

Legal Notice

February 2024



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1. PURPOSE OF THIS LEGAL NOTICE

The purpose of this legal notice (**Legal Notice**) is to inform you about the entity that provides this website, and to include the terms and conditions applicable to the access and use of the website.

This Legal Notice will be available at all times on the Website.

Any use of the Gold Bullion Services offered in the Platform in which the Website is integrated will be subject to the acceptance of its own <u>terms and conditions</u>.

Accessing, using and browsing the Website may involve the installation of cookies or similar devices. For more information regarding the use of cookies, please see our <u>Cookie Policy</u>.

The use of the Website is free of charge. However, the Website User is responsible for all costs associated with accessing and using the Website, such as the costs charged by the Website User's Internet service provider for accessing and using the Website.

2. PROVIDER OF THE WEBSITE

Xoro Gold Systems, S.L. (**XORO**) is the provider of the website currently available at www.xorogold.com (**Website**) to users who access or use it by any means (**Website User(s)** or **you**).

XORO, with NIF B56520851, has its registered office at Calle Príncipe de Vergara 112, Planta Cuarta, 28002, Madrid, and can be contacted at the email address enquiries@xorogold.com. XORO is registered in the Commercial Registry of Madrid in volume 45654, page 131, sheet M-802754.

The ODR Platform of the European Commission is available at http://ec.europa.eu/consumers/odr/. However, XORO does not have a legal obligation to participate in alternative dispute procedures before a consumer arbitration board.

3. IMPORTANT INFORMATION

Please be aware that:

- The products and services described on this site are not available for residents in countries where such distribution is not permitted by the laws of the country.
- Any personal information we collect from this website may be passed on to our dealers
 and merchant counter parties for the purpose of facilitating gold bullion transactions with
 you, our trusted third party service providers and other entities in accordance with the
 applicable regulations and regulatory requirements. Please read our <u>Privacy Policy</u>.
- The purchase of gold bullion is subject to price movements and you agree to do so at your own risk.

2 www.xorogold.com



4. MINIMUM AGE

The minimum age to use the Website is 18 years old, therefore the use of the Website by persons under this age is prohibited. By using the Website, you acknowledge that you are 18 years of age or older. Therefore, the use of the Website by persons under 18 years of age is contrary to this Legal Notice.

5. OBLIGATIONS

The use of the Website is subject to the following obligations and to any other provided for in this Legal Notice:

- To use the Website for strictly personal purposes; in no case for purposes that have a commercial or profit-making motives. That is, without prejudice to the possibility of using the Platform for commercial or profit-making purposes.
- To access the Website through properly secured devices and to use adequate communication means (Internet access, telephone, etc.) and payment providers. XORO does not assume any kind of responsibility derived from the services provided by these suppliers or other third parties.
- Not to establish frames that may frame the Website or its contents, as well as any type of application or software that allows the visualisation of part or all of the Website through other web pages.
- Not to use, in any way, any part or all of the Website in a manner that may violate the laws on unfair competition.
- Not to use of links that direct to the Website, which must be authorised by XORO on a case-by-case basis and in writing.
- Not to introduce computer viruses or any other type of malware in the Website that may cause damage to XORO or any third party.
- Not to perform acts that in any way undermine or could undermine the reputation of XORO or third parties.
- Not to impersonate another person to access the Website or interact with XORO impersonating the same.
- Not to use the Website in any way that violates the applicable regulations, this Legal Notice or goes against the legitimate interests of XORO or third parties.
- Not to modify or eliminate in any way the security, protection or identification devices established by XORO or its legitimate owners.

3 www.xorogold.com



6. LIABILITY

XORO shall not be liable for acts or omissions attributable to third parties over which it has no control and, in particular, for the following:

- Lack of availability, continuity, access, maintenance and effective functioning of the Website and/or its functionalities, products, services, and updating, accuracy attributable to third parties.
- Technical failures attributable to third parties or force majeure that prevent the proper functioning of the Website.
- Illicit, negligent, fraudulent use, contrary to the terms of this Legal Notice, or to the good faith, of the Website by the Website Users.
- For violations or infringements that may be committed by third parties of applicable regulations or third party rights, including intellectual property rights, business or trade secrets, privacy rights, honour, image, property, advertising or competition.
- For the reception, storage, acquisition, distribution or transmission of content by Website Users.

7. INTELLECTUAL PROPERTY AND LICENSE FOR USE

All rights over the Website and any of its elements are the exclusive property of XORO and/ or third parties, where applicable. It is expressly forbidden to reproduce, distribute, publicly communicate (including its modality of making available), transmit, transform, adapt, translate or use in any other way different from the one expressly allowed in this Legal Notice, all or part of the Website and and/or of the elements that compose it.

Website Users only have a licence to access and use the Website which is non-transferable, limited in time to the effective use of the Website and with the sole purpose of being able to access or use the Website for their own personal purposes. Such licence automatically terminates upon termination of the access or use of the Website.

8. MODIFICATION

We may modify the content of this Legal Notice at any time always in accordance with applicable law. We will publish the new modified Legal Notice on our Website, where you will be able to check the date of the last update.

Last updated: February 2024.

4 www.xorogold.com