

Terms of Service - Voima Gold Oy

1. General

1.1. These Terms of Service ("Agreement") sets out the terms of a legally binding agreement between you ("Client" or "you") and Voima Gold Oy ("we" or "Voima"), a company registered with the Finnish Trade Register under the number 2843889-9.

1.2. This Agreement sets out the terms and conditions upon which you contract with Voima and which govern your use of Voima's online platform accessible through a web browser at voimagold.com or a mobile application (collectively referred to as "Voima Account"). You can become Voima's client by registering a Voima Account online, by having a Voima Account created for you by Voima's customer service or by using the Voima Account. By becoming a Client of Voima, you agree to the terms and conditions of this Agreement.

1.3. We strongly recommend that you read this Agreement carefully in its entirety before using the Voima Account.

1.4. If you do not agree to the terms of this Agreement, you should not sign up to become a client of Voima or use the Services.

1.5. We have the right, at our sole discretion, to make modifications and updates to the terms of this Agreement to reflect changes in technology, standards, legislation, administrative or business practices, or the cost structure for providing our services. Such modifications and updates will be notified to you through the Voima Account or email no later than fourteen (14) days before they become effective. By continuing to use the Voima Account after the modifications and updates have become effective, you accept all changes and updates to this Agreement. If you do not accept the changes, you can always terminate this Agreement. You terminate the Agreement by concluding any outstanding trades and other obligations, withdrawing any remaining balances in your Account and by notifying Voima's customer service

about your willingness to close your account. Our data retention policy is described in our Privacy Policy.

1.6. Depending on your country of residence, you may not be able to use all the functions of the Voima Account. It is your responsibility to follow those rules and laws in your country of residence and/or country from which you access your Voima Account.

1.7. As long as you agree to and comply with this Agreement, Voima grants you the personal, non-exclusive, non-transferable, non-sublicensable and limited right to enter and use the Voima Account.

2. Eligibility

2.1. By opening a Voima Account, you expressly represent and warrant:

- That you have accepted this Agreement; and
- That you are at least 18 years of age and have the full capacity to accept this Agreement; and
- That you reside in a country in which the Voima Account is accessible. Please note that not all Voima's services are available in every country. The list of Voima's prohibited jurisdictions can be found at: <https://www.voimagold.com/banned-jurisdictions>

3. Voima Account Setup

3.1. Registration of Voima Account. To use the Services, you will need to register a Voima Account, which will only be issued once you have provided all the necessary information required by us. All the information that we request you to provide in connection with the registration must be true, accurate, and complete. If we believe that the information you have provided is false, inaccurate, or incomplete, we have the right to refuse your access to the Voima Account. We also have the right to deny, limit, terminate or suspend your account.

By using a Voima Account, you agree and warrant that you will use the Voima Account only for yourself, and not on behalf of any third party, unless you have obtained prior approval from Voima.

You are fully responsible for all activity that occurs under your Voima Account. We may, in our sole discretion, refuse to open a Voima Account for you or limit the number of Voima Accounts that you may hold as well as suspend or terminate any Voima Account.

3.2. Authentication and Verification. To create a Voima Account, you must provide a valid phone number and create a password. Voima offers second-factor authentication via a user's mobile device. You are responsible for keeping the electronic device through which you access the Voima Account safe and maintaining adequate security and control of any and all security

details that you use to access the Voima Account. This includes taking all reasonable steps to avoid the loss, theft or misuse of such an electronic device and ensuring that such electronic device is both encrypted and password protected. Any loss or compromise of personal electronic devices or security details may result in unauthorized access of your Voima Account by third parties and the loss or theft of any funds held in your Voima Account and the misuse of any associated accounts, including linked payment account(s).

3.3. Identity Verification. You will need to complete certain verification procedures before you are permitted to start using the Voima Account and to access specific Voima's services. You agree to provide us with the information we request for the purposes of providing our services as well as detecting money laundering, terrorist financing, fraud, or any other financial crime, and permit us to keep a record of such information.

The information we request may include certain personal information including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, social security number, information regarding your bank account (such as the name of the bank, routing number, and account number). In providing us with this or any other information that may be required, you confirm that the information is true, accurate and correct and you agree to keep us updated if any of the information you provide changes. We will treat this information in accordance with Section 9 (Data Protection).

3.4. Accounts for Legal Entities. If you wish to use Voima Account as a legal entity, you are required to register an account in the name of that entity ("legal entity account") and go through Voima's legal entity account verification process.

When creating a legal entity account, you confirm that you are duly authorized and have the legal capacity to execute this Agreement on behalf of that legal entity and that this Agreement is legally binding on such an entity.

The information we request may include certain personal information as specified in Section 3.3 and that may relate to you, legal representatives, beneficial owners and/or members of the board of directors of the company. We will treat this information in accordance with Section 9 (Data Protection).

3.5. Third Party Access If, to the extent permitted by this Section 3 or as otherwise permitted by Voima from time to time, you grant express permission to a third party to access or connect to your Voima Account, either through the third party's product or service or through the Voima Account, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Voima Account, and any action of such a third party shall be considered to be an action authorized by you. Further, you acknowledge and agree that you will not hold Voima responsible for, and will indemnify Voima from, any liability arising out of or related to any act or omission of any third party with access to your Voima Account.

4. Managing Voima Account

4.1. Definitions:

“Assets” means Fiat Currency Holdings that you hold on your Currency Account and/or Gold Holdings that you hold in your Gold Account.

“Currency Account” means the account under your Voima Account to which you can deposit Fiat Currency, from which you can withdraw Fiat Currency and that can be used to hold Fiat Currency as well as to make transactions to your Gold Account.

“Fiat Currency” means a central bank issued currency established as the official currency of a nation by the government of that nation.

“Fiat Currency Holdings” means all Fiat Currency that you hold on your Currency Account.

“Gold Account” means the account under your Voima Account to which you can buy gold, from which you can sell gold and that can be used to hold gold as well as to make transaction to your Currency Account. You may also make physical gold deposits and withdrawals to and from our vault, and thus also to and from your Gold Account subject to our policies described in sections 4.24 - 4.31 of this Agreement.

“Gold Holdings” means all gold holdings that you hold on your Gold Account. A majority of the Gold Holdings are stored in the Voima's vault in Helsinki as weighed and numbered 100 grams and one kilogram gold bars. A minority of the gold is held at Voima's gold refinery partners' unallocated gold accounts, due to liquidity reasons.

4.2. After you have successfully completed the registration process and verified your phone number and email address, you can start using and managing your Voima Account.

4.3. Voima Account consists of Currency Account and Gold Account. Through Voima Account, you can deposit Fiat Currency to your Currency Account, withdraw Fiat Currency from your Currency Account to your bank account, buy gold to and sell gold from your Gold Account as well as hold gold and Fiat Currency.

Fiat Currency Deposits and Withdrawals

4.4. Funding the Currency Account of your Voima Account takes place via any of the valid payment methods defined on Voima Account and you may make withdrawals from your available Fiat Currency Holdings in your Currency Account to your bank account.

4.5. You expressly confirm that your payment details are correct and that the deposits come from and withdrawals go to a bank account or a payment account that is registered under your name. You accept that Voima retains the right to 'bounce back' funds to the originating account if you fail to provide the reference number tied to the specific bank transfer. Furthermore, you accept that the entities involved in returning those funds may charge nonrefundable handling fees. You accept that Voima may need to perform additional security checks, and there may be some delay in processing the payment.

4.6. Concerning all Fiat Currency deposits and withdrawals, we may require you to submit additional information about yourself and/or your business, provide records and proof of source of funds, and arrange for meetings with Voima's staff ("Enhanced Due Diligence") which you agree to provide. We reserve the right to charge you costs and fees associated with such Enhanced Due Diligence. However, if we intend to do so, we will notify you in advance. Subject to our sole discretion, we may refuse to process certain Fiat Currency deposits or withdrawals. You accept and warrant that Voima does not have to declare the reason for such a refusal.

Trading Process

4.7. Voima offers its Clients an access to gold market. Each purchase or sale of gold is subject to the exchange rate for the given transaction as well as Voima's fees defined in section 5. The reference gold price for both buying and selling gold using Voima Account is the gold price ("Exchange Rate") as quoted by Voima's data provider and Voima bears no liability that the Exchange Rate is correct. You agree to accept the given Exchange Rate and Voima's fees when you place an order. We do not guarantee the availability of any Exchange Rate.

4.8. You should be aware that the risk of loss in trading or holding assets such as gold can be substantial. As with any asset, the value of gold can go up or down in Fiat Currency and there can be a substantial risk that you lose money when buying, selling, or holding gold. Vice versa, the risk of loss in purchasing power when holding Fiat Currency as well as when selling Fiat Currency to gold can be substantial due to inflation, especially over the long-term.

4.9. Voima's trade process consists of placing an order, trade settlement, which can take place either as an immediate settlement or a delayed settlement, and trade confirmation.

4.10. Placing orders via the Currency Account. After funding the Currency Account, Clients can place gold buy orders. Once the Client has placed an order, it is forwarded to Voima's back office, and it cannot be canceled anymore.

4.11. While placing a buy order on their Currency Account, Clients choose how many Fiat Currency worth of gold they would like to buy to their Gold Account since there are limited amount of Fiat Currency on the Currency Account. Vice versa, while placing a sell order, Clients choose how many grams of gold from their Gold Account they would like to sell.

4.12. Placing orders by transferring funds directly from bank account to your Gold Account: Clients can also choose to transfer funds directly from their bank account to their Gold Account.

This way the Client only needs to place a wire transfer from their bank account to Voima's client asset bank account with their personalized reference number in order to buy gold. After Voima has received the wire transfer, Voima exchanges the Fiat Currency into gold on Client's behalf at the Exchange Rate determined at the time of trade settlement.

4.13. Please note that when choosing to transfer funds directly from your bank account to your gold account, the final Exchange Rate used for the purchase of gold is set at the moment we have manually settled your transaction which may take some time, especially during weekends and holidays and may differ from the Exchange Rate set at the moment you have placed the order. You authorize Voima to buy gold at the Exchange Rate set at the moment of processing your transaction. You understand and agree that you bear all price risks that your transactions may carry. Voima may update the Exchange Rate or refuse to process your transaction due to extreme volatility or for reasons beyond its control.

4.14. Trade settlement. Once the Client has submitted an order, the order status will be pending until approved and settled by Voima. All trades are settled between the Client and Voima, which means that Voima acts as the counterparty in each trade. The time between placing an order and receiving gold or Fiat Currency on the Client's Voima Account depends on the settlement method that applies to the transaction in question. Two possible ways of settlement are Immediate Settlement and Delayed Settlement.

Immediate Settlement:

Immediate Settlement refers to settlement that takes place either instantly and automatically once the Client has placed the order or during the next manual settlement round. Manual settlement may take place twice per day during normal working days. Immediate settlement is available for buy orders as long as Voima has access to its refinery partners' gold accounts or as long as Voima has enough gold on its balance sheet to fill the Client's orders. Immediate settlement is also available for sell orders as long as Voima has access to its bank accounts and enough Fiat Currency on its balance sheet.

Delayed Settlement:

Delayed Settlement refers to a settlement that does not occur during the next manual settlement round but is instead delayed to a later settlement round. This may be the case if, for example, the total amount of sell orders submitted by the Clients exceeds the total amount of gold Voima has in its refinery partners' gold accounts. In such a case, Voima needs to ship gold stored in its Helsinki vault to Voima's refinery partners' vault in order to settle the trades.

Please note that in the unlikely event of your transaction going to a Delayed Settlement, the final Exchange Rate is set at the moment we have manually settled your transaction which may take several days or even weeks, and may differ from the Exchange Rate set at the moment you have placed the order. You understand and agree that you bear all price risks that your transactions may carry. Voima may update the Exchange Rate or refuse to process your transaction due to extreme volatility or for reasons beyond its control.

4.15. Trade confirmation. After Voima has settled the trade, the Client will receive an automated trade confirmation via email and through Voima's Account.

4.16. Transaction failure or cancellation. **Voima may refuse to execute trade orders for many reasons including but not limited to market liquidity, extreme volatility, restrained access to Voima's refinery partners' gold accounts, network, technical, server malfunction or for reasons beyond its control. If transaction failure or cancellation occurs, Voima may provide the Client with an appropriate reason for the failure or cancellation.**

Assets in your Voima Account

4.17. All Fiat Currency Holdings in your Currency Account are held in a bank account with a third-party bank by Voima in a fiduciary capacity. You bear any risk related to the banks with which Fiat Currency in your Currency Account are held.

4.18. A majority of the Gold Holdings are stored in the Voima's vault in Helsinki as weighed and numbered 100 grams or one kilogram gold bars. A minority of the gold is temporarily held at Voima's gold refinery partners' unallocated gold accounts, due to liquidity reasons. Unallocated accounts are managed by Voima, subject to terms and conditions between Voima and gold refinery partners. You understand and agree that a client of an unallocated gold account, in this case, Voima, may be an unsecured creditor but the gold account is fully backed by gold material. Voima always aims for holding at least 65 percent of the gold in immediate reserves, meaning that at least 65 percent of all Clients' Gold Holdings are held in the form of Voima's 100 grams and one kilogram gold bars stored in the Voima's vault in Helsinki.

4.19. You understand and agree that Gold Holdings in your Gold Account may give you a general entitlement to an amount of gold material.

4.20. You authorize Voima to act as your agent for arranging a custody for your Gold Holdings with the relevant transportation and vault operator companies. Voima confirms to you that it has ensured all relevant safety measures on the agreement of contracts with the chosen transportation and temporary vaulting operators. In the gold supply chain, Voima does not use more contractors for gold transportation or storage than necessary for ensuring the practical storage, transportation, and the liquidity of client assets.

4.21. Certain types of, or any, Asset may not be available to the residents or citizens of certain countries. Certain types of Assets may not have access to the full range of our services. These restrictions will be stated on the Voima Account.

4.22. Each type of Asset may be subject to fees per section 5. and defined in our pricing policy available on the "Pricing" page on Voima's website.

4.23. In the case of any Asset(s), without prejudice to any other rights, we may at our sole discretion limit or suspend any Asset we operate for you and/or terminate this Agreement in the event of any failure or suspected failure by you to comply with applicable laws, this Agreement, requests we make under this Agreement, including but not limited to, requests we make or deficiencies we detect based on our anti-money laundering or counter-financing terrorism policies, or if we are obligated to limit or suspend your Asset(s) under a lawful request by the law enforcement authorities. Limiting or suspending may prevent you from accessing your Asset(s), making payments, withdrawing from your Voima Account as well as withdrawing from Voima's vault. If not prevented by any applicable law and/or order by law enforcement, we will notify you of this suspension as soon as is reasonably practicable.

Physical Gold Deposits and Withdrawals

4.24. You may also make gold deposits to your Gold Account by physically depositing gold to Voima's vault in Helsinki, subject to paying the gold deposit fee defined in our pricing policy available on the "Pricing" page on the Services.

4.25. Gold available for withdrawal is gold in the form of 100 grams and 1 kilogram gold bars stored in Voima's Helsinki vault and subject to paying the withdrawal fee defined in our pricing policy available on the "Pricing" page on the Services. The bars may be withdrawn physically at the Voima's office.

4.26. Due to strictly controlled gold handling procedures and in order to avoid unnecessary visits to our office, you must give a notification of your withdrawal intent at least 24 hours ahead of time. Daily reserves for withdrawals may run out due to exceptionally high demand on a specific day. Voima is not responsible for any costs caused to you for an unnecessary visit to its offices or delays in the process.

4.27. Voima confirms that all gold available for physical withdrawal for Clients constitutes as investment grade gold as defined by the European Union.

4.28. Depending on factors such as your country of residence and Voima's anti-money laundering policies and subject to the terms and conditions of third party delivery services as well as applicable taxes and tariffs, we may, by request, offer a delivery service, the price of which is set in a case-by-case manner. You can leave a request for delivery by contacting our customer service.

4.29. Gold Holdings in your Gold Account not divisible by 100 grams cannot be withdrawn physically but are available for sale.

4.30. Concerning all physical gold deposits and withdrawals, we may require you to submit additional information about yourself or your business, provide records and proof of source of funds, and arrange for meetings with Voima's staff ("Enhanced Due Diligence") which you agree to provide. We reserve the right to charge you costs and fees associated with such Enhanced Due Diligence. However, if we intend to do so, we will notify you in advance. Subject to our sole

discretion, we may refuse to process certain Fiat Currency deposits or withdrawals. You accept and warrant that Voima does not have to declare the reason for such a refusal.

4.31. Concerning all deposits and withdrawals whether in Fiat Currency or in gold, Voima may refuse to process the transaction for many reasons including but not limited to market liquidity, restrained access to Voima's refinery partners, network, technical, or server malfunction. If a transaction failure or cancellation occurs, Voima may provide the Client with an appropriate reason for the failure or cancellation. All deposits and withdrawals are subject to our trade settlement policies described in section 4.14.

5. Fees and Commissions

5.1. Voima may charge its Clients fees such as transaction fees, storage fees, gold deposit and withdrawal fees as well as other fees ("collectively referred to as Fees"). Fees are added to the Exchange Rate.

5.2. A full list of Voima's Fees are available on our "Pricing" page at www.voimagold.com/pricing. Voima, however, reserves the right to share with the Client any unforeseen expenses (for reasons beyond its control) such as increased storage costs, customs charges, and other similar unforeseen cost increases.

Transaction Fee

5.3. Each purchase or sale of gold using your Voima Account is subject to a transaction fee that will be displayed to you on the Voima Account. We may adjust our transaction fees at any time. We will not process a transaction if the transaction fee and any other associated fees would, together, exceed the value of your transaction.

Storage Fee

5.4. Gold Holdings are subject to a storage fee defined in our pricing policy available on the "Pricing" page on the Services and charged by Voima in order to cover the costs of handling, providing safe storage, warehousing, third-party auditing and insurance. The storage fees are calculated on an annual basis and are deducted from your Gold Holdings on a daily basis. Minimum monthly charge is 1 milligram in a case the Client has gold in his Gold Account.

Gold Deposit and Withdrawal Fee

5.5. Voima charges a fixed analysis fee per gold deposit and a percentage fee of the total amount of gold that is deposited, defined in our pricing policy available on the "Pricing" page on Voima's website. All charges are made in grams from the Client's Gold Holdings.

5.6. Physical gold withdrawals from your Gold Account as 1 kilogram and 100 gram bars are subject to paying the withdrawal fee as defined in our pricing policy available on the "Pricing" page on the Services. The bars may be mainly withdrawn physically at the Voima's office.

Other Fees

5.7. We may also charge you based on different Assets that you possess in your Voima Account and as described in our pricing policy available on the "Pricing" page on the Services.

6. Intellectual Property Rights

6.1. All title, ownership rights and intellectual property rights in or relating to the Voima Account and its related services, any information transmitted by, to or over the Voima Account and information regarding Client's use of the Voima Account shall at all times remain the sole and exclusive property of Voima. Unless explicitly stated otherwise, nothing on the Voima Account shall be construed as conferring on the Client any license to any of Voima's or any third party's intellectual property rights, whether by implication or otherwise.

7. Insurance

7.1. Voima shall do its best efforts to ensure that the physical gold held at Voima's vault is properly and adequately insured against theft and damage, in accordance with the insurance standards accepted by the physical precious metals industry, with the exception of (but not limited to) force majeure events such as terrorism, acts of nature and civil war. The premium for such insurance is included in the storage fees paid to Voima for the proper care and storage of the physical gold.

7.2. Voima confirms that written evidence of the insurance coverage is to be presented upon request and shall be transferred to the Client if so requested.

7.3. In certain limited cases, when the Client has the option to withdraw Gold Holdings via delivery service, physical gold deliveries are subject to terms and conditions of third party delivery services, including terms regarding insured shipments. Please note that the maximum amount of transport insurance is currently EUR 15 000.

8. Limitation, Suspension and Termination

8.1. We may: (a) refuse, reverse or block a transaction you have authorized (even after Assets have been debited from your Voima Account), (b) cancel or deactivate your Voima Account

immediately, and/or (c) restrict, suspend, or terminate your access to the any or all of the Voima's services, including but not limited to where:

- we reasonably believe that we need to do so to protect our reputation;
- we are, in our reasonable opinion, required to do so by applicable law, regulation or any court order or order by other authority to which we are subject in any jurisdiction;
- we reasonably suspect you of acting in breach of this Agreement;
- we reasonably suspect you have breached our policy on prohibited countries available at <https://www.voimagold.com/banned-jurisdictions>;
- we have concerns that a transaction is erroneous or about the security of your Voima Account or if we suspect our services are being used in a fraudulent or unauthorized manner;
- we suspect money laundering, terrorist financing, fraud, or any other financial crime;
- use of your Voima Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Voima Account activity; and/or
- you take any action that may circumvent our controls or abusing promotions which we may offer from time to time.

8.2. Account limitation results in a temporary or permanent loss of access to a certain specific part or parts of the services we offer. Account suspension results in a temporary loss of access to most parts of the services we offer. Account termination results in permanent loss of access to all services. As a result of restriction, suspension, or termination, your access to your Voima Account and the withdrawal of Asset(s) may be delayed or denied.

8.3. We may also refuse to complete, block or reverse a transaction you have authorized where there is insufficient Assets in your Voima Account to cover the transaction and (where applicable) associated fees at the time that we receive notification of the transaction or if any other payment method linked to your Voima Account is declined.

8.4. If we refuse to complete, block or reverse a transaction and/or limit, suspend or terminate your Voima Account, we will (unless it would be unlawful for us to do so) provide you with notice of our actions, reasons for them, and where appropriate, with procedure for correcting any errors that led to the action. We will lift the limitation or suspension as soon as reasonably practicable once the reasons for limitation or suspension no longer exist. However, we are under no obligation to allow you to reinstate a transaction at the same price or on the same terms as the refused, reversed, or blocked transaction.

8.5. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or terminating your Voima Account, may be based on confidential criteria that are

essential for our risk management and security protocols. You agree that we are under no obligation to disclose the details of its risk management and security procedures to you.

8.6. On termination of this Agreement for any reason, unless prohibited by applicable law or by any court order or other order to which Voima is subject to in any jurisdiction, we may but are not obligated to give you a one month notice.

8.7. If we limit, suspend or terminate your use of Voima Account for any reason, we reserve the right, but are under no obligation, to require you to re-complete the procedures outlined at Section 3.3. (Identity Verification) as well as require any other clarification and documentation before permitting you to transfer or withdraw funds from your Voima Account.

9. Data Protection

9.1. You accept that we may process personal data concerning you (if you are an individual), and personal data that you have provided (or in the future provide) to us about your associates, or other individuals, in connection with this Agreement. We will process this personal data per our Privacy Policy. Thus, you confirm that:

- your disclosure to us of any personal data relating to individuals other than yourself was or will be made following all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed;
- before providing any such personal data to us, you acknowledge that you have read and understood our Privacy Policy, a copy of which is available here: [Privacy Policy](#), and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided the individual with a copy of, or directed the individual towards a webpage containing that Privacy Policy (as amended from time to time); and
- If from time to time we provide you with a replacement version of the Privacy Policy, you will promptly read that notice and provide updated copies of the Privacy Policy to, or re-direct towards a webpage containing the updated Privacy Policy, any individual whose personal data you have provided to us.

9.2. You may delete your Voima Account at any time by canceling any pending transactions and withdrawing all balances and notifying our customer support about your willingness to delete your Voima Account. You will be required to pay any outstanding amounts owed to us.

10. Security

10.1. Any loss or compromise of your electronic device or your security details may result in unauthorized access to your Voima Account by third parties and the loss or theft of any funds held in your Voima Account and any associated accounts, including your linked payment

accounts. You must keep your security details safe at all times. For example, you should not write them down or otherwise make them visible to others.

10.2. You should never allow remote access or share your computer screen with someone else when you are logged on to your Voima Account. Voima will never under any circumstances ask you for your login credentials such as passwords, or 2-factor authentication codes or to screen share or otherwise seek to access your computer or account. You should not provide your details to any third party for the purposes of remotely accessing your Voima Account unless specifically authorised in accordance with Section 3.5. Always log into your Voima Account to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

10.3. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of Voima and/or failure to follow the requirements set out in this Section 10, or follow or act on any notices or alerts that we may send to you.

10.4. If you suspect that your Voima Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and / or Voima (together a "Security Breach"), you must:

- notify Voima's customer support as soon as possible by email free of charge at: contact@voimagold.com or by calling +358 9 612 1917
- continue to provide accurate and up to date information throughout the Security Breach; and
- you must take any steps that we reasonably require to reduce, manage, or report any Security Breach.

10.5. Failure to provide prompt notification of any Security Breach may be taken into account in our determination of the appropriate resolution of the matter.

10.6. Voima is not liable for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing, spoofing, or other attacks. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us.

11. Warranty

11.1. VOIMA WARRANTS THAT IT HAS THE RIGHT TO GRANT THE LICENCE AS SET OUT IN THIS AGREEMENT AND (EXCEPT WHERE OTHERWISE STATED IN THIS AGREEMENT) WILL USE ITS COMMERCIALY REASONABLE ENDEAVOURS TO PROTECT THE

SECURITY AND INTEGRITY OF THE VOIMA ACCOUNT. SUBJECT ONLY TO THIS EXPRESS WARRANTY THE PLATFORM AND THE SERVICES INCLUDING, WITHOUT LIMITATION, THEIR CONTENT, FEATURES AND ANY RELATED SERVICES, ARE PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS AT CLIENT'S SOLE RISK AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND.

11.2. VOIMA DOES NOT GUARANTEE THAT THE VOIMA ACCOUNT OR ANY RELATED SERVICES OR PART OF THEM WILL BE AVAILABLE TO OR ACCESSIBLE BY CLIENT.

12. Limitation of Liability

12.1. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT ANY LIABILITY TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE REGULATIONS. THIS DOES NOT IN ANY WAY CONFER GREATER RIGHTS THAN THE CLIENT WOULD OTHERWISE HAVE AT LAW.

12.2. SUBJECT ONLY TO CLAUSE 13.1. VOIMA'S TOTAL AGGREGATE LIABILITY FOR ANY INDIVIDUAL CLAIM OR SERIES OF CONNECTED CLAIMS FOR LOSSES, COSTS, LIABILITIES OR EXPENSES WHICH YOU MAY SUFFER ARISING OUT OF, OR IN CONNECTION WITH, ANY BREACH BY VOIMA OF THIS AGREEMENT SHALL BE LIMITED TO A MAXIMUM AGGREGATE VALUE OF THE COMBINED VALUE OF FIAT CURRENCY HOLDINGS AND GOLD HOLDINGS IN YOUR VOIMA ACCOUNT AT THE TIME OF THE RELEVANT CLAIM.

12.3. SUBJECT ONLY TO CLAUSE 13.1, IN NO EVENT, SHALL VOIMA BE LIABLE FOR:

- (a) ANY LOSS OF GOODWILL, REPUTATION OR OPPORTUNITY; ANY LOSS OF REVENUE OR PROFITS; ANY LOSS OF ANTICIPATED SAVINGS; OR ANY LOSS OF OR CORRUPTION OF DATA;
- (b) ANY LOSS OR DAMAGE ARISING OUT OF ANY BREACH OF THIS AGREEMENT ON THE PART OF THE CLIENT;
- (c) ANY LOSS OR DAMAGE ARISING OUT OF ANY ERROR BY THE CLIENT OR ANY USER IN INPUTTING THE CLIENT'S DATA INTO THE VOIMA ACCOUNT OR OTHERWISE MANIPULATING THE CLIENT'S DATA IN CONNECTION WITH THE VOIMA ACCOUNT; OR
- (d) ANY OTHER CLIENT OR USER ERROR OR ANY CLIENT HARDWARE OR PLATFORM OR INTERNET FAULTS OR FAILURES;

IN EACH CASE OF THE FOREGOING (a) - (d) WHETHER DIRECT OR INDIRECT; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE; WHICH IN EACH CASE OF THE FOREGOING ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY BREACH OR NONPERFORMANCE OF THIS AGREEMENT NO MATTER HOW FUNDAMENTAL (INCLUDING BY REASON OF VOIMA'S NEGLIGENCE) WHETHER OR NOT VOIMA HAD BEEN INFORMED OF OR WAS AWARE THAT THERE WAS A SERIOUS POSSIBILITY OF SUCH LOSS.

12.4. CLIENT WILL NOT, UNDER ANY CIRCUMSTANCES, BRING ANY CLAIMS OF ANY NATURE (WHETHER IN TORT (INCLUDING NEGLIGENCE) OR CONTRACT OR

OTHERWISE) AGAINST ANY OF VOIMA'S DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS WHERE SUCH CLAIMS ARISE OUT OF OR IN RELATION TO THE SUBJECT MATTER OF THIS AGREEMENT.

12.5. VOIMA shall not be considered in breach of this Agreement in the event of any failure or delay for reasons not within VOIMA's reasonable control, including but not limited to, war, disaster, acts of nature, power failure, failure of communications services or networks, labor stoppage, sabotage, computer virus, hacking, unrest or disputes, acts or omissions of Client or any third party including national and/or supranational government agencies or bodies and courts of law.

12.6. VOIMA may at any time and without giving any notice suspend the provision of all or any part of the Voima Account or related services to Client in whole or in part with immediate effect in the event of any of the force majeure circumstances described above, any legal or regulatory requirement, planned or unplanned maintenance and upgrading of the Voima Account or related infrastructure, any breach of this Agreement by Client and/or action by Client which is prejudicial or potentially prejudicial to the Voima Account, VOIMA or other clients.

12.7. Voima Account and related services are provided to Client solely for Client's benefit and use in accordance with the terms of this Agreement. VOIMA accepts no liability or responsibility to any third party who gains access to the Voima Account as a result of any act or omission by Client or otherwise. Client agrees to indemnify VOIMA and the VOIMA Affiliates and its and their officers, agents, directors, employees, contractors, and advisors on demand against any liabilities, costs, claims, losses, expenses (including but not limited to legal fees) and damages arising out of or relating to any claims against VOIMA, VOIMA's Affiliates and its and their directors and employees by any such third party, including but not limited to any claim by any third party which has access to data derived from the Voima Account or related services.

12.8. Nothing in this document constitutes investment recommendation or an offer for the purchase or sale of gold, any gold-related products, or services or any other products, services, securities, or financial instruments. This document does not suggest the future or expected value of gold, any gold-related products or services, or implicitly recommend or suggest an investment strategy of any kind.

12.9. Client agrees to indemnify Voima and Voima's Affiliates and its and their officers, agents, directors, employees, contractors, and advisors on demand against any liabilities, costs, claims, losses, expenses (including but not limited to legal fees) and damages arising out of or relating to any breach of this Agreement by Voima.

13. Governing Law & Jurisdiction

13.1. This Agreement shall be governed by and construed under the laws of Finland without regard to its choice-of-law provisions. In the event of a dispute arising out of or in connection with this Agreement you agree that all disputes, claims, and proceedings shall be resolved in the first instance by the district court of Helsinki, Finland.

14. Miscellaneous

14.1. We may transfer or assign any of our rights and obligations arising under this Agreement to any party at any time, but this will not affect your rights or our obligations under this Agreement. You may not, however, transfer or assign any of your rights or obligations under this Agreement to any other party.

14.2. This Agreement (as amended from time to time) and any document expressly referred to in them contains the entire agreement and understanding between you and us in respect of all matters which are referred to herein and supersedes any prior written or oral agreement relating to such matters. No oral explanation or oral information given by either of us shall alter the interpretation of this Agreement. You confirm that, in agreeing to accept this Agreement, you have not relied on any representation that is not expressly included herein. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

14.3. If any part of provision this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from this Agreement and shall not affect the validity and enforceability of any of the remaining provisions of the Agreement.

14.4. Our failure to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly outlined in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise permitted under law.