Account, we may need to reject your application if for example you are subject to any sanctions or politically exposed persons lists. You accept that if we approve you for an Account, you are required to pass subsequent Account reviews, from time to time. You agree to cooperate with such requests for information and supporting documentation.

To the extent permitted by law, Goldwise will not be responsible for, and you hereby hold harmless and indemnify and keep indemnified Goldwise and its Affiliates against, any and all losses and costs which arise out of your failure to identify yourself and provide documentation to enable Goldwise to promptly approve your Account.

4.3. Adding and modifying your Linked Bank Account(s)

4.3.1 Adding your Linked Bank Account

You agree to supply us with at least one set of bank details/instructions that will act as your Linked Bank Account.

Linked Bank Account Customers can deposit via regular or easy bank transfer, and they can withdraw to a bank account on a transaction-by-transaction basis.

You will need to provide us with such Linked Bank Account(s) supporting information, such as your bank account name, account number and/or IBAN with respective sort code/SWIFT/BIC code or other bank identifier commonly used by banks in your country, as we request otherwise you will not be able to withdraw funds from the Goldwise Platform.

The owner(s) of an Account must only be the party or parties named on the Linked Bank Account(s), i.e. customers can only link their own bank account(s) to their Account; Goldwise does not allow linking to, receiving from or making payments to third party bank accounts. You accept that Goldwise may perform checks on your Linked Bank Account(s) to validate ownership.

You are responsible for checking the details and notifying Goldwise immediately if the details of your Linked Bank Account(s) are incorrect or have changed. Your funds transfers in or out may be delayed due to checks on your Linked Bank Account(s) or any other system or technical issue.

You must notify Goldwise of changes to the owners of the Linked Bank Account(s); changes will require your Account to be re-approved and may delay funds transfers in and out of your Account.

Goldwise does not accept in-coming and out-going transfer requests from any person other than the Account holder(s). To the extent permitted by law, Goldwise will not be responsible for, and you hereby hold harmless and indemnify and keep indemnified Goldwise and its Affiliates against, any and all losses and costs which arise out of your failure to comply.

4.3.2. Modifying your Linked Bank Account

Your Account will be associated with your Linked Bank Account(s). Linked Bank Account(s) must be held in exactly the same name(s) as your Account.

You can add or delete your Linked Bank Account(s) from your Account. Where you change your name(s) on your Account, your Account will need to be re-approved, and the Linked Bank Account(s) must be held in exactly the same name(s) as your Account.

We are not responsible for any fees charged by the provider of your Linked Bank Account(s).

To the extent permitted by law, we may charge an administration fee if you want to change your Linked Bank Account(s). When you seek to change your Linked Bank Account(s), we reserve the right to conduct additional account and identity verification processes. See Section 13 below for details regarding fees.

We may reject withdrawal requests if you do not meet our requirements and funds will remain held until an acceptable bank account is provided.

Under no circumstances will we permit you to transmit Funds to or from Goldwise through any source other than your Linked Bank Account(s) and in the same fiat currency in and out of your Account, except for incoming payments only from Customer's debit card(s).

Goldwise does not accept cash, cheques, bank drafts or credit card-based payments.

4.4. Reviewing the source of your incoming Funds

You permit us or our Service Providers to review details about your Linked Bank Account(s) and check them against personal and/or entity data when you transfer funds into or out of your Account.

5. Security & Privacy

The Goldwise Privacy Policy applies to all information collected from or about you by Goldwise. The Privacy Policy is located at www.goldwise.com/privacy

5.1. Your Account and Password

During the onboarding process, you will provide your email address, and you must also create a confidential password in order to have an Account with us. You will be required to verify your email address. Additionally, to ensure robust security access to your Account, we recommend that you set-up either Passcode or Biometric login alternatives and Two Factor authentication. Please keep this information secure and do not disclose it to any third party.

We have the right to restrict, lock and/or disable your Account at any time, if, in our reasonable opinion, you have failed to comply with any of the provisions of these Terms of Service, if required to do so by a court of competent jurisdiction or a regulatory authority or otherwise in accordance with Applicable Law or if we have reason to believe the security of your credentials may have been compromised.

If you know or suspect that anyone other than you knows your user Passcode or password, you must promptly change your respective user Passcode or password via your Account. If you are unable to access your Account you should contact Goldwise at support@goldwise.com or another channel to restrict and reset your login information. To the extent permitted by law, you indemnify Goldwise against any losses incurred by you due your inability to access your Account and from unauthorised access to your Account.

5.2. Comms

You accept that the Services are generally made available on the internet using the http/https protocols, which incorporate a level of security widely accepted as offering reliable privacy and accuracy in data transmission. These may differ for native applications.

You can select and manage your Comms preferences via your Account. Important communications regarding your Account do not form part of Comms preferences, you accept that you will receive such messages via email.

You accept that Goldwise may send information to you by Comms. It is your responsibility to ensure you have up-to-date and in-service means to receive communications made via these Comms.

Goldwise is entitled to rely on the assumption that a communication was received in the absence of clear evidence to the contrary. To the extent permitted by law, Goldwise is not responsible for losses you incur as a result of any such Comms communications not being delivered due to circumstances beyond Goldwise's control.

5.3. Consumer Duty and Vulnerable Customers

Goldwise is committed to acting in the best interests of its Customers and upholding the principles of the UK Financial Conduct Authority's Consumer Duty. If you are, or believe you may be, a vulnerable customer, please contact us at support@goldwise.com so we can ensure your needs are understood and appropriately supported.

5.4. Data Retention and Profiling

We retain personal and account-related data for as long as necessary to meet legal, regulatory, and operational requirements. In certain cases, we may use automated tools to assess AML/CTF risk or trading behaviour to comply with Applicable Law. For more detail, please refer to our Privacy Policy.

6.0. Care of your Funds

Your Account will have at least one Account Wallet. One of your Account Wallets will be your Selected Wallet. The Account Wallet(s) are used for payment of your Fees.

As part of the Services, eMoney shall be issued upon receipt of Funds from you. The eMoney shall be both stored and redeemed upon your express instruction and in accordance with Goldwise Contract Terms.

Based on Goldwise contracting entity (Goldwise Holdings Limited or Goldwise Europe UAB), the eMoney balance in your Account is issued to and held in customer segregated Account Wallet(s) by the appropriate Goldwise eWallet Partner(s), being a regulated electronic money institution.

When Funds are received from you, these Funds will be held by our eWallet Partner in the relevant Safeguarded Account in exchange for the issuance by them to you of eMoney and the provision of the eMoney Balance held in your Account Wallet(s).

Your Funds will not be used by our eWallet Partner(s) for any other purpose and in the unlikely event that our eWallet Partner(s) becomes insolvent, your e-money is protected in either a central bank, such as the Bank of England, or a top-tier commercial bank.

When Goldwise's eWallet Partner issues you with eMoney, with you holding the eMoney in your Account Wallet(s) and they holding the Funds corresponding to the eMoney is not the same as a Bank holding your Funds in that:

- they cannot and will not use the Funds to invest or lend to other persons or entities
- the eMoney will not accrue interest and
- the eMoney is not a deposit and is therefore not covered by the Financial Services Compensation Scheme but it is held by our eWallet Partner and protected in the relevant Safeguarded Account.

To learn more, please see definition of "Safeguarded Accounts" and "Safeguarded Funds" in Interpretations and Definitions in Section 1 above.

6.1. Account Wallet(s) and eMoney

Once you have been approved as a Customer your Account will be allocated an Account Wallet in a denominated currency through which you will pay for all your Fees.

Each Customer's Account Wallet(s) will have unique bank account details (account number plus sort code and/or IBAN plus SWIFT/BIC code) to enable you to transfer in Funds to our eWallet Partner to load corresponding eMoney directly into your Account Wallet(s).

We segregate all of our Customers' Funds, eMoney and eMoney balances from Goldwise's own office/operating bank accounts and own eMoney Wallets. Your eMoney balance(s) are held within a customer segregated Account Wallet(s) in currencies offered within your country of residence.

Within the Goldwise Platform, the following transactions are made using eMoney and Account Wallets:

- Transfer of Funds In/Out corresponds to the eMoney In/Out-from your Account Wallet in the currency of the Funds transferred
- All storage and administrative fees are paid using eMoney from the Customer's Selected Wallet
- Fees for BUY/SELL Trades are settled from/to the customer's elected Account Wallet(s), using eMoney. Customers can select the Account Wallet, from/to which fees for BUY/SELL Trades are settled, at the point of Order entry.

Note on Fund Protection
eMoney in your Account Wallet is protected by our eWallet Partner in accordance with applicable safeguarding regulations. Unlike a bank deposit, your funds are not covered by the Financial Services Compensation Scheme (FSCS). However, under the Electronic Money Regulations 2011 (UK) and equivalent EU legislation, 100% of your funds are held in safeguarded accounts, meaning they are fully segregated from the EMI's own funds and protected in the event of the EMI's insolvency.

6.2. Account Wallet Balances

You can always see the amount of your available Account Wallet balance(s) on the Goldwise Platform.

Goldwise is permitted to debit eMoney in your Account Wallet(s) to pay corresponding Funds for any outstanding Fees, and in respect of the Services and other Service Provider charges according to these Contract Terms.

You further acknowledge that eMoney credited by Goldwise to your Account Wallet(s) corresponding to Funds will be net of any outstanding Fees owed to us or our Service Providers, where applicable.

If you have purchased Precious Metals with eMoney and corresponding Funds that we have reason to believe are not yours, we reserve the right to halt any pending transactions, freeze your Account, and take any further action we deem appropriate. You agree to pay us any Fees incurred in connection with these actions.

You will not earn interest on your Precious Metals holdings, your eMoney Account Wallet balance or corresponding Funds.

To the extent permitted by law, Goldwise will not be responsible for, and you hereby agree to defend, hold harmless, and indemnify Goldwise and its Affiliates against any and all losses which arise out of our following your instructions.

6.3. Your Account Wallet(s) and Linked bank Account(s)

Your Account Wallet(s) are unique to your Account and separately identifiable from every other Customer's and segregated from Goldwise's own eMoney operational Wallets. Your Account Wallet will have unique bank account transfer details such as an account number and sort code and/or IBAN and SWIFT/BIC code or other bank identifier commonly used by banks in your country.

For each Account Wallet you will need to provide at least one Linked Bank Account to enable you to load your Account Wallet with eMoney and withdraw Funds to.

Through your Account, you will be able to:

a) load your Account Wallet(s) with eMoney using your Linked Bank Account(s)
b) withdraw Funds to your Linked Bank Account(s)

6.4. Transferring Funds

Customers can initiate transfer of Funds IN/OUT from their Account when logged in. All Customers' Funds transferred must be in the same currency as the currency of the Account Wallet(s), without exception. Goldwise and our eWallet Partner accept no responsibility for loss or where you suffer foreign exchange fees that may arise in the event that you send Funds in a currency different to that of the Account Wallet(s).

Goldwise and our eWallet Partner accept no responsibility in the event that you send Funds to the incorrect bank account.

Goldwise and our eWallet Partner(s) do not accept cash or cheques. We accept funds via a variety of methods of electronic funds transfer to our eWallet Partner(s) bank account, the details of which we shall provide to you upon request.

6.4.1. Transferring Funds from your Linked Bank Account(s)

You agree to load eMoney to the Account Wallet(s) in your Account from your Linked Bank Account(s). Customers have unique bank account transfer in details for each Account Wallet(s), so there is no mixed or pooling of Customer's eMoney balance(s).

You confirm that all Funds transferred to our eWallet Partner, using the unique bank account transfer details, to load eMoney to your Account Wallet will be for the limited purposes of paying Fees (the "**Purposes**"). Your eMoney may only be held in your Account Wallet in accordance with the Purposes.

Your transfer of Funds is acceptable only through recognised banking channels which may change from time to time according to the details on Goldwise's Platform.

When making an electronic bank transfer, you understand that our bank/EMI will be expected to identify standard banking data on each incoming payment to load eMoney to your Account Wallet(s), including (i) your bank name (ii) your branch identifying code, (iii) your account name (iv) your bank account number and (v) your Goldwise Customer unique reference number (as the payment reference).

You accept that a failure by our bank/EMI to identify the source of your Funds may delay your Account Wallet(s) being credited with eMoney. If so, either our eWallet Partner will reject the payment or they will place your Funds safely in quarantine, pending your contact with us, at which time your advice of the correct remittance details will cause the Funds to be accepted and corresponding eMoney placed directly into your Account Wallet. Where a Funds holding fee applies, we reserve the right to retrospectively charge your Account for any such fees accrued while your Funds were in quarantine.

You accept that where you have provided us with necessary details independently of the actual bank transfer on which your Funds were received Goldwise is entitled to suspend your right to immediate withdrawal for a period not exceeding 60 days.

You accept that where deposit by debit card is offered, you must only make a card deposit using a debit card associated with your Linked Bank Account. If you use a card that is not associated with your Linked Bank Account or that is not a card permitted by Goldwise then Goldwise is entitled to apply a fee according to the published Tariff and will return the Funds to source where Funds were received by Goldwise.

Nevertheless Goldwise may exercise its discretion to allow the Funds to be applied to your Account, provided it is our reasonable belief, supported by evidence you provide, that the deposit has come from you. Goldwise may also seek additional information concerning the deposit's source, which you agree to provide.

You accept that our eWallet Partner retains the right to block and return Funds to the originating bank account if deposits are made from a bank account other than your Linked Bank Account(s) or when insufficient information is provided regarding the source of those Funds. Whenever this occurs, you accept that our eWallet Partner and/or Goldwise is entitled to apply a fee according to the published Tariff link to Section 13. You also accept that the bank(s) involved in returning those Funds may deduct a fee which will not be refunded by Goldwise.

You hereby indemnify and keep indemnified our eWallet Partner and Goldwise against any and all losses which arise out of your failure to fund your Account directly and identifiably from your Linked Bank Account(s).

If your Account is erroneously credited with eMoney or eMoney corresponding to Funds, you accept responsibility for advising us within 24 hours of your becoming aware of it and agree to cooperate in the re-assignment of such eMoney or eMoney corresponding Funds.

6.4.2. Transferring Funds to your Linked Bank Account

You can only make withdrawal(s)/transfer(s) out of Funds up-to the value corresponding to the Available to Withdraw eMoney balance in your Account Wallet, to your Linked Bank Account.

You undertake to re-check the details of your Linked Bank Account presented to you as you make your withdrawal request during a logged-in session, and you undertake to confirm your withdrawal only if you are satisfied with the Linked Bank Account details presented to you. Provided that Goldwise is satisfied with the security of your withdrawal request, it will remit Funds to your Linked Bank Account via Faster Payment, SEPA payments, BACS or other banking system generally considered appropriate to the payment.

Goldwise is entitled to subtract bank transfer costs from the sum to be remitted or debit your selected Account Wallet.

You accept that Goldwise may need to perform additional security checks and there may be some delay prior to sending you your Funds. Any delay will depend both on the recent operation of your Account and on other circumstances of the withdrawal. Where you are approved by Goldwise as a Customer and your Account is not restricted in any way, and where your Linked Bank Account has been long-standing and stable, you have the right to expect your Funds to leave our eWallet Partner's client money account and clear in the normal clearing time of that transfer method.

6.5. Return of Unused or Unallocated Funds

You may hold eMoney in your Account Wallet(s) and we may hold Funds corresponding to your eMoney indefinitely. However, if we hold eMoney for you for more than two years without any activity on your Account, we shall use reasonable endeavours to contact you to redeem the eMoney in your Account Wallet(s) and return the corresponding Funds to you. If we are unable to contact you, we may redeem the eMoney and send the corresponding Funds, less any of our costs incurred, to the last known bank account we have on file for you.

However, subject to Applicable Law, Goldwise reserves the right to return the Funds corresponding to the eMoney in your Account Wallet(s) to your Linked Bank Account at any time and for any reason.

To the extent permitted by law, Goldwise will not be responsible for, and you hereby agree to defend, hold harmless, and indemnify Goldwise and its Affiliates against any and all losses which arise out of us wiring or sending Funds to the Linked Bank Account details you have provided us.

6.6. Account Suspension and Closure

Goldwise reserves the right to suspend or close any Account at any time. In addition, Goldwise may close your Account for these or other reasons:

- We reasonably believe your Account and/or the use of it poses significant risk to Goldwise, you, or other Customers;
- We identify information provided by you as false or misleading, or you or someone else are using the Account illegally or fraudulently;

- You have acted abusively or violently towards Goldwise's or its Affiliates' or any of its Service Provider's staff;
- Your violation of Applicable Law, including but not limited to anti-money laundering laws,
- A government order or decree requires we do so;
- You are in breach of these Terms of Service (or have failed to remedy a breach where we have asked you to do so); or
- We terminate the Services.

The suspension of your Account will prevent you from using the Services. You accept that we will continue to charge applicable fees during a suspension. Goldwise is not under any obligation to disclose the reason for a suspension to you.

If we suspend your Account, it will not result in the expropriation of your property and any pending Orders will continue to be active until expiry or execution. Customers can contact Goldwise to request cancellation of active orders.

Following Account suspension, we will either close your Account or, if we determine in our sole discretion that the reason for the suspension has been resolved, we will remove the suspended status from your Account.

If we close your Account, we will return the Available to Withdraw balance(s) less any fees due to your Linked Bank Account(s) by bank transfer or through other means determined solely by us. You will continue to incur Precious Metal storage fees unless and until you request delivery as set forth in Section 7.8 or make other arrangements with Goldwise to sell or dispose of your Precious Metal. We will either sell some or all of your precious metals holdings with your consent or deliver them to your last validated address, less costs of transportation, insurance etc.

6.7. Confidentiality and Money Laundering

Goldwise and the Services are not intended to be a resource for Money Laundering Purposes and may not be used for Money Laundering Purposes. We will not tolerate any use or attempted use of Goldwise or the Services for Money Laundering Purposes. By your acceptance of these Terms of Service you represent and confirm on a continuing basis that you will not utilise Goldwise or the Services for Money Laundering Purposes, and you will be liable for any charges levied by any third party service provider related to such activity.

We will perform constant screening and on-going monitoring of our customers against sanctions and politically exposed persons lists and we will monitor transactions and trading behaviours, patterns using manual reports, reviews and machine learning tools.

Goldwise recognises your right to confidentiality where your identity has been validated. However, you agree that our decisions relating to Money Laundering Purposes, AML/CTF, or other financial crimes will be final and not subject to review. You also understand that we are under no obligation to explain the reason for such decisions and in some cases may be prohibited from doing so.

7.0. Care of your physical Precious Metal

7.1. Form and Warranted Precious Metal Content

Goldwise holds the following Precious Metals for its Customers:

(a) gold, in line with the LBMA's requirements found here: https://www.lbma.org.uk/publications/the-otc-guide/london-good-delivery-gold-and-silver, are expressed in fine gold content which is held in LBMA approved or accredited bars. The fine gold content of each bar is its weight multiplied by its purity (fineness).

Goldwise warrants that every gram of gold in your Account is a gram of the 100% fine gold content of either a minimum fineness of 99.50% assayed gold bar held in the relevant Vault (as defined below); and /or a minimum fineness of 99.99% assayed gold bar held in the relevant Vault (as defined below); and/or the Gold bars constitute investment gold bullion quality physical precious metals (as defined by UK Customs and Excise 701/21) being not less than 99.5% purity and of a weight and manufacturer accepted by the bullion quality physical precious metals markets.

(b) silver, in line with the LBMA requirements, are expressed in fine silver content which is held in LBMA London Good Delivery bars. The fine silver content of each bar is its weight multiplied by its purity/fineness. Goldwise warrants that every gram of silver in your Account is a gram of the 100% fine silver content of a minimum fineness of 99.90% assayed silver bar held in the relevant Vault (as defined below);

(c) platinum, in line with the LPPM requirements, are expressed in fine platinum content which is held in LPPM loco London & loco Zurich Good Delivery bars. The fine platinum content of each bar is its weight multiplied by its purity. Goldwise warrants that every gram of platinum in your Goldwise Account is a gram of the 100% fine platinum content of at least 99.95% assayed platinum bar held in the relevant Vault (as defined below);

(d) palladium, in line with the LPPM requirements, are expressed in fine palladium content which is held in LPPM loco London & loco Zurich Good Delivery bars. The fine palladium content of each bar is its weight multiplied by its purity. Goldwise warrants that every gram of palladium in your Goldwise Account is a gram of the 100% fine palladium content of at least 99.95% assayed palladium bar held in the relevant Vault (as defined below); and

(e) rhodium is held in bars or ingots with minimum of 99.90% purity.

Any breach of this warranty shall be remedied by Goldwise itself arranging a replacement through the procedures of the international Precious Metals markets, or, failing that, by replacing any shortfall or substandard material out of its own Funds.

Some of Goldwise's Customers hold their Precious Metal holdings in fractionalised Precious Metal bars or ingots (as the case may be) held at each Customer's selected Vault. We call this "**Fractional Precious Metals**". Excluding purchases of full Precious Metal bars and/or coins for delivery (see the immediately following paragraph below), Goldwise's Fractional Precious Metals are held in a collective, fractionalised pool for and on behalf of Goldwise Customers. Sections 20A and 20B of the Sale of Goods Act 1979 permit legal title of commodities such as precious metals to be held in fractionalised goods and this is what applies to Fractional Precious Metals sold by Goldwise to its Customers.

Some Customers may want to purchase whole units rather than fractional units or to buy and vault their owned Precious Metals in distinct, fully allocated format. Goldwise therefore also sells

full Precious Metal bars and coins ("**Coin and Bar Precious Metals**") to Customers where required on the Goldwise Platform. For Coin and Bar Precious Metals, Goldwise arrange the purchase from its Precious Metal Coin & Bar Provider(s) for onward delivery to the Customer or for storage at the Vault(s). If Goldwise are requested to deliver full bars and/or coins to the Customer, Customers will then be unable to sell back those delivered bars and/or coins through the Goldwise Platform as only your precious metals holdings in your Account i.e. stored Fractional Precious Metals and Precious Metal Coins and Bars vaulted with the Vault Operator by Goldwise, can be sold via the Goldwise Platform.

7.2. Vault Operators

Your Precious Metal is owned by you and held in a vault nominated by you via the Goldwise Platform ("**Vault**") controlled by an operator appointed by Goldwise to vault your Precious Metal ("**Vault Operator**") pursuant to a precious metal storage agreement executed between Goldwise and each Vault Operator (the "**Storage Agreement**").

Each Vault Operator utilised by Goldwise is a professional organisation of the highest reputation in the business of managing the receipt, storage, and re-delivery of Precious Metal according to the practices of the international Precious Metal markets.

You accept the Vault Operator(s) engaged by Goldwise, and the Vault locations available to Customers in your entity-specific location. Customers can vault in the Vaults offered by Goldwise to its Customers from time to time. For certain materially large customer Precious Metal holdings, we may, but are not obligated to, agree to a Customer's wish to use a different Vault location offered by an existing, engaged Vault Operator.

7.3. Unique Sub-Account References

Goldwise maintains records of your Precious Metal ownership. Pursuant to the Storage Agreement (see 7.2. above), the Vault Operator will establish sub-accounts of Precious Metal using the Precious Metal designated account number allocated to you by Goldwise (each such account being a "**Sub-Account**"). In no event will your Sub-Account be held in any name or list any party other than you along with your Precious Metal designated Sub-Account number.

Goldwise will not provide any Sub-Account information to the Vault Operator or any third party that is not an approved Goldwise vendor, except for quantities of Precious Metal and your Precious Metal designated account number, unless specifically authorised by you, required to do so by law, or pursuant to an order of a court of competent jurisdiction.

7.3.1. Both Goldwise and the Vault Operator acknowledge and agree that:

a) legal title in relation to the Precious Metal allocated to your Sub-Account is held by you; and

b) neither Goldwise nor the Vault Operator shall have any legal right, title, or interest in and to such Precious Metal.

Goldwise will pay fees to the Vault Operator pursuant to your instructions and for and on your behalf to cover the costs of storage and insurance of your Precious Metal.

7.3.2. Should your Sub-Account and/or your Account remain inactive or dormant, as defined by the law of your jurisdiction, for three (3) years, if any, in your local jurisdiction, Goldwise reserves the right to contact you to request that you instruct Goldwise (at your sole option and discretion) to:

1. sell your Precious Metal at the applicable price provided by our liquidity provider(s) and send the proceeds net of any Fees owed to you at your Linked Bank Account; or

2. continue paying us fees for vaulting and for handling your Precious Metal at the then applicable fees charged by us.

7.3.3. If you fail to respond within thirty (30) days of Goldwise contacting you, Goldwise is entitled to continue charging you fees for vaulting and for handling your Precious Metal with immediate effect at the then applicable fees charged by us, and you agree to maintain sufficient funds within your Account Wallet to discharge those fees thirty (30) days from invoice date. Our invoices shall accrue interest on any sum due to us, calculated as follows:

1. Rate. Unless a lower rate is required by law, eight (8) percent per year above the Bank of England's base rate from time to time, but at eight (8) percent per year for any period when that base rate is below zero (0) percent; and

2. Period. From when the overdue sum became due, until it is paid.

For unpaid sums, Goldwise reserves the right to pursue any and all available means of collections in your jurisdiction including, but not limited to, selling down your precious metals holdings to recover the amount due, retention of a third-party collections agency and filing a lawsuit against you.

7.4. The Status of Your Precious Metal

You agree that when you purchase Precious Metal(s), the Precious Metal(s) will be delivered within the Vault Operator's premises. If you purchase Precious Metal(s) for delivery to your residential address, the Precious Metal(s) will be delivered when passed to your chosen carrier. Delivery of your Precious Metals can only be requested to your residential address as recorded and verified on your Account.

You may withdraw your Precious Metal in whole bars or coin format only, as we cannot deliver fractional ounces of bars, and so long as you pay the required fees and comply with these Terms.

From the delivery of your Precious Metal(s) to the Vault, the Vault Operator has agreed to act as physical custodian of your Precious Metal(s) until you sell or move your Precious Metal(s) in accordance with these Terms.

When you sell your Precious Metal(s) through the Goldwise Platform, the Precious Metal(s) will be transferred within the Vault Operator’s premises, on your behalf, as per your sell instruction. Furthermore, you agree that you cannot submit instructions directly to the Vault Operator or expect the Vault Operator to provide information or physical withdrawal directly to you, except through Goldwise.

7.5. Goldwise Storage Agreement(s) with the Vault Operator(s)

You authorise Goldwise to arrange custody of your Precious Metal(s) with the Vault Operator and to contract with the Vault Operator to provide Vaulting services. Pursuant to the applicable Storage Agreement, the Vault Operator acknowledges that the Customer's Precious Metal(s) is allocated to and is the property of each of Goldwise's customers per Goldwise's records of Sub-Account or Account holdings.

Goldwise confirms that a minimum of ninety days' written notice from a Vault Operator is required to terminate the Storage Agreement, apart from in very limited circumstances. If such notice has been received by us, and if no alternate storage solution has been put in place in the intervening period, then we will inform you a minimum of thirty (30) days prior to the termination of the storage agreement, thereby allowing you such time as you may need to arrange an alternate mechanism for owning and storing, or selling, your Precious Metal(s), subject to Applicable Law.

Goldwise undertakes that your Precious Metal(s) will not be subject to any kind of lending, collateral, hypothecation, or derivative transaction of any type and will remain your property in the safekeeping of the Vault Operator(s) until sold or withdrawn according to your instructions received via the Goldwise Platform.

7.6. Insurance

The Vault Operator maintains insurance against physical loss and damage to your Precious Metal(s). Similarly, if your Precious Metal(s) is transferred by armoured carrier to the Vault, the armoured carrier maintains insurance against physical Precious Metal loss and damage.

7.7. Ownership Records

Goldwise maintains the ownership records in a manner of its choosing. Goldwise shall only update its records with respect to your Precious Metal(s) ownership upon the execution of your valid instructions made according to these Terms of Service, or otherwise in accordance with these Terms. Goldwise maintains ownership records in several ways: (1) with the Vault Operator; (2) with an independent Third-Party Verification Agent; and (3) within the Goldwise Platform. Goldwise may share ownership records with certain of its Service Providers, including but not limited to its auditors, in accordance with its Privacy Policy and Applicable Law.

Goldwise reserves the right to exchange Precious Metal bar(s) or coin(s) owned by you for a like Precious Metal bar(s) or coin(s) if necessary for technical or other reasons. Goldwise will provide you notice of such a change.

7.8. Precious Metal Withdrawal and Delivery

You may request delivery of your Precious Metal(s), via the Goldwise Platform, only to your validated residential address held on the Goldwise Platform in accordance with specific policies and procedures; however, the related procedures have costs and time constraints associated with them. Delivery may be restricted or prohibited by your home country or under Applicable Law.

If a given delivery request is approved, you must agree to additional terms provided by Goldwise prior to the initiation of the delivery including the payment of delivery fees specified by Goldwise. You acknowledge that any outstanding fees must be paid before any Precious Metal(s) will be delivered.

Unless otherwise specified by Goldwise, Goldwise will pay the courier's ordinary charges out of the delivery fees charged to you upon effectuating your request for withdrawal and delivery. However, you acknowledge that you may still be liable for any customs, tax, delivery, release, or other charges that may be applied as a result of action by any government agency or otherwise while making your delivery, and you permit Goldwise to deduct such taxes and charges or seek payment in accordance with these Terms. Whether such charges are applied to you upon receipt, or by demand to Goldwise, you agree to defend, hold harmless, and indemnify Goldwise and its Affiliates against those charges.

Any dates quoted for delivery are approximate only, and you agree that the time of delivery is not of the essence. Goldwise is not liable for any delay or failure in delivery of the Precious Metal(s) that is caused by an Event Outside Our Control (as defined below). You will be responsible for obtaining, at your own cost, such import licenses, and other consents in relation to the Precious Metal(s) as required from time to time.

You agree that should you or, where agreed with Goldwise, the Destination Bank/Vault fail to take delivery of the Precious Metal, we will take such steps as we deem necessary, including assessing additional fees against your Account in order to return your Precious Metal(s) to the Vault.

We are not responsible for your, the Precious Metal courier's, or your Destination Bank/Vault's failure to follow any of these instructions, or any other applicable procedures respecting the delivery of Precious Metal(s).

In addition, you may be required to defend, hold harmless and indemnify Goldwise and its Affiliates against identity fraud.

You understand that Goldwise will not buy back the Precious Metal(s) once it is withdrawn from the Vault or delivered to you or your Destination Bank/Vault.

7.9. Your Rights in the Event Goldwise Ceases Operations

Should Goldwise cease operations, your Precious Metal(s) remains your property.

If Goldwise ceases operations, your property rights to your Precious Metal(s) will not be affected, but there may be some inconvenience and delay for you in taking hold of that property. In such event, you will be notified by relevant parties and instructed as to how to obtain, sell, or otherwise deal with your Precious Metal holdings. You will be notified as to next steps in this instance.

8. Purchase and Sale Process

8.1. How We Process Your Orders

You understand that you may enter Orders to buy and sell Precious Metal(s) through the Services, at quantities, physical vault locations and in amounts, under your control, subject to the conditions set forth in these Terms. You understand that all Buy Orders and Sell Orders will be transacted at the applicable spot Precious Metal Price or place conditional Orders, in accordance with Goldwise's standard Order processing practices, submit Buy and Sell Orders only when having sufficient available resources already within your Account at the time the Order is submitted and subject to payment of our Fees (see Section 13).

Our various Order processes require you to check and amend any errors, and to approve all details prior to confirming an Order. You must take the time to read and check your Order at each stage of the Order process.

You agree that your Orders are to be submitted only through your Account held on the Goldwise Platform by yourself.

Buy Orders and Sell Orders are invitations to treat under Applicable Law, capable of acceptance by Goldwise should it wish to accept the Buyer Order or the Sell Order respectively.

Any Customer originated Buy Order or Sell Order will only become legally binding and fulfilled Orders for Precious Metals once confirmation has been received via the Goldwise Platform that the Buy Order or the Sell Order (as applicable) is accepted and has been settled and allocated by Goldwise. Goldwise is entitled to refuse to fulfil any Buy Order or Sell Order at any time prior to acceptance thereof.

Goldwise has the legal right to unilaterally cancel any Customer initiated or executed Trades on the Goldwise Platform including but not limited to in circumstances the Goldwise Platform is not working correctly or there are inaccuracies in the advertised Buy or Sell prices. In such circumstances, Goldwise’s sole obligation is to reinstate the Customer to the position they were in prior to the Buy Order or Sell Order being placed.

8.2. Precious Metal Price

Subject to Section 8.1 and the Service availability, we will permit you to place Buy Orders to be filled at the applicable Precious Metal Price, provided that sufficient eMoney is in your Available in Trade balance. Sell Orders will also be filled at the applicable Precious Metal Price, provided you own sufficient Precious Metal in your Account to complete the transaction. You will be able to place market and conditional Buy Orders and Sell Orders.

- For Fractional Precious Metals, you can place Orders for Digital Precious Metal(s) twenty-four hours a day, seven days a week; except when the Goldwise Platform is not available to take Orders.

- For Precious Metal Coins and Bars, you can place Orders for Precious Metal Coins and Bars if Goldwise has the Ordered Precious Metal Coins and Bars within its supplier’s inventory and the Goldwise Platform is able to take Orders.

Customers cannot place Buy Orders for Fractional Precious Metals and Precious Metal Coins and Bars that are not available on the Goldwise Platform.

Customers cannot place Sell Orders for Fractional Precious Metals and Precious Metal Coins and Bars that are not held in their Account and vaulted with the Vault Operator by Goldwise.

8.3. Precious Metal Ownership

Buy Orders: Where you place a Buy Order, Precious Metal ownership will typically transfer to you at the time you receive the confirmation of the Order execution.

Sell Orders: Where you place a Sell Order, Precious Metal ownership will typically transfer from you at the time you receive the confirmation of the Order execution.

The eMoney amount for the Customer's Market Order to Buy plus a Buffer to allow for market movements in the Precious Metals Price will need to be within the Available to Trade balance of their Account Wallet to allow a Market Order to Buy to be submitted. The indicative total cost, excluding Buffer, of the Market Order to Buy will be displayed to Customers on the Order screen(s) prior to execution.

8.4. All Orders

Based on the country of residence, Customers will have one or more supported currencies, that they can fund and transact with e.g., a Customer in EEA can fund and transact in EUR only. A UK resident Customer can fund and transact in GBP and EUR only. The logistics of Orders are: -

- Based on the country of residence, certain currencies will be supported. For a list of currencies visit [insert hyperlink - supported-currencies].

- Price feeds/currency of purchase: Customers can buy Precious Metals in the supported trading currencies only. At the point of BUY/SELL the Customers have to designate the Account Wallet the debit/credit should be applied to which must already exist and be adequately funded.

- Currently, all Goldwise transactions are conducted in the supported trading currencies.

- Goldwise only accepts your market and conditional Orders to the extent that Goldwise controls sufficient resources in your Account to settle your Order.

- From time to time, Goldwise, its Precious Metal Coin & Bar Providers and its Precious Metals Market Providers may need to buy Precious Metal from other sources who may add a premium or spread to the price paid by Goldwise, as determined by market circumstances. This spread will be reflected in your purchase price.

- You accept any prevailing delay in settlement of Precious Metal into the Vault (for example, caused by weekend Orders when the market is closed) however you will be able to sell any pending-settlement Precious Metal before physical Precious Metal have settled into your Account.

8.5. Order Validation

Goldwise will ordinarily accept your Orders to buy Precious Metals in any vault offered for that metal, provided the purchase cost plus a Buffer is specified in a currency in which you have sufficient available eMoney to settle the entire purchase.

The Customer is liable for the final amount of each Buy Order and if in the instance that a Buy Order amount is greater than the eMoney Available to Trade balance resulting in a negative balance or owed eMoney corresponding to Funds. The Customer agrees to pay the balance within two (2) days and, the Customer acknowledges that any eMoney corresponding to Funds added to the Account Wallet will be used to clear the owed eMoney in part or full.

Goldwise will ordinarily accept your Orders to sell Precious Metals from a given vault for any currency offered, provided the quantity specified is currently in your Account, stored and available on your behalf in the vault specified.

You accept that Goldwise can apply a Buffer to your Buy Orders or Sell Orders to protect you against trading beyond the resources of your Account and will be broadly consistent with current market Precious Metals Prices.

If your Buy Order or Sell Order does not comply with the terms of the Order type, or one or more of the above conditions are not met your Order will be rejected.

8.6. Buy Orders | Sell Orders

8.6.1. Market Orders

Goldwise allows you to place Orders for Best Prices during Market Hours. During EHT, Goldwise allows you to place Orders at the last Best Price as captured by Goldwise plus an EHT spread.

The particular Market Prices, storage locations, and currencies available to you are subject to availability under Goldwise's discretion.

You accept that your Trade price will be determined by the next available Best Price in GBP or EUR available through Goldwise’s Precious Metals Market Provider(s).

You accept and understand that Market Prices cannot be known before the event. You acknowledge that in dealing at the spot Market Price it is your intention that your Trade executes at a price determined by a form of public auction which may result in either higher or lower prices than price indicators suggest are possible at the time you place your Order.

You accept the time limits which Goldwise places for entering and/or withdrawing Orders from the spot Market Price.

8.6.2. Conditional Orders

Goldwise allows you to place Conditional Orders provided that your conditional Orders meet the available parameters. Goldwise will accept Conditional Orders 24/7 however

your Conditional Order will only be activated during normal Market Hours and will only be executed during normal Market Hours.

8.7 Order Cancellation

If you wish to transmit a request to cancel an active and unexecuted Order you placed with Goldwise, Goldwise will use its reasonable endeavours to prevent your Order from being executed. However, an active Order is not cancelled unless and until Goldwise confirms the Order cancellation and Goldwise do not promise or warrant that it will be able to cancel your Order.

8.8 Order Confirmations

The completion of an Order, either through executed Orders or Order cancellation when only part executed will result in Goldwise sending you an Order confirmation after execution in respect of the complete amounts Traded as a result of the original Order.

8.9 Commission or mark-ups

We may charge commission (transaction fee) on gold, silver, platinum and palladium Trades.

The monetary amount of any charges or transaction fees (where applicable) may be added to your purchase price as a mark-up or deducted from your sale price as a mark-down. The resulting net price is the basis of our contract, and in this case, no commission is charged. You are not disadvantaged by this re-classification of our fees. All silver, platinum and palladium Trades are dealt on a matched principal basis.

8.10. Rounding

You acknowledge that Goldwise can only account in whole units of pennies and cents, one hundredth of the value of a British Pound (GBP) and one hundredth of the value of a euro (EUR) respectively. While Order values and fees may be rounded down or up from 0.5 of those units, you accept that any transaction via your Account Wallet will be rounded up to the nearest whole penny or cent.

8.11. Settlement

Settlement of an executed Order usually happens after two Business Days following the date of the Trade.

- For a Trade to Buy Precious Metals, the corresponding eMoney required to settle your Trade including any expenses will be debited from your Account Wallet immediately following the execution of your Order to Buy. Precious Metal proceeds from this Buy Trade will be immediately posted to your Account and will be available to withdraw following settlement.

- For a Trade to Sell Precious Metals, the Precious Metal required to settle your Trade including any expenses will be debited from your Account immediately following the execution of your Order to Sell. The net proceeds from this Sell Trade, corresponding eMoney will be

immediately posted to your Account Wallet and will be Available to Withdraw following settlement.

Goldwise may at its discretion settle your Trades early. Goldwise will ordinarily settle your Trade on the Settlement Due Date or as soon thereafter as practicable. Goldwise will allocate your Precious Metals as soon as practicably possible after settling your Trade.

Provided that Goldwise continues to hold your required resources segregated in your favour until such time as your Trade may be capable of settlement, Goldwise may at its discretion and without penalty settle your Trades late, up to a maximum of 5 Business Days after their Settlement Due Date. Where a delay past the Settlement Due Date restricts your ability to place Orders you have the right to ask for a priority settlement, and Goldwise undertakes to use its best endeavours to fulfil your request.

Where a delay extends past 5 Business Days Goldwise will inform you and you may wish to cancel your Order. You are not entitled to compensation arising from loss of interest, or for losses or lost profit opportunities arising from price movements while your Trade remains unsettled for whatever reason.

8.12. For All Executed Orders - Trades

The delivery of Precious Metal in settlement is effected by book entry within the Goldwise Platform. Your resulting Precious Metals custody balance represents outright ownership of Precious Metals held at the relevant vault.

Goldwise instructs each Vault Operator in Goldwise's capacity as your agent. Whilst Goldwise is Principal in Trading Precious Metals for its Customers, it acts as agent to vault the Precious Metals on the Customer's instructions.

The payment of Funds and corresponding eMoney is effected by book entry within the Goldwise Platform. Your resulting Total Balance in your Account Wallet represents your currency assets of segregated eMoney held with Goldwise's eWallet Partner.

- Goldwise instructs Goldwise's eWallet Partner in Goldwise's capacity as an authorised distributor.

- The settlement of Funds and corresponding eMoney should occur simultaneously with the delivery of Precious Metals unless there are technical issues which prevent Goldwise from receiving confirmation that the Funds have settled.

Your overall balance is composed as the sum of your settled balance and your unsettled balance. An overall balance is maintained for each of the eMoney currency Account Wallets and classes of Precious Metals you hold.

- Your Total Balance.
- Your Available to Trade balance.
- Your Available to Withdraw balance.

You can see your new custody Precious Metals and eMoney balances on the Goldwise Platform after settlement occurs.

8.13. Recurring Orders (Auto-Trade) function

Where you elect to use Goldwise's Recurring Orders function you understand and accept that the general intention is for the Available to Trade balance held in your Account Wallet to be used to purchase Precious Metals at the market price on the day that you have defined in the plan.

Goldwise accepts an obligation to act according to your instructions and according to its timing schedule. You acknowledge that Goldwise will never be deemed at fault by you where it uses your Available to Trade balance to purchase Precious Metals, according to your standing instruction.

While you have active Recurring Orders, you accept the policies and procedures with respect to eMoney in your Account Wallet being Available to Trade. In particular you accept that the Available to Trade balance in your Account Wallet(s) can be used by the Recurring Orders function, hence will result in your Available to Withdraw balance being reduced.

You indemnify Goldwise from any costs to you arising from the Goldwise Platform automatically purchasing Precious Metals using the Available to Trade balance in your Account Wallet(s) which may arise from your recent sale and are left on your account while the Recurring Orders function is enabled. Where there are insufficient resources available in your Account for a Re-occurring Order, the Order will not be accepted. No further attempts will be made. The Customer will be informed of the rejection of the Re-occurring Order by relevant Comms.

Your Trading activity undertaken on your behalf will be shown on your Goldwise Account. You accept a duty to monitor your Account. You also accept responsibility for being aware of your Recurring Orders function settings and anticipating Goldwise trade confirmations arriving in your Account.

Consequently in the event that Goldwise is at fault in failing within the specified time period to action your Recurring Orders request, for any reason whatsoever, you accept that Goldwise's liability to you will be as set out in Section 18 below.

Goldwise reserves the right to switch off the Recurring Orders for your Account at any point and provided that Goldwise has sent you relevant Comms advising of this action you indemnify Goldwise from any losses or lost profits arising as a result.

Customers are solely responsible for monitoring the affordability and suitability of their Recurring Orders. This function does not constitute discretionary portfolio management or personalised investment advice by Goldwise.

9. Termination

You may close your Account by following the steps we provide to you in the Settings menu, which will generally include the sale of your full Precious Metal holdings and the transfer of your full Funds corresponding to the full eMoney balance in your Account Wallet to your Linked Bank Account(s), after deducting any outstanding fees or charges. We may then restrict and lock your Account.

If you wish to close your Account, you need to make sure that:

a) all your Precious Metals have been sold or delivered out; and
b) all your Funds have been transferred out to your Linked Bank Account(s); and
c) any Recurring Orders have been cancelled; and
d) your Account Wallet(s) shows a nil balance and no owed Funds.

Subject to these criteria being satisfied and unless prohibited from doing so under Applicable Law, the Goldwise Platform will allow you to close your Account. If you have a balance of eMoney corresponding to Funds or Precious Metal holding, you may not close the Account and you will be prompted to sell down your Precious Metal holdings and/or transfer out your Funds first.

Goldwise gives you a period of 90 days to clear and close your Account and following that period, Goldwise is entitled to clear and close your Account and to remit the Funds to your Linked Bank Account(s).

10. In The Event of Your Death or Incapacity

If you are an individual and you become incapacitated or no longer have mental capacity, you permit us to allow your Account to be maintained on your behalf by your duly authorised party as identified below.

In such case, your attorney/controller/deputy/guardian/intervener/next best friend must inform us as soon as practicable of their appointment and provide evidence of their appointment. Such third parties may be subject to the same AML/CTF criteria as a Customer, including being subject to certain credit and personal identity and residency checks. Goldwise will be entitled to ask for such AML/CTF as we deem appropriate in the circumstances to meet our acceptance criteria.

In the case of deceased Customers, a personal representative/executor/administrator must inform us as soon as practicable of their appointment and provide evidence of their appointment. A personal representative may be subject to the same AML/CTF criteria as a Customer, including being subject to certain credit and personal identity and residency checks.

Goldwise undertakes to process your Account in accordance with the instructions of your authorised executors or administrators. You permit Goldwise to seek legal advice in the jurisdiction of your estate's administration, at the expense of your Account.

If a Customer that is an entity files for bankruptcy or is otherwise placed under the control of an administrator, trustee or similar party, you permit us to maintain your Account pursuant to the instruction of such party and Goldwise undertakes to do so. Under such circumstances, you permit Goldwise to seek legal advice in relevant jurisdictions, at the expense of your Account.

11. Content and Information

Changes to the Goldwise Platform, the Goldwise Website and the Goldwise App content or via Comms is provided for general information only and does not constitute investment or tax advice. It is not intended to be advice on which you should rely.

We may update the Goldwise Platform and/or Goldwise Website and/or the Goldwise App from time to time and may change the content at any time. However, please note that any of the content on the Goldwise Platform and/or Goldwise Website and/or the Goldwise App may be out of date at any given time, and we are under no obligation to update it. Although we make reasonable efforts to update information provided on the Goldwise Platform, the Goldwise Website, the Goldwise App or via Comms, we make no representations, warranties, or guarantees, whether express or implied, that such information is accurate, complete, or up to date.

12. Price Alerts, Portfolio Alerts and Chart Data

If you use the price alerts services, the portfolio alerts or use our price charts you accept that Goldwise makes no guarantees of the stability, availability or accuracy of the data provided.

You also accept that these services are provided on a best endeavours basis and that Goldwise is not liable for any loss that may occur as a result of any action you may or may not take as a result of receiving or not receiving price or portfolio alerts or relying on chart data.

13. Fees

The prevailing Goldwise transaction, storage and other fees are published on the Goldwise Platform and can be found at: www.goldwise.com/fees

In the event our fees for the Services you request or require are not published on the Goldwise Platform, they will be provided to you below.

You will have the opportunity to review these fees prior to a transaction.

Fee Category	£GBP Rate	€EUR Rate
Account Fees		
Account Setup	Free	Free
Annual Management	Free	Free
Funding Fees		
Deposit – Regular Transfer	Free	Free
Deposit – Easy Transfer	Free	Free
Withdrawal	Free	Free
Trading Fees (Buy & Sell)		
Fractional Gold	0.50%	0.50%
Fractional Silver	0.50%	0.50%
Fractional Platinum	0.50%	0.50%
Fractional Palladium	0.50%	0.50%
Vault Storage Fees		
London, UK	0.15% with a minimum fee of £5	0.15% with a minimum fee of €5
Zurich, Switzerland	0.15% with a minimum fee of £5	0.15% with a minimum fee of €5

14. System Availability, Market Availability and Downtime

The Goldwise Platform is scheduled to operate continually except during EHT we may have limited services available due to the market or our liquidity provider(s) not being available on which we can Trade and except where planned software updates and maintenance is necessary, usually carried out on weekends.

We will provide an advance warning notice for planned downtime. There may also be planned service interruptions at other times where maintenance requires urgent action that cannot wait until a weekend. Such service interruptions will, where possible, be planned at times of lower Customer and public demand.

Where service interruption is planned, and you have an Open Order, your Order will ordinarily survive the service interruption.

When an unscheduled service interruption occurs and you have an Open Order, your Order will ordinarily survive. However, in some instances these Orders may be removed at the resumption of the service, and any uncompleted element of the Order will be treated as cancelled.

If you have Open Orders during a period of unscheduled service interruption, you accept that the nature of the service interruption makes it impractical for us to inform you specifically of the unscheduled service interruption.

You accept that service interruption is an unavoidable event on networked computers. You accept our terms for handling service interruption vis-à-vis your Open Orders. We will not be responsible for losses you may incur as a result of any such interruption.

15. External Regulation of Goldwise

The Goldwise Service is a combination of two connected services:

- Precious Metals trading and vaulting services
- eMoney services corresponding to Funds – for funding your purchases, paying for Fees

15.1. Precious Metals

You understand and acknowledge that together with the whole of the London Bullion Market, Goldwise's regulatory status is markedly different from the financial services industry.

Given Goldwise offers a credit-free environment, and because it deals in the absolute ownership of Precious Metals acquired on the spot market 'Underlying assets', and not paper based contractual rights extending beyond the normal settlement period of the spot market 'Financial Products', it falls outside the defined scope of formal financial services regulation, as does the rest of the spot physical precious metals industry in London.

The London precious metals market – which is the biggest in the world – is instead regulated by traditional English property law, and not by the United Kingdom's Financial Conduct Authority and not by Republic of Lithuania's regulatory body, the Bank of Lithuania.

15.2. eMoney Services

You understand and acknowledge that together with electronic money institutions (EMIs) in the United Kingdom and European Union, Goldwise's regulatory status is as a Distributor of eMoney Services and, as a consequence, are able to provide safeguarding to your Funds through our eWallet Provider(s).

16. Office Locations

See Addendum B for additional details.

17. Correction of Errors

Goldwise has the legal right to unilaterally cancel any Customer initiated Orders or executed Trades or other transactions on the Goldwise Platform including but not limited to in circumstances the Goldwise Platform is not working correctly or there are inaccuracies in the advertised Buy or Sell prices. In such circumstances, Goldwise's sole obligation is to reinstate the Customer to the position they were in prior to the Error occurring.

17.1. Record Keeping Error

In the event of administrative error, we are entitled after the event to make appropriate adjustments to records of your Account in accordance with Applicable Law.

17.2. System Error

Neither Goldwise nor you have the right to profit from system failures.

18. Our Exclusions and Limitations of Liability

18.1. Except where limited by law, the following provisions set out the entire financial and legal liability of Goldwise (including any liability for the acts or omissions of its employees, agents, sub-contractors, Affiliates, and Service Providers) to you in respect of:

18.1.1. any breach by us of the Goldwise Contract Terms;

18.1.2.our performance or contemplated performance under the Goldwise Contract Terms;

18.1.3. any other matter, claim, or right of any nature whatsoever arising under or in connection with the Goldwise Contract Terms;

18.1.4. any other matter, claim, or right of any nature whatsoever arising out of your being a Customer and/or using the Services or the Goldwise Platform, including but not limited to the purchase, storage, sale, withdrawal and/or delivery of Precious Metal(s) or the processing of any transactions involving Precious Metal and/or eMoney corresponding to Funds for you by us; and/or

18.1.5. any representation, statement, or tortious act or omission, including but not limited to negligence arising under or in connection with the Goldwise Contract Terms.

18.2. All warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded here from.

18.3. Nothing in these Terms of Service excludes or limits the liability of Goldwise for any matter in which it would be illegal for Goldwise to exclude or attempt to exclude its liability.

18.4. Subject to Section 18.2. and 18.3. above and except where limited by law:

18.4.1. Goldwise's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or any other manner, arising out of, with respect to, or in connection with the items set forth in Section 18.1. above or otherwise shall be limited to the lowest value of your Precious Metal(s) deposited with or by Goldwise in the six (6) month period preceding such claim; and

18.4.2. Goldwise shall not be liable to you for any pure economic loss, fall in the value of your Precious Metal(s) or currency, loss of profit, loss of business, depletion of goodwill, or any other matter, in each case whether direct, indirect, or consequential, or any claims for consequential compensation whatsoever (howsoever caused) arising out of, with

respect to, or in connection with the items set forth in Section 18.1. above or otherwise; and

18.4.3. Goldwise shall only be liable to you to the extent any liability is covered or recovered by, and not excluded under, insurance policies in place;

18.4.4. Goldwise shall have no liability to you for losses resulting from the receipt or the sending of Funds such as fees or currency exchange; and

18.4.5. Goldwise shall have no liability to you for any losses you suffer as a consequence of you failing to adequately secure your Account and any devices through which you access your Account or if you fail to comply with our security features to protect your Account, including but not limited to securing your passwords, pass codes, biometrics and two-factor authentication.

18.4.6. The provisions of this Section 18 are considered by Goldwise and you to be reasonable in all the circumstances, having taken into account section 11 and the guidelines in schedule 2 of the Unfair Contract Terms Act 1977 and the nature of the Services and the Fees.

18.4.7. Except where limited by law, accordingly you fully and completely waive and surrender, and agree not to sue or bring legal action respecting, any matter, claim or right of any nature whatsoever that you may have against any Affiliates or Service Providers arising out of, with respect to or in connection with the items set forth in paragraph 18.1 above or otherwise.

19. Investment and Tax Advice

All information provided on or available through the Goldwise Platform or via Comms is provided for general information purposes only and does not constitute investment or tax advice. Precious Metal(s) markets can be volatile, and the value of Precious Metal(s) may go down as well as up. As such, investments in Precious Metal(s) involve a degree of risk that may make them unsuitable for certain persons. Before making any investment decision, you should seek advice from your financial, legal, tax and/or accounting advisers. You should carefully weigh the risks associated with investing in Precious Metal(s) considering your own individual financial needs and circumstances.

We are not tax advisers and any information provided on the Goldwise Platform and/or via the Goldwise Website and/or via the Goldwise App or via Comms in connection with the tax status of the Precious Metal(s) is provided for general information purposes only and should not be relied upon. Any underlying tax legislation is subject to change. You should obtain any specific advice from your tax advisers.

You are responsible for paying such local taxes and any other charges or fees required by law as are or may be applied with respect to you being a Customer or using the Services, including but not limited to those on Precious Metal purchases, storage, sales, withdrawals and deliveries. These taxes and other charges may be charged directly by us when known by us and when required by law or by the appropriate authorities.

20. Force Majeure – Events Outside Our Control

Except where limited by law, we will not be liable or responsible for any failure to perform, or delay in the performance of, any of our obligations that is caused by an Event Outside Our Control.

An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation, unscheduled closings of relevant markets, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, adverse weather conditions, epidemic, pandemic, other natural disaster, failure of public or private telecommunications networks, disruption of the banking or related communication systems, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport or the acts or omissions of suppliers, sub-contractors or Service Providers.

If an Event Outside Our Control takes place that affects the performance of our obligations:

We will contact you as soon as reasonably possible to notify you; and our obligations will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We are not liable for any loss due to an Event Outside Our Control.

21. Language

You are entitled to consider that reasonable care has been taken by us in the translation into different languages of our information and documents and that these translations fairly reflect the underlying meaning of an original document in English, reference language of Goldwise. In the event of any differences between the English version of these Terms of Service and any non-English versions, the English version shall prevail.

You can contact us in any language in which the Goldwise Platform and the Goldwise App are published.

22. Choice of Law and Class Action Waiver

The law governing these Terms of Service and the provision of the Goldwise Service to you are governed by the substantive law of the jurisdiction referenced in your applicable Addendum A.

You agree to engage in good faith negotiations to resolve any dispute arising out of or in connection with these Terms of Service. Any such negotiation may be initiated via any of the Comms. Should any such dispute not be resolved via good faith negotiations, it shall be referred by us to and finally resolved by arbitration under the jurisdiction in which you reside with the contracting entity listed in Section 1. Please see your applicable Addendum A for the complete arbitration agreement.

You agree to comply with all Applicable Laws for the jurisdiction in which you use the Services.

23. Other Important Terms

Each purchase, storage, sale, withdrawal, and delivery or other transaction and these Terms of Service are, as agreed above, between you and Goldwise only. No third party/other person shall have any rights to enforce any of these provisions against Goldwise, its Affiliates, or Service Providers.

Each of the terms of these Terms of Service operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining terms will remain in full force and effect. Headings used in the Terms of Service shall not affect the interpretation of these Terms of Service.

If we fail to insist that you perform any of your obligations under these Terms of Service, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and that you are not required to comply with those obligations. If we waive a default by you, we will do so only in writing, and we will not automatically waive any other default by you.

These Terms are written in English and are intended to be clear and understandable to the average consumer. Translations or simplified summaries may be provided to aid comprehension but do not override these Terms.

24. Risk Warning Notice

Investing in physical precious metals involves risks. You should only invest if you fully understand the risks and are able to bear the potential financial consequences. These risks include, but are not limited to:

- **Market risk** – Precious metal prices can be volatile and may go down as well as up. Past performance is not a reliable indicator of future results.
- **Liquidity risk** – Selling certain forms of metals (e.g. large bars or obscure coins) may not be immediate or could result in discounts to market value.
- **Delivery delays** – Physical delivery may be subject to availability, regulatory clearance, or transport disruption.
- **Storage risk** – Although metals are insured and stored in high-security vaults, events beyond our control (force majeure) may delay access or settlement.
- **Counterparty risk** – While Goldwise uses reputable vault and liquidity partners, the insolvency of third-party providers could impact access to assets or services.
- **Regulatory risk** – Tax treatment, import/export rules, or precious metal classifications may change with new legislation or government policy.
- **Currency risk** – If you hold metal priced in a different currency than your local one (e.g. buying in GBP while living in the EU), FX rate changes can affect your investment value.
- **No FSCS protection** – eMoney is not protected by the Financial Services Compensation Scheme. However, it is safeguarded under the Electronic Money Regulations (UK and EU).

Please assess your personal financial circumstances and consider seeking independent financial advice before investing.

24.1. Risks Which Are Not Goldwise's Responsibility

24.1.1. Precious Metal price movements – The value of your stored Precious Metal may decrease. This risk is not a Goldwise responsibility and is a risk you accept and undertake.

24.1.2. Monet politics – Governments and other agencies seeking currency stability, or for other reasons, may seek to constrain or tax the ownership of Precious Metal(s) to the disadvantage of its owners. The actuality or fear of government action may affect the value of stored Precious Metal(s). The associated risks are not Goldwise's responsibility and are risks you accept and undertake.

24.1.3. Regulatory changes – Laws, regulations, or tax treatments applicable to the buying, selling, or holding of Precious Metal(s), or to the operation of the Goldwise Platform, may change. This could include, without limitation, restrictions on import/export, taxation, or reporting obligations. These risks are not Goldwise's responsibility and are risks you accept and undertake.

24.1.4. Material Disruptions – Financial institutions may collapse, face liquidity crunches, or other material disruptions (each a "Material Disruption"), and they may enter insolvency, receivership, or other similar proceedings. Should a Material Disruption occur to a financial institution that provides services to Goldwise or you, your ability to recover some or all of your Funds may be compromised. The associated risks are not Goldwise's responsibility and are risks you accept and undertake.

24.1.5. Identity theft – Identity theft is the fraudulent acquisition of another's personal information. Goldwise seeks to minimise the risk of identity theft. However, you acknowledge and agree that Goldwise is not liable for any suspected or actual identity theft. These risks are not Goldwise's responsibility and are risks you accept and undertake. Please contact Goldwise immediately if you know or suspect that your personal information has been wrongfully accessed or stolen.

24.1.6. Currency risk – Where your holdings, Orders, or Precious Metal(s) are priced in a currency other than your local currency, fluctuations in exchange rates may affect the value of your holdings or proceeds. These risks are not Goldwise's responsibility and are risks you accept and undertake.

24.1.7. Liquidity risk – Precious Metal(s) markets have at times, and may in the future, suffer from risks associated with market illiquidity, which may in turn impact Precious Metal prices and your ability to purchase or sell Precious Metal(s). These risks are not Goldwise's responsibility and are risks you accept and undertake.

24.1.8. System availability – Some parts or all of the Goldwise Platform may become inaccessible for certain periods of time, which could prevent you from executing a transaction you would otherwise have made. The associated risks are not Goldwise's responsibility and are risks you accept and undertake. See Section 14 for additional information.

24.1.9. Force Majeure – The risks described under Force Majeure (section 20.) are not Goldwise's responsibility and are risks you accept and undertake.

24.1.10. Insurance exclusions – All insurance is subject to exclusions and conditions, including any insurance pursuant to which Goldwise or its Affiliates and its Service Providers operate.

25. Complaints and Dispute Resolution

If you are dissatisfied with any aspect of the Services, you may file a complaint by contacting us at complaints@goldwise.com. We aim to respond within 15 Business Days.

ADDENDUM A.1 TO GOLDWISE TERMS OF SERVICE
FOR CUSTOMERS CONTRACTING WITH GOLDWISE HOLDINGS LIMITED

Last Updated: 01 June 2025

PLEASE READ THIS END USER LICENCE AGREEMENT CAREFULLY

This addendum to the Goldwise Terms of Service ("Addendum") applies to you if you are contracting with Goldwise Holdings Limited. To the extent the Terms of Service conflict with this Addendum, this Addendum controls. All defined terms have the meaning provided to them in the Terms of Service unless modified by this Addendum. Please refer to the Terms of Service to confirm the Goldwise entity which you are contracting with.

Goldwise Entity

The Terms of Service, including this Addendum, is a contract between you and Goldwise Holdings Limited. All references to Goldwise in this Addendum and in the Terms of Service refer to Goldwise Holdings Limited, unless otherwise specified.

Governing Law

The Terms of Service, this Addendum, and all Claims (as defined below) related to them are governed by and construed in accordance with the laws of England & Wales.

Relationship Between the Parties

Goldwise Holdings Limited acts at all times as principal; it is never your agent except when instructing the Vaulting Operator because the Precious Metal(s) belong to you not Goldwise Holdings Limited at that point.

Arbitration

This section (this "Arbitration Section") sets forth the circumstances and procedures under which Claims (as defined below) shall be arbitrated, upon the election of either party, instead of litigated in court.

A. Definitions: As used in this Addendum, the term "Claim" means any claim, dispute or controversy between you and Goldwise and any of its Affiliates, agents or assigns, arising from or relating to the Services (as defined in the Terms of Service) as well as any related or prior agreement that you may have had with us or the relationships resulting from these Terms of Service, including the validity, enforceability or scope of this Arbitration Section or the Terms of Service. "Claims" include claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims, and third-party claims and claims based upon contract, tort, fraud, and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your purchase, storing, or sale of Precious Metals; (ii) your request that Precious Metals be moved from a Vault to another location; (iii) advertisements, promotions or oral or written statements related to the Services; or (iv) anything else referenced in the Terms of

Service on the Goldwise Platform. As used in this Arbitration Section, the terms “we” and “us” shall for all purposes mean Goldwise and its Affiliates, licensees, Service Providers, predecessors, successors, and assigns, and all of its agents, employees, directors, officers and representatives. In addition, “we” or “us” shall include any third party using or providing any product, service, or benefit in connection with the Services (including, but not limited to Vault Operators) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Section, the terms “you” or “yours” shall mean all persons or entities approved by us to have and/or use the Services, including but not limited to all persons or entities contractually obligated under any of the Terms of Service, and the term "party" used in this Arbitration Section shall either mean you or us (or both), as the context requires.

B. Initiation of Arbitration Proceeding/Arbitration Procedures: Any Claim (including any dispute regarding the existence, validity or termination, or any non-contractual obligation arising out or in connection with the Terms of Service or this Addendum shall be referred, upon the election by you or us, to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce, which rules are deemed to be incorporated by reference into this paragraph B. The tribunal shall consist of three arbitrators. The claimant(s) and the respondent(s) shall nominate an arbitrator respectively. The third arbitrator, who shall be the president of the tribunal, shall be nominated by the two party-nominated arbitrators within thirty (30) days of the last of their appointments. Any award of the tribunal shall be binding from the day it is made, and the parties waive any right to refer any question of law and any right of appeal on the law and/or merits to any court.

C. Restrictions on Arbitration: *If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated only on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other customers, or other persons similarly situated.* The arbitrators' authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator’s authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

D. Location of Arbitration/Language: The seat of the arbitration shall be in London, United Kingdom, and the language of the arbitration shall be English.

E. Continuation; Severability: This Arbitration Section shall survive termination of your Account. If any portion of this Arbitration Section is deemed invalid or unenforceable under any principle or provision of law or equity, it shall not invalidate the remaining portions of this Arbitration Section, or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

F. Confidentiality: The parties agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable.

G. Significance of Arbitration: if arbitration is chosen by any party with respect to a claim, neither you nor we will have the right to litigate that claim in any court or have a jury trial on that claim, or to engage in discovery or disclosure in connection with any court proceedings. Further, you will not have the right to participate in a representative capacity or as a member of any class of claimants pertaining to any claim subject to arbitration. The arbitrators shall not conduct a class arbitration or a joint arbitration, except as set forth in this arbitration section. Note that other rights available to you in court may not be available in

arbitration. Except as provided in this arbitration section, the arbitrator's decision will be final and binding.

ADDENDUM A.2 TO GOLDWISE TERMS OF SERVICE FOR CUSTOMERS CONTRACTING WITH GOLDWISE EUROPE UAB

Last Updated: 01 June 2025

PLEASE READ THIS END USER LICENCE AGREEMENT CAREFULLY

This addendum to the Goldwise Terms of Service (this "Addendum") applies to you if you are contracting with Goldwise Europe UAB. To the extent the Terms of Service conflict with this Addendum, this Addendum controls. All defined terms have the meaning provided to them in the Terms of Service unless modified by this Addendum. Please refer to the Terms of Service to confirm the Goldwise entity which you are contracting with.

Goldwise Entity

The Terms of Service, including this Addendum, is a contract between you and Goldwise Europe UAB. All references to Goldwise in this Addendum and in the Terms of Service refer to Goldwise Europe UAB, unless otherwise specified.

In the event there is any inconsistency or conflict between the English version of the Terms of Service or this Addendum and any translated version of the Terms of Service or this Addendum (as applicable), the English version of such document shall prevail.

Governing Law

The Terms of Service, this Addendum, and all Claims (as defined below) related to them are governed by and construed in accordance with the laws of England & Wales.

Relationship Between the Parties

Goldwise Europe UAB acts at all times as principal; it is never your agent except when instructing the Vaulting Operator because the Precious Metals belong to you not Goldwise Europe UAB at that point.

Arbitration

This section (this "Arbitration Section") sets forth the circumstances and procedures under which Claims (as defined below) shall be arbitrated, upon the election of either party, instead of litigated in court.

A. **Definitions**: As used in this Addendum, the term "Claim" means any claim, dispute or controversy between you and Goldwise and any of its Affiliates, agents or assigns, arising from or relating to the Services (as defined in the Terms of Service) as well as any related or prior agreement that you may have had with us or the relationships resulting from these Terms of Service, including the validity, enforceability or scope of this Arbitration Section or the Terms of Service. "Claims" include claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims, and third-

party claims and claims based upon contract, tort, fraud, and other intentional torts, statutes, regulations, common law and equity. The term “Claim” is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your purchase, storing, or sale of Precious Metals; (ii) your request that Precious Metals be moved from a Vault to another location; (iii) advertisements, promotions or oral or written statements related to the Services; or (iv) anything else referenced in the Terms of Service on the Goldwise Platform and/or Goldwise App. As used in this Arbitration Section, the terms “we” and “us” shall for all purposes mean Goldwise and its Affiliates, licensees, Service Providers, predecessors, successors, and assigns, and all of its agents, employees, directors, officers and representatives. In addition, “we” or “us” shall include any third party using or providing any product, service, or benefit in connection with the Services (including, but not limited to Vault Operators) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Section, the terms “you” or “yours” shall mean all persons or entities approved by us to have and/or use the Services, including but not limited to all persons or entities contractually obligated under any of the Terms of Service, and the term "party" used in this Arbitration Section shall either mean you or us (or both), as the context requires.

B. Initiation of Arbitration Proceeding/Arbitration Procedures: Any Claim (including any dispute regarding the existence, validity or termination, or any non-contractual obligation arising out or in connection with the Terms of Service or this Addendum shall be referred, upon the election by you or us, to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce, which rules are deemed to be incorporated by reference into this paragraph B. The tribunal shall consist of three arbitrators. The claimant(s) and the respondent(s) shall nominate an arbitrator respectively. The third arbitrator, who shall be the president of the tribunal, shall be nominated by the two party-nominated arbitrators within thirty (30) days of the last of their appointments. Any award of the tribunal shall be binding from the day it is made, and the parties waive any right to refer any question of law and any right of appeal on the law and/or merits to any court.

C. Restrictions on Arbitration: *If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated only on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other customers, or other persons similarly situated.* The arbitrators' authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator’s authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

D. Location of Arbitration/Language: The seat of the arbitration shall be in London, United Kingdom, and the language of the arbitration shall be English.

E. Continuation; Severability: This Arbitration Section shall survive termination of your Account. If any portion of this Arbitration Section is deemed invalid or unenforceable under any principle or provision of law or equity, it shall not invalidate the remaining portions of this Arbitration Section, or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

F. Confidentiality: The parties agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable.

G. Significance of Arbitration: if arbitration is chosen by any party with respect to a claim, neither you nor we will have the right to litigate that claim in any court or have a jury trial on that claim, or to engage in discovery or disclosure in connection with any court proceedings. Further, you will not have the right to participate in a representative capacity or as a member of any class of claimants pertaining to any claim subject to arbitration. The arbitrators shall not conduct a class arbitration or a joint arbitration, except as set forth in this arbitration section. Note that other rights available to you in court may not be available in arbitration. Except as provided in this arbitration section, the arbitrator's decision will be final and binding.

ADDENDUM B TO GOLDWISE TERMS OF SERVICE
LEGAL ENTITIES AND REGISTERED OFFICE DETAILS

Last Updated: 01 June 2025

PLEASE READ THIS END USER LICENCE AGREEMENT CAREFULLY

Entity	Address	Corporate Registration Details
Goldwise Holdings Limited	Tramshed Tech, Pendyris Street, Cardiff, CF11 6BH, United Kingdom	Date of incorporation: February 24, 2021 Company number: 13223773 Accountants/Auditors: Bevan Buckland LLP
Goldwise Europe UAB	Didžioji g. 18, LT-01128 Vilnius, Republic of Lithuania	Company no.: 306112468 Date of incorporation: July 8, 2022 Company number: 306112468 Accountants/Auditors: AFS Accountants & Financial Services

ADDENDUM C TO GOLDWISE TERMS OF SERVICE THE END USER LICENCE AGREEMENT 'EULA' FOR OUR GOLDWISE APP

Last Updated: 01 June 2025

PLEASE READ THIS END USER LICENCE AGREEMENT CAREFULLY

BY ACCESSING THE GOLDWISE PLATFORM, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE OUR GOLDWISE PLATFORM.

Who we are and what this End User Licence Agreement does

EITHER

IF YOU RESIDE IN OR ARE FORMED IN THE UNITED KINGDOM, YOU WILL BE CONTRACTING WITH GOLDWISE HOLDINGS LIMITED, AS FOLLOWS:

(A) We, Goldwise Holdings Limited, a company limited by shares registered in England and Wales under company number 13223773 whose registered office is at Tramshed Tech, Pendyris Street, Cardiff, CF11 6BH, United Kingdom (**Goldwise, we, us** and **our**) license you to use:

the mobile application software, the data supplied with the software, and any updates or supplements to it (**App**).

any related online documentation (**Documentation**).

the service you connect to via the App or the Website and the content we provide to you through either of them (**Service**).

as permitted in this End User Licence Agreement.

(B) **ADDENDUM A1.** TO THE GOLDWISE TERMS OF SERVICE APPLIES TO CUSTOMERS IN THE UNITED KINGDOM WHO ARE CONTRACTING WITH GOLDWISE HOLDINGS LIMITED AS IF REPEATED IN THIS EULA MUTATIS MUTANDIS

OR

IF YOU ARE RESIDE IN OR ARE FORMED IN THE EUROPEAN UNION OR EUROPEAN ECONOMIC AREA, YOU WILL BE CONTRACTING WITH GOLDWISE EUROPE UAB AS FOLLOWS: -

(A) We, Goldwise Europe UAB, a company registered in Lithuania under company number 306112468 whose principal place of business is at Didžioji g. 18, LT-01128 Vilnius, Republic of Lithuania (**Goldwise, we, us** and **our**) license you to use:

the mobile application software, the data supplied with the software, and any updates or supplements to it (**App**).

any related online documentation (**Documentation**).

the service you connect to via the App or the Website and the content we provide to you through them (**Service**).

as permitted in this End User Licence Agreement.

(B) **ADDENDUM A2.** TO THE GOLDWISE TERMS OF SERVICE APPLIES TO CUSTOMERS IN THE EU WHO ARE CONTRACTING WITH GOLDWISE EUROPE UAB AS IF REPEATED IN THIS EULA MUTATIS MUTANDIS

AND

(C) THE REMAINING PROVISIONS OF THIS END USER LICENCE AGREEMENT APPLY BETWEEN YOU AND US

In this End User Licence Agreement ("**End User Licence Agreement**" or "**EULA**" or "**Terms**"), capitalised terms have the meaning given to them in the Goldwise Terms of Service or otherwise the meaning given to them above or below in this EULA.

References to "**Goldwise**", "**we**", "**our**", or "**us**" mean the contracting entity listed for your country above, which is the legal person with whom you contract pursuant to this EULA.

References to "**you**" or "**your**" mean you, in your capacity as a Registered User and/or a Customer (as the context shall require).

To the extent this End User Licence Agreement conflicts with the entity-specific Addendum to the Goldwise Terms of Service, the Website Terms of Use, this End User Licence Agreement or the Goldwise Privacy Policy, the following order of precedence shall apply:- (a) firstly, the entity-specific Addendum to the Goldwise Terms of Service, (b) secondly, the Goldwise Terms of Service, (c) thirdly, the Website Terms of Use, (d) fourthly, this End User Licence Agreement, (d) finally, the Goldwise Privacy Policy.

All defined terms have the meaning provided to them in the Goldwise Terms of Service unless modified by this Addendum. Please refer to Addendum A to the Goldwise Terms of Service to confirm the Goldwise entity which you are contracting with.

References to this End User Licence Agreement to "**Goldwise Contract Terms**" means this End User Licence Agreement, the entity-specific Addendum to the Goldwise Terms of Service, the Goldwise Terms of Service, the Website Terms of Use and the Goldwise Privacy Policy, all of which apply to your contract with us and which form the entire agreement between you and us.

Each party acknowledges that in entering into the Goldwise Contract Terms it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Goldwise Contract Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Goldwise Contract Terms.

YOUR PRIVACY

Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your

personal data and how to exercise them. This information is provided in Goldwise's Privacy Policy and it is important that you read that information.

TERMS FOR APPSTORES MAY ALSO APPLY

The ways in which you can use Goldwise Platform and Documentation may also be controlled by the appstore from which your download the App ("**AppStore**")'s rules and policies will apply instead of this End User Licence Agreement where there are differences between the two. The operating system requirements for use of Goldwise's App are also set out on the relevant AppStore.

Support for Goldwise Platform and how to tell us about problems

Support

If you want to learn more about the Goldwise Platform or have any problems using it, please take a look at our support resources at https://www.goldwise.com/support

Contacting us (including with complaints)

If you think the Goldwise Platform is faulty or misdescribed or wish to contact us for any other reason, please email our customer service team at support@goldwise.com or call us on +44 (29) 2105 5383.

How we will communicate with you

If we have to contact you, you accept that we may send information to you by Comms. It is your responsibility to ensure you have up-to-date and in-service means to receive communications made via these Comms. We are entitled to rely on the assumption that a communication was received in the absence of clear evidence to the contrary. To the extent permitted by law, we are not responsible for losses you incur as a result of any such Comms not being delivered due to circumstances beyond our control.

How you may use the Goldwise platform, including how many devices you may use

In return for your agreeing to comply with this End User Licence Agreement you may:

- download or stream a copy of the App onto your chosen devices and view, use and display the Goldwise Platform and the Service on such devices for your personal purposes only. .
- for corporate customers, use and display the App and the Service on such corporate devices for use by those of your employees, sub-contractors or workers who are authorised to use the App and the Service on your behalf ("**End Users**") and permit your End Users to and view, use and display the Goldwise Platform and the Service on such devices for business purposes.
- use any Documentation to support your permitted use of the Goldwise Platform and the Service.
- provided you comply with the Goldwise Contract Terms, make up to 2 copies of the App and the Documentation for back-up purposes; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

YOU MUST BE 18 TO ACCEPT THIS END USER LICENCE AGREEMENT AND USE THE GOLDWISE PLATFORM

YOU MAY NOT TRANSFER THE GOLDWISE PLATFORM TO SOMEONE ELSE

We are giving you personally the right to use the Goldwise Platform and the Service as set out above. Whilst you may have sharing rights as set out above, you may not otherwise transfer the Goldwise Platform or the Service to someone else, whether for money, for anything else or for free.

If you sell any device on which the App is installed, you must remove the App from it.

You are responsible for the security of your devices and must adequately secure them at all times and use our security features to protect your Account, including but not limited to passwords, pin codes, biometrics and two-factor authentication.

Changes to this End User Licence Agreement

We may need to change this End User Licence Agreement to reflect changes in law or best practice or to deal with additional features which we introduce.

We will post any changes to this EULA on the Goldwise Platform from time to time and it is your responsibility to regularly review it.

If you do not accept the notified changes you will have to stop using the Goldwise Services and must close down your Account in accordance with our Goldwise Terms of Service.

Update to the Goldwise Platform and changes to the Service

From time to time we may automatically update the Goldwise Platform and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

The App will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you bought it.

If someone else owns the phone or device you are using

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. Our Customer will be responsible for complying with this End User Licence Agreement, whether or not our Customer owns the phone or other device and our Customer is responsible for the acts and omissions of its End Users.

We are not responsible for other websites you link to

The Goldwise Platform or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

Licence restrictions

You agree that you will:

except in the course of permitted sharing as outlined above, not rent, lease, sub-license, loan, provide, or otherwise make available, the Goldwise Platform or the Services in any form, in whole or in part to any person without prior written consent from us;

not copy the Goldwise Platform, Documentation or Services, except as part of the normal use of the Goldwise Platform or where it is necessary for the purpose of back-up or operational security;

not translate, merge, adapt, vary, alter or modify, the whole or any part of the Goldwise Platform, Documentation or Services nor permit the Goldwise Platform or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Goldwise Platform and the Services on devices as permitted in this End User Licence Agreement;

not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Goldwise Platform nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Goldwise Platform to obtain the information necessary to create an independent program that can be operated with the Goldwise Platform or with another program ("**Permitted Objective**"), and provided that the information obtained by you during such activities:

is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and

is not used to create any software that is substantially similar in its expression to the Goldwise Platform;

is kept secure; and

is used only for the Permitted Objective;

comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Goldwise Platform or any Service.

Acceptable use restrictions

You must:

not use the Goldwise Platform or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this End User Licence Agreement, or act fraudulently or maliciously, for

example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Goldwise Platform, any Service or any operating system;

not infringe our intellectual property rights or those of any third party in relation to your use of the Goldwise Platform or any Service (to the extent that such use is not licensed by this End User Licence Agreement);

not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Goldwise Platform or any Service;

not use the Goldwise Platform or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

Intellectual property rights

All intellectual property rights in the Goldwise Platform, the Documentation and the Services throughout the world belong to us (or our licensors) and the rights in the Goldwise Platform and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the Goldwise Platform, the Documentation or the Services other than the right to use them in accordance with this End User Licence Agreement.

Limitations to the Goldwise Platform and the Services. The Goldwise Platform and the Services are provided for general information, investing and trading purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the Goldwise Platform or the Service. Although we make reasonable efforts to update the information provided by the Goldwise Platform and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Check that the Goldwise Platform and the Services are suitable for you. The Goldwise Platform and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the Goldwise Platform and the Services (as described on the Appstore site and in the Documentation) meet your requirements.

We are not responsible for events outside our control. If our provision of the Services or support for the Goldwise Platform or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and Section 20 of the Goldwise Terms of Service will apply.

We may end your rights to use the Goldwise Platform and the Services if you break this End User Licence Agreement

We may end your rights to use the Goldwise Platform and Services at any time by contacting you if you fail to satisfy our AML/CTF requirements or if you have broken this End User Licence Agreement in a serious way.

If we end your rights to use the Goldwise Platform and Services:

You must stop all activities authorised by this End User Licence Agreement, including your use of the Goldwise Platform and any Services and section 9 of the Goldwise Terms of Service shall be implemented to close down your Account.

You must delete or remove the Goldwise Platform from all devices in your possession and immediately destroy all copies of the Goldwise Platform which you have and confirm to us that you have done this.

We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

We may transfer this End User Licence Agreement to someone else

We may transfer our rights and obligations under this End User Licence Agreement to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else

You are not permitted to transfer your rights or your obligations under this End User Licence Agreement to another person unless we agree in writing.

No rights for third parties

This End User Licence Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this End User Licence Agreement.

If a court finds part of this End User Licence Agreement illegal, the rest will continue in force

Each of the paragraphs of this End User Licence Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this End User Licence Agreement, we can still enforce it later

Even if we delay in enforcing this End User Licence Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under this End User Licence Agreement, or if we delay in taking steps against you in respect of your breaking this End User Licence Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Which country's laws apply to any disputes?

The law governing this End User Licence Agreement are governed by the substantive law of the jurisdiction referenced in your applicable Addendum A which is appended to the Goldwise Terms of

Service. Unless required by applicable law, you may not initiate or otherwise participate in **class action lawsuits, class-wide arbitrations, private regulatory actions, and any other proceeding where you or someone seeking to proceed on your behalf acts in a representative capacity.**

You agree to engage in good faith negotiations to resolve any dispute arising out of or in connection with this End User Licence Agreement. Any such negotiation may be initiated via any of the Comms (as defined in the Goldwise Terms of Service). Should any such dispute not be resolved via good faith negotiations, it shall be referred by us to and finally resolved by arbitration under the jurisdiction in which you reside with the contracting entity listed in Section 1 of the Goldwise Terms of Service. Please see your applicable Addendum A which is appended to the Goldwise Terms of Service for the complete arbitration agreement.

You agree to comply with all applicable laws for the jurisdiction in which you use the Services (as defined in the Goldwise Terms of Service).

ADDENDUM D TO GOLDWISE TERMS OF SERVICE
WEBSITE TERMS OF USE

Last Updated: 01 June 2025

PLEASE READ THESE WEBSITE TERMS OF USE CAREFULLY BEFORE USING THE GOLDWISE WEBSITE

What's in these Terms of Use?

These Terms of Use that apply when you interact with us at goldwise.com ("Site").

Who we are and how to contact us

We operate through several companies. You are contracting with the Goldwise entity that corresponds with your status below.

EITHER

1. IF YOU RESIDE IN OR ARE FORMED IN THE UNITED KINGDOM, YOU WILL BE CONTRACTING WITH GOLDWISE HOLDINGS LIMITED;

Our Site is a website operated by Goldwise Holdings Limited ("Goldwise", "we", "us" and "our"). We are registered in England and Wales under company number 13223773 whose registered office is at Tramshed Tech, Pendyris Street, Cardiff, CF11 6BH, United Kingdom. This is also our main trading address. Our VAT number is GB 399 3546 36.

We are a limited company.

To contact us, please email support@goldwise.com or telephone our customer service line on +44 (29) 2105 5383.

OR

2. IF YOU RESIDE IN OR ARE FORMED IN THE EUROPEAN UNION OR EUROPEAN ECONOMIC AREA, YOU WILL BE CONTRACTING WITH GOLDWISE EUROPE UAB.

Our Site is a website operated by Goldwise Europe UAB ("Goldwise", "we", "us" and "our"). We are a company registered in Lithuania under company number 306112468 whose principal place of business is at Didžioji g. 18, LT-01128 Vilnius, Republic of Lithuania. This is also our main trading address.

We are a limited company.

To contact us, please email support@goldwise.com or telephone our customer service line on +44 (29) 2105 5383.

AND

3. THE REMAINING PROVISIONS OF THESE TERMS OF USE APPLY BETWEEN YOU AND US

In these Terms of Use (“Terms of Use” or "Terms"), capitalised terms have the meaning given to them above or below.

References to “Goldwise”, “we”, “our”, or “us” mean the contracting entity listed for your country above, which is the legal person with whom you contract pursuant to these Terms of Use.

References to “you” or “your” mean you, in your capacity as a Registered User and/or a Customer (as the context shall require).

References to these Terms of Use to “Goldwise Contract Terms” means together these Terms of Use, the entity-specific Addendum to the Goldwise Terms of Service, the Goldwise Terms of Service, the End User Licence Agreement and the Privacy Policy, all of which apply to your contract with us and which form the entire agreement between you and us.

Each party acknowledges that in entering into the Goldwise Contract Terms it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Goldwise Contract Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Goldwise Contract Terms.

HOW WE WILL CONTACT YOU

How we will communicate with you. If we have to contact you, you accept that we may send information to you by Comms. It is your responsibility to ensure you have up-to-date and in-service means to receive communications made via these Comms. We are entitled to rely on the assumption that a communication was received in the absence of clear evidence to the contrary. To the extent permitted by law, we are not responsible for losses you incur as a result of any such Comms not being delivered due to circumstances beyond our control.

By using our Site you accept these Terms of Use

By using our Site, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you must not use our Site. We recommend that you save a copy of these Terms of Use for future reference.

There are other terms that apply to you

The following documents also apply to your use of our Goldwise Platform:

- Goldwise Terms of Service, including your entity-specific Addendum A which is attached to the Goldwise Terms of Service;
- End User Licence Agreement for our Goldwise mobile application (“App”) if you use our App; and
- Our Goldwise Privacy Policy.

To the extent these Terms of Use conflict with the entity-specific Addendum to the Goldwise Terms of Service, the Goldwise Terms of Service, the End User Licence Agreement or the Goldwise Privacy Policy, the following order of precedence shall apply:- (a) firstly, the entity-specific Addendum to the Goldwise Terms of Service, (b) secondly, the Goldwise Terms of Service, (c) thirdly, these Terms of use, (d) fourthly, the End User Licence Agreement, (d) finally, the Goldwise Privacy Policy.

All defined terms have the meaning provided to them in the Goldwise Terms of Service unless modified by this Addendum. Please refer to the Goldwise Terms of Service to confirm the Goldwise entity which you are contracting with.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 01 June 2025.

Prohibited uses

You may not use our Site or our App:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our Site.
- Not to access without authority, interfere with, damage or disrupt:
- any part of our Site;
- any equipment or network on which our Site is stored;
- any software used in the provision of our Site; or
- any equipment or network or software owned or used by any third party.

Breach of these Terms of Use

When we consider that a breach of these Terms of Use has occurred, we may take such action as we deem appropriate.

Failure to comply with these Terms of Use constitutes a material breach of the Goldwise Terms of Service upon which you are permitted to use our Site and the EULA upon which you are permitted to use our App, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use your Account, the Service and the Goldwise Platform.
- Suspension and/or termination of your Account which provides access to our Site.
- Suspension and/or termination of the End User Licence Agreement.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- Our liability to you is limited as set out in Section 18 of the Goldwise Terms of Service.

How this contract can be transferred

We can transfer our rights and obligations under these Terms of Use to any third party, provided this does not adversely affect your rights under these Terms of Use.

Which country's laws apply to any disputes?

The law governing these Terms of Use are governed by the substantive law of the jurisdiction referenced in your applicable Addendum A which is appended to the Goldwise Terms of Service. Unless required by applicable law, you may not initiate or otherwise participate in class action lawsuits, class-wide arbitrations, private regulatory actions, and any other proceeding where you or someone seeking to proceed on your behalf acts in a representative capacity.

You agree to engage in good faith negotiations to resolve any dispute arising out of or in connection with these Terms of Use. Any such negotiation may be initiated via any of the Contact Means (as defined in the Goldwise Terms of Service). Should any such dispute not be resolved via good faith negotiations, it shall be referred by us to and finally resolved by arbitration under the jurisdiction in which you reside with the contracting entity listed in Section 1 of the Goldwise Terms of Service. Please see your applicable Addendum A which is appended to the Goldwise Terms of Service for the complete arbitration agreement.

You agree to comply with all applicable laws for the jurisdiction in which you use the Services (as defined in the Goldwise Terms of Service).

ADDENDUM E TO GOLDWISE TERMS OF SERVICE
EMONEY & CARD SERVICES AND WALLET DISCLOSURE

Last Updated: 01 June 2025

EMONEY & CARD SERVICES AND WALLET DISCLOSURE

Goldwise does not itself issue eMoney or operate payment accounts. All wallet and electronic money services offered via the Goldwise Platform are provided by our eMoney partner PayrNet Ltd, a company incorporated in England and Wales (Company No. 09883437), authorised and regulated by the Financial Conduct Authority (FCA) under Firm Reference Number 900594.

Goldwise acts as a registered distributor of PayrNet Ltd and is listed on the FCA Register. When you open and use an Account Wallet on the Goldwise Platform, you are contracting with PayrNet Ltd.

Your eMoney is safeguarded in accordance with applicable law, meaning it is held in segregated accounts by PayrNet Ltd and is protected in the event of its insolvency. However, eMoney is not a bank deposit and is not protected by the UK Financial Services Compensation Scheme (FSCS).

By using the Goldwise Platform, you agree to the terms and practices of PayrNet Ltd and understand that Goldwise is not liable for the performance or insolvency of the eMoney institution.

1. Your agreement with us

1.1. What this agreement covers

These are the terms and conditions for your account with us (the "Account"), the use of any card connected with the Account (the "Card") (if this is available to you) and any other services we provide as part of our services ("Services"). They form a binding legal agreement between you, as the account holder, and us. You indicate your acceptance of these terms by the use of our Services.

2. Information about us

2.1. Who we are and how we are regulated

We are PayrNet Limited, a company registered in England and Wales with company number is 09883437, with its registered office at 3rd Floor, Vintners' Place, 68 Upper Thames Street, London EC4V 3BJ. We are authorised by the Financial Conduct Authority in relation to the issuing of electronic money and the provision of payment services (firm reference number 900594) and can be contacted at our registered address.

2.2. Who we work with when providing you with the Services

We work with your service provider (the "Distributor") who we have appointed as an agent or distributor of our services. This means they are authorised to distribute or redeem electronic

money on our behalf. However, any payment service related to redemption of electronic money from your Account will be provided by us, and not by the Distributor.

2.3. Means of accessing the Services

The Distributor is responsible for the interface, being their mobile app or website, which you use to access our Services (the "Distributor Interface").

2.4. Point of Contact

The Distributor will be your first point of contact in relation to these terms. Please contact the Distributor via the support channels available on their Distributor Interface if you:

2.4.1. wish to close your Account, cancel a Card or complain about the Services;
2.4.2. need to let us know that the Card has been lost, stolen or misappropriated; or
2.4.3. report unauthorised transactions relating to your Account or Card.

2.5. How we may contact you

If we have to contact, you we will do so by e-mail or by post to the personal details you provided to us or the Distributor. Please make sure to keep your details up to date via the Distributor's support channels.

2.6. Other services

Not all the services which may be made available to you in connection with the Account are provided by us. We or your Distributor may partner with third parties to provide you access to other financial services and notify you as such at the time. You may have to agree to the terms and conditions of these third parties before you can use them.

We do not offer advice on any matter including (without limit) the merits or otherwise of any foreign currency transactions, on taxation, or markets.

3. Establishing your identity

3.1. You may only use our Services if:

3.1.1. you are over the age of 18 and have legal capacity to comply with your obligations under these terms, and

3.1.2. you use our Services only for yourself and not on behalf of any other person.

3.2. Before you can use our Services, and from time to time, you will need to provide information and documentation we or the Distributor requests to verify your identity and run due diligence checks which we deem appropriate to ensure we comply with our legal and regulatory obligations.

3.3. If satisfactory evidence is not promptly provided, we cannot accept your instructions, will not be able to process transactions for you, and may suspend or terminate your use of the Services.

3.4. The personal information we have collected from you may be shared with third parties who will use it to prevent fraud and money-laundering or to verify your identity. When you apply for an Account, we check your record with fraud prevention agencies such as CIFAS, and we may share information about you with them. If fraud is detected, you could be refused certain services, finance, or employment.

3.5. We will treat all information provided in accordance with our data protection obligations. Further details of how your information will be used by us, and any third parties who we use for fraud prevention, can be found in our privacy policy at https://www.railsr.com/privacy-policy. For more information about how CIFAS use your data, see CIFAS fair processing notice (https://www.cifas.org.uk/fpn).

4. Your Account with us

4.1. Access to Account

You can manage and access details of your Account (and any associated Services) via the Distributor's Interface.

4.2. Issue of e-money

When we receive a payment for your Account, or you add money to it, we will issue you the equivalent value of electronic money ("**e-money**") in your Account. As the account holder, you will be the only person with legal rights to redemption of the balance of your Account.

4.3. Adding funds

You may add money to your Account by the methods made available to you by the Distributor's Interface. We do not accept cash or cheques.

4.3.1. Your Account will not be credited if:

4.3.1.1. any limit applied to the Account has been reached;
4.3.1.2. the Account has been suspended or closed;
4.3.1.3. we have received incorrect details for your Account from the sender of the money; or
4.3.1.4. we reasonably suspect the transfer of money is prohibited under these terms.

4.3.2. If an unauthorised or incorrect transfer is paid into your Account and the payer or the payer's bank requests a reversal of funds, the crediting of funds to your Account may be reversed. If this occurs, we may promptly return the money to the payer's bank and deduct the balance on your Account for the transfer.

4.4. Interest

As your Account is an e-money account, we are not permitted to pay interest on the Account.

4.5. **Account Statements**

On the Distributor's Interface:

4.5.1. you can view the available balance in your Account and view the details of any payments; and

4.5.2. access account statement information for each Account (and you consent to receive statements this way).

4.6. **You must keep the credentials to obtain access to or use the Account safe and not disclose them to anyone.**

5. Keeping your money safe

5.1. As your Account is an e-money account, it is not covered by the Financial Services Compensation Scheme. Instead, we are responsible for safeguarding the relevant funds we receive from you or on your behalf. This means that client funds are kept separate from our own funds and placed in a secure account with an authorised bank or covered through an insurance policy or similar guarantee.

5.2. To use the Services, you will create login details for the Distributor's Interface, which you should not disclose to anyone else and must keep them safe, secure and confidential, along with any device you use to access the Services.

5.3. You must contact the Distributor as soon as possible if you have reason to believe that:

5.3.1. your Card is lost or stolen; or

5.3.2. there may be unauthorised access to your security credentials, your Account or your Card.

6. Use of your Card (if available to you)

6.1. The Card shall remain our property and will be delivered by us, or on our behalf, by the Distributor.

6.2. You may be issued with:

6.2.1. a physical Card, which will have the details of the primary account number (PAN), the expiry date and the CVV2 code printed on it; or

6.2.2. a virtual Card, in which case you will not receive a physical Card but will receive details of the PAN, the expiry date and the CVV2 code of the card).

6.3. **To start using the Card**

you may be required to activate it in accordance with the instructions given to you by the Distributor. You must keep your physical Card and the details of the virtual Card (as applicable) in a safe place and protect it against unauthorised access or use by third parties.

6.4. **Security Credentials**

If you are issued with a physical Card, you may receive a personal identification number ("**PIN**") by the Distributor for security purposes. You must not keep details of your security credentials (such as the PIN) with the Card. You must never disclose to, or permit the use of, your PIN or other security credentials associated with our Services by any other person, not even us. If you have not protected your PIN or other security credentials, and your Card or Account are used without your knowledge, you may be liable for any losses you experience under these Terms.

6.5. **Expiry of Card**

The Card shall remain valid until the expiry date printed on the Card after which date you will not be able to use it. You can request a replacement Card from the Distributor. A replacement charge may be charged in accordance with Annex A (Charges).

7. Payments using our Services

7.1. You can redeem the e-money you hold with us by authorising a payment by credit transfer from your Account, or by use of your Card using the Distributor's Interface.

7.2. For a payment by credit transfer from your Account, you will be asked to provide (a) the amount of the payment you wish to make; (b) the unique account details for the person you wish to pay (the "**payee**") and (c) such other details that may be requested from you.

7.3. We will process your payment when we receive instructions from you via the Distributor's Interface. Instructions received after 4.30pm on a Business Day or on a day which is not a Business Day will not be processed until the next Business Day.

7.4. When setting up a payee or making a payment, make sure to add the correct details of the person you want to pay. If they are not correct, your payment may be delayed, or you might lose money if it is sent to the wrong account.

7.5. If we process your payment in accordance with the unique account details you provide, we will not be responsible if the payment goes to the wrong account or is not processed because the details you have given are incorrect.

7.6. If a Card is associated with your Account, you may (depending on your permitted usage) use your Card to:

7.6.1. make cash withdrawals at an automatic teller machine (ATM);
7.6.2. pay merchants by a 'point of sale' transaction in-store or online, or over the phone; and
7.6.3. make payments using a mobile payment wallet (such as Google Pay or Apple Pay) on your device.

7.7. The amount of the payment, together with any applicable fees, will be deducted from the balance of your Account.

7.8. It is your responsibility to ensure that there is available balance on your Account for any payments. If there is not sufficient balance on your Account, we may refuse to process a payment. Should the Account at any time and for any reason have a negative balance, you shall repay the deficit amount immediately and in full.

7.9. Your use of our Services may be subject to certain limits, including the disablement of certain transaction types and spending limits. We and the Distributor have the right to review and change the limits on the Services at any time. You will be notified of any such changes via the Distributor's Interface.

7.10. The time it takes for a credit transfer from your Account to arrive at its destination will depend on the currency, the time we receive your payment instructions and the location of the Account. Our usual processing times for payment are:

Payment	Processing time
Payment in sterling to an account in the UK	Within 2 hours or up to three Business Days depending on the type of payment made
Payment in sterling or euros to an account in the EEA	By the end of the next Business Day
All other payments in EEA currencies to accounts in the EEA	No later than 4 Business Days
Payments to accounts outside the EEA or in non-EEA currencies	3 to 5 Business Days depending on the country where funds are being sent to

8. Payment Authorisation

8.1. We will treat you as having authorised a payment by credit transfer from your Account if:

8.1.1. you authorised the payment by credit transfer through the Distributor's Interface by using your security credentials;

8.1.2. a Third-Party Provider has initiated a payment from your Account; or

8.1.3. you have set up a Direct Debit payment to be taken from your Account with a merchant.

8.2. We will treat you as having authorised a payment by your Card if you use your PIN or other security credentials personal to you or the Card to validate the payment.

8.3. We will be entitled to rely on your authorisation of a payment unless you notify the Distributor on becoming aware that money has been stolen from your Account or that your payment instructions have not been followed correctly. You must notify the Distributor as soon as possible but in any event within thirteen (13) months of the date of the relevant payment.

8.4. For most payments, once you have authorised a payment, the payment cannot be stopped or revoked.

8.5. There are certain circumstances where a payee may require the balance available on your Account to be greater than the value of the payment which you wish to make. Merchants may

request this as they may need to access more funds than you initially planned to spend, for example when making a hotel or rental card reservations. You will only be charged for the actual and final value of the payment. If a Merchant has prior authorisation on the Card, you will not have access to the authorised balance until the payment is completed or if sooner, up to a period of thirty (30) days. We will only block access to the exact amount of funds authorised by the relevant Card.

9. Reimbursement for Authorised Push Payment (APP) Scams

9.1. If you believe you have been the victim of an APP scam (where you were tricked into making a payment to a fraudster), you must notify the Distributor as soon as possible and in any event within thirteen (13) months of the date of the relevant payment. You must provide all requested information to assist us in investigating your claim.

9.2. You may be entitled to a reimbursement under applicable rules issued by the Payment Systems Regulator (PSR) if the payment was made using the Faster Payments or CHAPS payment systems. We will assess your claim in accordance with these rules and notify you of the outcome.

9.3. You will not be entitled to reimbursement if we determine that you:

9.3.1. acted fraudulently; or
9.3.2. acted with gross negligence, meaning you ignored effective warnings about the scam or made the payment in circumstances where a reasonable person would have realised it was a scam, based on the information and warnings provided to you.

9.4. You will not be charged any fee for raising or processing an APP scam claim. We will provide a copy of our APP Scam Reimbursement Policy upon request or if you submit a claim.

9.5. We will aim to provide you with a decision as soon as possible and within 35 Business Days as required by applicable PSR rules. The PSR's reimbursement rules can be found at www.psr.org.uk.

10. Direct Debit payments

10.1. Your Account may permit Direct Debit payments. "**Direct Debit**" is a service allowing a payee (such as a merchant) to collect pre-authorised funds from your Account electronically on agreed dates.

10.2. If Direct Debits are available to you, you can set up a Direct Debit payment by signing a Direct Debit mandate authorising the payee to collect payments from your Account.

10.3. It is your responsibility to ensure that there is available balance on your Account for any Direct Debit payments on the day they are due for payment. If the Account has insufficient balance, we may (at our discretion):

10.3.1. reject the Direct Debit payment;
10.3.2. retry the Direct Debit payment at a future date; or

10.3.3. allow the Direct Debit payment which may cause your Account to incur a negative balance. If this happens, you will be obliged to promptly repay us any negative balance on your Account.

10.4. You may cancel the Direct Debit mandate or other payments which are agreed to take place at a future date by providing the Distributor with sufficient notice of cancellation. This is usually by the end of the Business Day before the payment is due to take place. You may be charged a cancellation charge in accordance with Annex A (*Charges*) in these circumstances.

10.5. Cancelling the Direct Debit mandate does not cancel the underlying obligation to pay the payee under your contract with them. You will need to notify the payee taking the Direct Debit of your cancellation and make alternative payment arrangements with them.

11. Foreign exchange services

11.1. If a payment by Card is made in a currency other than the currency denomination of the Card, the value of the transaction may be converted into the currency of the Card by the relevant Card Scheme at a rate set by the Card Scheme. For Card usage conducted in other currencies (other than the currency of the Card), you shall accept the exchange rate used by the card scheme (e.g. Visa, Mastercard), which can be found on the card scheme's website. Any changes in exchange rates may be applied immediately and without notice.

11.2. If we offer you Accounts in currencies other than British pounds sterling, you will be able to exchange an amount from one currency to other available currencies by transferring money to another Account. If we accept the credit transfer to another Account in a different currency, you will be legally bound by the transaction.

11.3. We may at our discretion refuse to permit the credit transfer if:

11.3.1. you have suffered an Insolvency Event;

11.3.2. we are unable to debit the Account with the amount of money you wish to exchange or it would cause the Account to have a negative balance;

11.3.3. if we have reason to believe that you are using our Services for investment or speculative purposes; or

11.3.4. where circumstances arise (or where we reasonably believe that they have arisen or will arise) which gives us the right to suspend Services or terminate these Terms.

11.4. If we execute the credit transfer at an exchange rate that is materially inconsistent with the prevailing market rate as determined by us, we may (in our sole discretion):

11.4.1. make available a revised exchange rate to you instead of the erroneous rate;

11.4.2. decline to complete on the credit transfer based on the erroneous rate; or

11.4.3. cancel any credit transfer that has been completed using the erroneous rates.

11.5. If you become aware or suspect there to be an erroneous rate, you must notify the Distributor immediately.

12. Refund of unauthorised or incorrect payments

12.1. If it is shown that a payment was not authorised by you, we will refund the amount of the unauthorised payment and any fees and charges so that your Account is put in the same state it was in immediately before the unauthorised payment was made.

12.2. We will refund you as soon as possible and no later than the end of the Business Day after you notify us of the unauthorised payment.

12.3. If we reasonably suspect you have acted fraudulently, we are not obliged to refund you.

12.4. You will not be responsible for any losses you incur on an unauthorised payment and we will refund the amount of the payment if:

12.4.1. the payment occurred after you notified the Distributor of the loss, theft or misappropriation of the Card or your security credentials or the Distributor failed to provide you with an appropriate a way to notify them that this has occurred;

12.4.2. you used the Card in a distance contract, for example, for an online purchase; or

12.4.3. We or the Distributor were required by Applicable Law to apply Strong Customer Authentication but failed to do so.

12.5. You may be responsible in certain circumstances for an unauthorised payment on your Account. We may require you to pay up to a maximum of £35 (for a GBP-denominated Account) (or EUR 50 in the case of a EURO-denominated Account) for any losses incurred by you using your Card or Account unless:

12.5.1. the loss, theft or misappropriation of the Card was not detectable by you before the unauthorised payment took place;

12.5.2. the losses were caused by an act or omission of any employee or agent of ours or any person which carries out activities on our behalf.

12.6. You will be liable for all losses incurred in respect of an unauthorised payment if you have acted fraudulently or you have intentionally or carelessly failed to notify the Distributor of the loss, theft or misappropriation of the Card or your security credentials.

12.7. If our investigations show that any disputed payment was authorised by you or you may have acted fraudulently or carelessly, we may reverse any refund made by giving you reasonable notice.

12.8. If you notify the Distributor that a payment has been made incorrectly, we will refund the amount of the unauthorised payment and any fees and charges so that your Account is put in the same state it was in immediately before the unauthorised payment was made. This will not apply if:

12.8.1. you fail to notify us of the incorrect payment as soon as possible and in any case within thirteen (13) months after the date of the payment;

12.8.2. the unique account details for the payee were incorrect. We will make reasonable efforts to recover the funds and may charge a fee to cover our costs in doing so; or

12.8.3. we can show that the payment was received by the merchant's payment service provider.

12.9. If you believe there has been an error with a Direct Debit payment, you must notify the Distributor as soon as possible. If an error has occurred, we will refund you the amount paid

from your Account. This includes refunds for payments taken on the wrong date, amount, or frequency, or after a direct debit instruction has been cancelled.

12.10. If money is paid into your Account by mistake, we can deduct it from your Account without prior notice to you.

13. Refunds for payments by Card

13.1. Where you have agreed to pay a third party using your Card, you may claim a refund for the amount of the payment provided that your authorisation did not specify the exact amount when you authorised the payment, and the amount of the payment exceeded the amount that you could reasonably have expected it to be, taking into account your previous spending pattern on the Card and the relevant circumstances.

13.2. To qualify for a refund:

13.2.1. the refund must be requested from the Distributor within eight (8) weeks of the amount being deducted from the Account; and
13.2.2. the person you paid is in the EEA.

13.3. Any refund or refusal of a refund will be provided by the Distributor within 10 Business Days of receiving your request, or within 10 Business Days of receiving any information requested from you concerning the refund.

14. Limitation of liability

14.1. Subject to clause 11, our liability to you under or in connection with these Terms (whether in contract, tort (including negligence) or otherwise), will be limited as follows:

14.1.1. we are not liable for any loss of profit, business or revenue (whether direct or indirect), nor for any indirect or consequential loss;
14.1.2. we are not liable for any loss you suffer because of something that is outside our reasonable control, including where you lose or disclose your PIN or other security credentials (subject to clause 11);
14.1.3. where money is taken from your Account incorrectly due to our failure, our liability is dealt with in clause 11;
14.1.4. if your Card is defective, our liability is limited to replacing it free of charge, or (if you wish) to closing the Account and returning the amount in it to you;
14.1.5. we will not be responsible for the Services being unavailable, as we make no promise or guarantee that the Services or your access to them will always be available;
14.1.6. we accept no responsibility for any delays attributed to the late arrival of funds or instruction of payments relative to the cut off times of the designated bank or for delays or faults due to the clearing banks or banking systems;
14.1.7. we are not liable for any charges of correspondent banks or payment service providers that you incur by sending money to your Account;

14.1.8. in all other circumstances (save to the extent mandated by Applicable Law) our liability is limited to a refund of the amount in your Account.

14.2. Nothing in these Terms limits or excludes our liability for death or personal injury caused by our negligence, or liability as result of fraud or to the extent that the liability may not be excluded or limited by any Applicable Laws.

15. Suspension of Services or refusal of a payment

15.1. We may at any time suspend, restrict or refuse any use of an Account or a Card where:

15.1.1. we are concerned about the security of, or access to, your Account(s) or Cards;
15.1.2. we reasonably suspect that, your Account(s) or Card(s) are being used without authorisation, illegally or in a fraudulent manner;
15.1.3. you haven't given us the information we need, or we believe that any of the information that you have provided to us was incorrect or false;
15.1.4. we are required to do so for the security of our systems or to comply with the law;
15.1.5. you have materially breached these Terms;
15.1.6. there is an insufficient balance on your Account for the payment or otherwise breach any Limit; or
15.1.7. If an Insolvency Event has been commenced against you or we reasonably believe that you are at risk of such an event occurring.

15.2. Where it is legally permissible to do so, the Distributor will notify you as soon as reasonably practicable of any refusal of the Services and give you reasons for doing so. Where the refusal is reasonably justified, a charge may be incurred as set out in Annex A (*Charges*).

16. Third Party Providers

16.1. You may permit open banking providers and other third-party providers to have access to your information on your Account or to make payments on your behalf from your Account ("**Third Party Provider**" or "**TPP**"). If we are concerned about unauthorised or fraudulent access by a TPP, we may deny access to any TPP. We will notify you as soon as possible before we deny service (unless it is not reasonably practicable to do so) or subsequently to our denial, unless doing so would compromise security or is unlawful.

17. Fees and charges

17.1. You are liable for paying all fees for your use of the Services as charged to you by the Distributor. Additional charges may be charged for the Services as set out in the table in Annex A (Charges).

18. Ceasing to provide Services

18.1. **Dormant Accounts**

We may close your Account (and stop providing Services) by giving you at least two (2) months' notice if there have been no transactions on your Account for twelve (12) months.

18.2. **Termination**

We can terminate our Services and close your Account immediately:

18.2.1. if you breach these Terms; or
18.2.2. if any of the circumstances entitling us to suspend or refuse Services to you apply; or
18.2.3. if the Distributor notifies us that its agreement with you has terminated.

18.3. We may terminate these Terms at any time and for any reason by giving you not less than two (2) months' written notice.

18.4. You can terminate these Terms and close your Account(s) at any time and for any reason by cancelling your agreement with the Distributor.

18.5. Upon the effective date of termination:
18.5.1. you will no longer be able to use the Services;
18.5.2. you may redeem the balance of your Account by transferring it to another account of the same currency in your name, less any amounts which are due and owing to us.

18.6. We may charge dormant account charges as published in Annex A (Charges). We may also charge for any redemption of e-money after a period of twelve (12) months of termination of these Terms.

18.7. If we hold a balance on your Account for you for more than twelve (12) months after termination of these Terms, we shall use reasonable endeavours to contact you to redeem the e-money and return the corresponding funds to you. You may redeem any e-money at any time prior to six (6) years after termination of these terms after which time your claim for redemption shall be extinguished.

19. Changes to these Terms

19.1. We may change these Terms for any reason by the Distributor or us giving you notice. You will be deemed to have accepted the changes if you raise no objection before the notice expires. You may terminate these Terms and close your Account by giving notice at any time if you do not accept them.

19.2. For all changes relating to payment services and e-money (including fees and Limits), we will give two (2) months' notice. Otherwise, we may provide less notice of any change.

20. Complaints

20.1. If you are not happy with the Services provided, we recommend you address your complaint to the Distributor in the first instance to ensure your concerns are addressed promptly.

20.2. If the Distributor is unable to resolve your concerns, you may request the complaint be escalated to us for consideration. All complaints follow our complaints procedure.

20.3. We will endeavour to handle your complaint fairly and within our stated timeframes. If you are not satisfied with the outcome, you may contact the Financial Ombudsman Service within six-months of the date we sent (or should have sent) our final response to you. The address for the Financial Ombudsman Services is: Exchange Tower, London E14 9SR.

Details of their services are available at http://www.financial-ombudsman.org.uk.

21. Other important terms

21.1. Communications

The Terms and all communications will be in English. You may request a copy of these Terms from the Distributor at any time.

21.2. Interpretation

Clause headings shall not affect the interpretation of these Terms and references to clauses are to the clauses of these Terms. Any words following the terms including, include for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular. A reference to a statute or statutory provision is a reference to it as amended, extended or reenacted from time to time and reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

21.3. What if something unexpected happens?

We shall have no liability to you under these Terms or otherwise if we are prevented from or delayed in performing our obligations under these Terms, or from carrying on our business, by acts beyond our reasonable control, including, without limitation, strikes, lockouts or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, or civil commotion, provided that you are notified of such an event and its expected duration.

21.4. Privacy

You agree that we can use your personal data in accordance with these Terms and our privacy policy, which is set out on https://www.railsr.com/privacy-policy. This privacy policy includes details of the personal information that we collect, how it will be used, and who we pass it to. You can tell us if you do not want to receive any marketing materials from us.

21.5. We may transfer this agreement to someone else

We may transfer our rights and obligations under these Terms at any time and without prior written notice to you. These Terms are personal to you, and you may only transfer your rights or your obligations to another person if we agree to this in writing.

21.6. Nobody else has any rights under this contract

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

21.7. Illegality

If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

21.8. Delay in enforcement

If we delay in taking steps against you for a breach of these Terms, we shall not be taken to have waived your breach and does not prevent us taking steps against you later.

21.9. Applicable law

These Terms are governed by English law and, by using our Services, you agree to submit to the exclusive jurisdiction of the courts of England and Wales.

22. Definitions

22.1. Unless otherwise defined in the body of these Terms, the following definitions apply:

"**Applicable Laws**" means, in respect of a person, all applicable laws and regulations in any jurisdiction to which that person is subject in respect of the performance of its obligations under these Terms;

"EEA" means the European Economic Area;

"Insolvency Event" means with respect to a person, (a) entering into a composition or arrangement with its creditors other than for the sole purpose of a solvent reconstruction; (b) an inability to pay its debts as they become due; (c) a person becoming entitled to appoint or appointing a receiver or an administrative receiver over that party's assets; (d) a creditor or encumbrancer attaches or takes possession of the whole or any part of that party's assets which is not discharged within fourteen (14) days; or (e) any event occurs, or proceeding is taken, in any jurisdiction that has an effect equivalent or similar to any of the events mentioned in (a) to (d) above; and

"**Strong Customer Authentication**" means the additional authentication steps which we are obliged to carry out on your Account to make your Account more secure required under Regulation 100 of the Payment Services Regulations 2017.

Annex A – Charges

CHARGES	
Handling fee for cancelled or refused payments	GBP 5.00 per transaction

Dormant account (post-termination)	GBP 5.00 per account per month
Redemption Fee (12 months post-termination)	GBP 10.00 on redemption

ADDENDUM F THE GOLDWISE PRIVACY POLICY

Last Updated: 01 June 2025

PLEASE READ THIS END USER LICENCE AGREEMENT CAREFULLY

Introduction

Welcome to Goldwise Holdings Limited's Privacy Policy. Goldwise respects your privacy and is committed to protecting your personal data. Goldwise Holdings Limited is a company registered in England and Wales with registered company number 13223773 and its registered office at Tramshed Tech Unit D, Pendyris Street, Cardiff CF11 6BH (" Goldwise" also referred to as "we", "us" or "our" in this Privacy Policy). Goldwise Holdings Limited acts as an authorised agent of PayrNet Limited, which is authorised and regulated by the Financial Conduct Authority under Firm Reference Number 900594.

Glossary of Key Terms

Personal Data: Any information that relates to an identified or identifiable individual (data subject).
Data Subject: The individual to whom the personal data relates.
Processing: Any operation performed on personal data (e.g. collection, storage, use, disclosure, deletion).
Data Controller: The organisation that determines the purposes and means of processing personal data.
Data Processor: A third party that processes data on behalf of the controller.
Legitimate Interest: A lawful basis for processing where the organisation has a genuine reason that does not override individuals' rights.
Consent: Freely given, specific, informed and unambiguous indication of a data subject's wishes to permit processing.
Profiling: Processing of personal data to evaluate aspects of an individual (e.g. behaviour, location, preferences).
Special Category Data: Sensitive personal data such as biometric data, racial origin, health data, etc.
UK GDPR: The UK General Data Protection Regulation, incorporated into UK law after Brexit.

Important information and who we are

Purpose of this Privacy Policy This Privacy Policy aims to give you information on how Goldwise collects and processes your personal data through your use of the App and website appearing at goldwise.com ("Goldwise Platform") or directly in your dealings with us over the phone or by email or other correspondence. The Goldwise Platform is not intended for children and we do not knowingly collect data relating to children. Data Controller Goldwise is the controller and responsible for your personal data collected through the website, App, or directly in dealings with us. We are registered with the Information Commissioner's Office (ICO) as a data controller under registration number ZB301757. We have appointed a Data Protection Manager who is responsible for overseeing questions in relation to this Privacy Policy. If you have any questions, please contact the data protection manager via our customer team at: support@goldwise.com You have the right to make a complaint at any time to the ICO (www.ico.org.uk). We would, however, appreciate the chance to address your concerns first.

Identity verification and compliance monitoring

To comply with our legal obligations under anti-money laundering and counter-terrorism financing

regulations, we work with trusted third-party service providers. These providers may receive and process your name, date of birth, address, identification documents, and in some cases, biometric data or other sensitive information. Such processing is carried out on our behalf under UK GDPR and under contract. We do not store sensitive verification data directly but may access it securely. Where biometric or other special category personal data is processed, it is done in accordance with Article 9(2)(g) of the UK GDPR and Schedule 1 of the Data Protection Act 2018, on the basis of substantial public interest (e.g., fraud prevention and financial compliance).

Automated Decision-Making and Profiling

We use automated tools and internal logic to carry out customer onboarding checks and risk assessments. Our platform incorporates inputs from trusted third-party providers (such as identity document verification, PEP and sanctions screenings), as well as customer-provided information — including employment status, source of funds, intended use of the platform, and forecast trading activity. Using these data points, we apply proprietary risk-scoring logic to assess whether a customer falls within our acceptable risk thresholds. This assessment may result in the customer being automatically approved, referred for Enhanced Due Diligence (EDD), or declined. Some decisions may be made without human intervention where predefined risk thresholds are met. These profiling activities are used to determine the suitability of a customer's use of the platform and to fulfil our legal, contractual, and operational obligations. As an authorised agent of a regulated Electronic Money Institution (EMI), we also carry out certain checks in support of our obligations under anti-money laundering (AML) and counter-terrorism financing (CTF) laws. Where a decision based solely on automated processing produces legal or similarly significant effects, you have the right to request human intervention, express your point of view, and contest the decision — unless such processing is necessary to meet a legal requirement.

Changes to the Privacy Policy and Your Duty to Inform Us of Changes

We keep our Privacy Policy under regular review. Please keep your data accurate and current throughout your relationship with us.

Third-party Links

Our platform may contain links to other websites. We are not responsible for their privacy statements and advise reviewing their policies.

The Data We Collect About You

We may collect, use, store, and transfer different kinds of personal data about you:

- **Registration Data:** e.g. name, email, password, phone, preferences
- **Identity Data:** e.g. Registration Data + ID, DOB, address, source of funds, PEP/AML risk indicators
- **Financial Data:** e.g. bank account details, card details
- **Transaction Data:** e.g. trades, deposits, withdrawals
- **Technical Data:** e.g. IP address, device/browser/OS, interactions
- **Marketing & Communications Data:** e.g. preferences and settings
- **Profiling Data:** e.g. behavioural, transactional, and risk modelling
- **Special Categories of Data:** only where required by law and only to the extent necessary for verification and compliance

We also collect and use Aggregated Data, such as statistical or demographic data, which is not considered personal data as it does not directly or indirectly reveal your identity. For example, we may compile anonymised statistics on user activity to analyse usage trends. This aggregated data cannot be traced back to any individual user.

If You Fail to Provide Personal Data

If you do not provide the data we require, we may not be able to enter into or fulfil a contract with you (e.g. providing access to the platform).

How is Your Personal Data Collected?

- **Direct interactions:** via forms, emails, phone etc.
- **Automated technologies:** such as cookies, server logs etc.
- **Third parties:** identity providers, compliance services etc.

Cookies

We use cookies for performance, personalisation, and security. We categorise cookies as follows:

Category	Purpose	Example Cookies	Retention
Essential	Enable core functionality (e.g. login, security)	session_id, auth_token	Session
Performance	Measure performance and usage	_ga, _gid	30 days
Functionality	Remember preferences or settings	language, currency_pref	1 year
Targeting/Ads	Deliver personalised ads or retargeting	fb_pixel, gads_id	Varies

A full list of our cookies is provided below:

Cookie Name	Provider	Purpose	Duration	Category
Google Tag Manager	Google	Management of website tags	30 days	Essential
Google Analytics	Google	Tracking of on-site behaviour and acquisition sources	30 days	Essential

How We Use Your Personal Data

We use your data only where allowed by law. This includes:

- **To perform a contract:** e.g. account access, trading
- **To comply with legal obligations:** e.g. AML, reporting
- **For our legitimate interests:** where these do not override your rights
- **With your consent:** for marketing or non-essential tracking

A table of purpose, data types, and legal basis is found below:

Purpose	Type of Data	Lawful Basis
To register you as a customer	Registration	Performance of a contract

To verify your identity, perform AML/CFT checks and to assess risk	Identity, Biometric (via third parties)	Legal obligation; Substantial public interest (UK GDPR Art 9(2)(g))
To process and execute trades and transactions	Financial, Transaction	Performance of a contract
To manage our relationship with you (e.g. support, notifications)	Contact, Registration, Communications	Performance of a contract; Legitimate interest
To administer and protect our platform	Technical, Usage	Legitimate interest (network security, fraud prevention)
To deliver relevant content or marketing to you	Marketing, Behavioural	Consent (where required); Legitimate interest
To comply with our legal, tax and regulatory obligations	All core data types	Legal obligation
To respond to complaints, disputes, or legal claims	Identity, Transaction, Communications	Legal obligation; Legitimate interest

Marketing

You may receive marketing based on your preferences. You can opt out at any time via your settings or email. We do not share data for third-party marketing without your explicit consent.

Change of Purpose

We will only use your data for the reason it was collected, or for a compatible purpose.

Disclosures of Your Personal Data

We may share your personal data with:

- Compliance and KYC vendors
- Payment processors
- Hosting and IT providers
- Legal or regulatory authorities

All processors are contractually bound to treat your data in accordance with the law and our instructions.

International Transfers

If we transfer your data outside the UK:

- We will use jurisdictions with an adequacy decision, or
- We will use appropriate safeguards (e.g. Standard Contractual Clauses or UK IDTA)

Data Security

We employ measures to prevent unauthorised access, loss, misuse, or disclosure. Suspected breaches will be reported in line with legal requirements.

Data Retention

We retain your personal data only for as long as reasonably necessary for the purposes for which it was collected, including to meet our legal, contractual, and operational obligations. This includes:

- Legal, tax, and regulatory compliance
- Auditing and reconciliation
- Dispute resolution and fraud prevention

As an authorised agent of a regulated Electronic Money Institution (EMI), we are required — under our contractual and compliance obligations — to retain certain core customer data (such as identity, transaction, and compliance information) for up to seven years after your relationship with us ends. You cannot request deletion of your data where retention is required by applicable law, AML/CTF obligations, or where it is necessary for our legitimate interests — such as defending legal claims or meeting audit requirements. Where your data is no longer required for these purposes and deletion is feasible, we will honour your erasure request. Alternatively, we may restrict processing or anonymise the data for internal analytics or reporting.

Your Legal Rights

You have the right to:

- Access your data
- Correct incomplete or inaccurate data
- Request erasure, unless we are legally required to retain it
- Object to processing based on legitimate interest
- Restrict processing under specific circumstances
- Port your data to another provider
- Withdraw consent, where consent is the lawful basis

You can withdraw consent at any time by updating your preferences in the platform settings or by contacting support@goldwise.com.

Right to Erasure Clarification

This right does not apply where we must retain data to comply with financial regulation, anti-money laundering law, or to defend legal claims.

No Fee Usually Required

There is no fee for exercising your rights. However, if a request is unfounded or excessive, we may charge a fee or refuse.

What We May Need From You

We may require ID verification to process your request and protect your data.

Time Limit to Respond

We will respond to all valid requests within one calendar month, unless the request is complex or excessive.

Contact

Data Protection Manager support@goldwise.com Complaints may also be raised with the ICO: www.ico.org.uk