

TERMS AND CONDITIONS

Effective August 1, 2025

These Terms and Conditions (“Terms”) constitute the contractual agreement between you, whether personally or on behalf of an entity (“you”) and Troy Gold Trading, LLC and its Affiliates (collectively “Troy Gold”, “we,” “our,” or “us”), concerning your access to and use of our products, services and applications including, but not limited to, the use of our website, applications, and customer portal (collectively, the “Platform”). “Affiliates” shall mean corporations, limited liabilities or other entities controlled, controlled by or under common control with Troy Gold, where “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. The Contents (as defined below) on the Platform are provided by Troy Gold as a service to you and its customers and may be used for informational purposes only. All uses of the Contents and the Platform are subject to these Terms. You agree that by accessing the Platform or Contents, you have read, understand, and will abide by these Terms. By checking any box to consent, viewing the Platform, using services developed by Troy Gold, or downloading any Contents from the Platform, you agree to these Terms. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE PLATFORM AND ACCESSING OR DOWNLOADING ANY CONTENTS, AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. We will alert you about any changes by updating the “Last Updated” date of these Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Platform after the date such revised Terms are posted.

The Platform is intended for users who are at least 18 years of age.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING A CLASS ACTION WAIVER THAT SUBJECT YOU TO THE JURISDICTION OF THE UNITED STATES OF AMERICA (UNLESS YOUR TERMS OF SERVICE STATE OTHERWISE) AND MAY AFFECT YOUR RIGHTS UNDER THESE TERMS AND CONDITIONS WITH RESPECT TO ANY AND ALL DISPUTES YOU MAY HAVE WITH THE COMPANY. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL AGREEMENT TO ARBITRATE AS PROVIDED BELOW.

1. License.

Subject to the restrictions herein, Troy Gold hereby grants you (and you accept) a non-exclusive, non-transferable license (the “License”) to access and use the Platform solely for the purposes intended by Troy Gold. Under the Terms, you are not granted title to any intellectual property in the Platform or the Contents, and all such rights remain with Troy Gold and its third-party providers. The License is subject to the following restrictions: you may not (a) modify the Platform or the Contents or use them for any commercial purpose, or any public display, performance, sale, or rental; (b) decompile, reverse engineer, or disassemble Platform or

the Contents except and only to the extent permitted by applicable law; (c) remove any copyright or other proprietary notices from the Platform or the Contents; or (d) transfer the Platform or the Contents to another person. The Contents and the Platform are protected by copyrighted, trademark and other intellectual property laws. No title or intellectual property rights are transferred to you or any third-party through the use of or access to the Platform or Contents. All rights not expressly granted to you are hereby reserved by Troy Gold or any respective third-party owner of such rights. Troy Gold shall have the right to assert and enforce the provisions of this section directly on its own behalf.

Troy Gold may terminate this License at any time if you are in breach of these Terms. Upon termination, you agree to immediately destroy any copies of the Contents in your possession (unless you are otherwise permitted to retain certain copies in accordance with the Troy Gold Terms of Service).

2. Use of Marks.

The use or misuse of any Troy Gold or third-party trademarks, service marks on the Platform or any Contents is strictly prohibited. The Platform is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics, illustrations, designs, icons, clips, and other materials on the Platform (collectively, the “Contents”) are copyrighted works, trademarks, trade dress, or other intellectual properties owned, controlled, or licensed by Troy Gold, our service providers or used under principles of “fair use.” The Contents are provided on the Platform “AS IS” for your information and personal use only.

3. Prohibited Activities.

You may not access or use the Platform for any purpose other than that for which we make the Platform available. The Platform may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Platform, you agree not to:

- a. Distribute log in details, usernames, passwords or other credentials (jointly, “Credentials”) so that more than one user shares Credentials.
- b. Sell or otherwise transfer your profile.
- c. Use a buying agent or purchasing agent to make purchases on the Platform.
- d. Use the Platform to advertise or offer to sell goods or services.
- e. Use the Platform as part of any effort to compete with us or otherwise use the Platform and/or the Contents for any revenue-generating endeavor or commercial enterprise.
- f. Attempt to impersonate another user or person or use the Credentials of another user.

- g. Trick, defraud, or mislead us or other users, especially in any attempt to learn sensitive account information such as user passwords.
- h. Engage in unauthorized framing of or linking to the Platform.
- i. Make improper use of our support services or submit false reports of abuse or misconduct.
- j. Use the Platform, or any information obtained from the Platform to harass, abuse, intimidate, threaten or harm another person.
- k. Delete the copyright or other proprietary rights notice from the Platform or the Contents.
- l. Circumvent, disable, or otherwise interfere with security-related features of the Platform, including features that: (a) prevent or restrict the use or copying of any Contents; (b) enforce limitations on the use of the Platform and/or the Contents contained therein; or (c) prevent or restrict access to any portion of the Platform.
- m. Copy, adapt, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Platform.
- n. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots or similar data gathering and extraction tools.
- o. Systematically retrieve data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from us.
- p. Make any unauthorized use of the Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- q. Interfere with, disrupt, or create an undue burden on the Platform or the networks or services connected to the Platform.
- r. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters or interferes with the use, features, functions, operation or maintenance of the Platform.
- s. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- t. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper or offline reader that accesses the Platform, or using or launching any

unauthorized script or other software.

u. Post or transmit any unlawful, threatening, libelous, defamatory, obscene, pornographic, indecent or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or violate any law or regulation

v. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform.

w. Use the Platform in a manner inconsistent with any applicable laws or regulations.

4. User Submissions.

a. Except as otherwise expressly specified in our Privacy Policy, Terms of Service, on our website pages, or in these Terms, any information, communications or materials that you post or transmit on the Platform (“Communications”) are, and will be treated as, non-confidential and non-proprietary, and shall forever be the exclusive property of Troy Gold. By transmitting or posting any Communications on the Platform, you grant to Troy Gold or its designees a perpetual, royalty-free, fully paid-up world-wide license to use, distribute, sublicense, lease and market (directly or indirectly through agents and distributors), display, perform, modify and have modified, reproduce, copy and have copied, publish, and prepare derivative works thereof in any form and format and in any media in existence or hereinafter developed, the Communications and any and all information contained therein. Troy Gold and its designees will be free to copy, disclose, distribute, incorporate, and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein for any and all commercial or non-commercial purposes.

5. User Representations: Indemnification.

a. You represent and warrant that: (a) the information you provide to Troy Gold on any forms on the Platform is true and accurate; (b) you will at all times comply with all applicable laws, rules, and regulations with respect to your use of the Platform; (c) you will not use the Platform in connection with making Communications, or otherwise, to infringe, misappropriate or violate the rights of Troy Gold or third parties; (d) you will only make Communications of information to which you have sufficient rights to grant the license set forth in Section 5, above; and (e) you will comply at all times with these Terms for the Platform as they may be amended from time to time by Troy Gold.

b. By accessing and/or using the Platform under these Terms, you further agree to the terms of Troy Gold’s Privacy Policy, including but not limited to policies regarding disclosure of personally identifiable information. The Privacy Policy may be found at Privacy@TroyGoldLLC.com

c. If you are granted access to any protected areas of the Platform by a password protected account, you agree to be responsible for maintaining the confidentiality of the password(s) of such account(s), and to be fully responsible for all activities that relate to the use or misuse of your password(s). You agree to notify Troy Gold immediately of any unauthorized use of your

password(s).

d. You agree that with respect to any special promotions or other similar activities offered on the Platform, that you will abide by the rules established by Troy Gold for such activities as described on the Platform.

e. You will indemnify and hold harmless Troy Gold and its Affiliates against any and all judgments, settlements, penalties, costs and expenses (including attorneys' fees) paid or incurred in connection with claims due to, resulting from or arising in connection with Communications made distributed, displayed, transmitted or published by you, including but not limited to those attributable to (a) infringement, misappropriation or violation of any copyrights or other proprietary rights of any third-party, and (b) errors in or omissions from such Communications.

6. No Warranty.

THE CONTENTS AND THE PLATFORM ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, FITNESS FOR ANY PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE, ANY WARRANT THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE, AND THAT ADEQUATE SUPPORT FOR THE PLATFORM WILL BE PROVIDED. Troy Gold and its service providers further do not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within the Platform or the Contents. Troy Gold may make changes to the Contents and the Platform at any time without notice. Troy Gold makes no commitment to update the Contents or the Platform. Neither Troy Gold nor its service providers warrant that the Platform or associated server computers are free of viruses or other harmful components. You solely (and not Troy Gold) assume the entire cost of all necessary servicing, repair, or correction to your equipment, computers, software, or data resulting in any way from viewing or downloading the Contents or otherwise using the Platform. You are solely responsible for providing, maintaining, and troubleshooting any internet connection required to use the Platform. Further, you agree that Troy Gold is not responsible in any way for your inability to use the Platform due to problems attributable to such connection.

YOU SPECIFICALLY AGREE THAT Troy Gold SHALL NOT BE RESPONSIBLE FOR THE COMMUNICATIONS UPLOADED TO THE PLATFORM BY YOU, THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION(S) OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY TRANSMISSION(S) ENTERED IN THROUGH THE SERVICES, ANY EXPENSES, DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSIONS, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FOR ANY OTHER CAUSE OF ACTION. YOU ALSO AGREE THAT Troy Gold IS NOT RESPONSIBLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY THIRD-PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL

PROPERTY RIGHTS.

7. Disclaimer.

IN NO EVENT SHALL Troy Gold BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION OR DATA) ARISING OUT OF THE USE OF OR INABILITY TO USE THE CONTENTS OR PLATFORM, EVEN IF Troy Gold HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE TOTAL AMOUNT OF OUR LIABILITY TO YOU WILL BE LIMITED TO FIFTY DOLLARS (\$50). PURSUANT TO THE JURISDICTIONS WHICH PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. Links To / From Other Sites.

a. Third-party sites may be linked to or from the Platform. Such linked sites are not under the control of Troy Gold, and Troy Gold is not responsible for the content of any linked site or any link contained in a linked site. These links may be provided merely for the convenience of our users. Troy Gold reserves the right to terminate any link or linking program at any time. Troy Gold does not endorse, sanction, or verify companies or products to which it links, unless it expressly states otherwise. If you decide to access any of the third-party sites linked on the Platform, you do this entirely at your own risk. Concerns regarding a third-party site should be directed to the third-party site.

9. Governing Law and Dispute Resolution

a. Governing Law:

These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflicts of law principles.

b. Arbitration Agreement:

Any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or invalidity thereof, shall be finally settled under the Rules of Arbitration of the London Court of International Arbitration (LCIA), which Rules are deemed to be incorporated by reference into this clause.

- The seat, or legal place, of arbitration shall be London, United Kingdom.
- The arbitration tribunal shall consist of one arbitrator, unless the parties agree otherwise.
- The language to be used in the arbitral proceedings shall be English.

- The governing law of the arbitration agreement shall be English law.

c. Class Action and Consolidation Waiver:

All arbitration proceedings shall be conducted on an individual basis only. The parties expressly waive any rights to participate in or bring class, collective, or representative actions or claims. Claims may not be consolidated with claims of any other party unless agreed in writing by all parties involved.

d. Confidentiality:

All aspects of the arbitration, including the proceedings and the award, shall be treated as confidential.

e. Injunctive Relief:

Nothing in this clause shall prevent either party from seeking urgent injunctive or equitable relief before any court of competent jurisdiction for the purposes of enforcing intellectual property rights or preserving the status quo pending resolution of a dispute.

10. General.

a. Troy Gold maintains offices within the United Arab Emirates from which it may administer the Platform. Troy Gold makes no representation that Contents nor the Platform are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. Those who choose to access the Platform from other locations do so on their own initiative and are responsible for compliance with applicable local laws. You are solely responsible for ensuring that your access to the Platform does not violate the laws of your jurisdiction.

b. You may terminate your access to the Platform at any time. Troy Gold may suspend or discontinue providing the Contents to you with or without cause and without notice. Troy Gold may pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.

c. Notices. Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically on the Platform by Troy Gold. Notices shall be deemed to have been properly given: (1) on the date deposited for postal mail; (2) on the date first made available, if displayed on the Platform; or (3) on the date received, if delivered in any other manner. Notices to you may be sent to any of the addresses provided by you on any form on the Platform. Except as expressly directed otherwise by Troy Gold herein or elsewhere on the Platform, notices to Troy Gold should be sent to: Legal@TroyGoldLLC.com

d. Governing Law; Jurisdiction; Costs. These Terms are governed by the laws of the England and Wales, without regard to its conflict or choice of law provisions. You acknowledge and agree that London is the agreed venue for any litigation and that all such proceedings shall be administered exclusively by the London Court of International Arbitration (LCIA) in accordance with its Rules. In the event that any dispute under the Arbitration Section is appealed, or any collection action, suit or other judicial proceeding is commenced, the prevailing party in any such collection action, suit or judicial proceeding shall be entitled to recover its costs and reasonable attorneys'

fees incurred.

e. Assignment. You may not assign your rights or delegate your duties under these Terms.

f. Entire Agreement. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof. All prior agreements, understandings, negotiations or representations, whether oral or in writing, relating to the subject matter hereof are superseded and canceled in their entirety.

g. No Waiver. The failure of Troy Gold to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

h. Severability. If any provision hereof is adjudged to be invalid, void, or unenforceable, the parties agree that the remaining provisions hereof will not be affected thereby, that the provision in question may be replaced by the lawful provision that most nearly embodies the original intention of the parties, and that these Terms for the Platform will in any event remain valid and enforceable.