



## Terms & Conditions of EXAU Gold

These Terms govern

- the use of [exaugold.io](https://exaugold.io), and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

Icewealth.ch is provided by: Ephelia Capital Sagl, Via Nassa 3A 6900 Lugano

Owner contact email: [info@icewealth.ch](mailto:info@icewealth.ch)

EXAU Gold may amend these Terms at any time. Amendments will be effective 14 (fourteen) days after the modified terms and conditions have been posted on the Site, except for amendments that relate to new features or made for legal reasons, which will become effective immediately. If the User does not agree to such modified terms, she/se should discontinue the use of the Services.

What the User should know at a glance

Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Qualified investors or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.

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### TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using [Icewealth.ch](https://icewealth.ch). Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using [Icewealth.ch](https://icewealth.ch), Users confirm to meet the following requirements:

- To fulfill the conditions to be qualified as either a Qualified or Professional investor;
- To be resident in a country which allows the services offered by Ephelia Capital and especially not to be a US Person.

### Account registration

To use the Service Users may register or create a User account, providing all required data or information in a complete and truthful manner.

Users may also use the Service without registering or creating a User account, however, this may cause limited availability of certain features or functions.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by [Icewealth.ch](https://icewealth.ch).

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

### Conditions for account registration

Registration of User accounts on [Icewealth.ch](https://icewealth.ch) is subject to the conditions outlined below. By registering, Users agree to meet such conditions.



- To fulfill the conditions to be qualified as either a Qualified or Professional investor;
- To answer the required question with correct and true information .

### **Account termination**

Users can terminate their account and stop using the Service at any time by directly contacting the Owner at the contact details provided in this document.

### **Account suspension and deletion**

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts which it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

### **Deposit**

By accessing and/or using the Service, You acknowledge and agree that the Owner shall not receive any deposits (as defined in the Swiss Banking Act) from the investor, that the Owner is not subject to the supervision of the Swiss Financial Markets Supervisory Authority (FINMA), and that, therefore, no deposit insurance for the pre-purchaser deposits is available.

### **Security**

You acknowledge to be aware and you agree that in case the Tokens offered are qualified as a security, it is a liability of the Token issuer, and not of the Owner to publish the corresponding Prospect.

### **Use of Blockchain technology**

You acknowledge and agree that the Owner cannot guarantee the confirmation of any transaction on any blockchain network. The Owner has no control over any blockchain network. In no event will the Owner be liable for any loss or damages arising from or related to the storage of Your Tokens.

### **Content on Icewealth.ch**

Unless otherwise specified or clearly recognizable, all content available on Icewealth.ch is owned or provided by the Owner or its licensors. The Owner undertakes its utmost effort to ensure that the content provided on Icewealth.ch infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result. In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

### **Rights regarding content on Icewealth.ch - All rights reserved**

The Owner holds and reserves all intellectual property rights for any such content. Users may not therefore use such content in any way that is not necessary or implicit in the proper use of the Service. In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on Icewealth.ch, nor allow any third party to do so through the User or their device, even without the User's knowledge. Where explicitly stated on Icewealth.ch, the User may download, copy and/or share some content available through Icewealth.ch for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented. Any applicable statutory limitation or exception to copyright shall stay unaffected.

### **Access to external resources**



Through Icewealth.ch Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability. Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

### **Acceptable use**

Icewealth.ch and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law. Users are solely responsible for making sure that their use of Icewealth.ch and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to Icewealth.ch or the Service, terminating contracts, reporting any misconduct performed through Icewealth.ch or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

### **Liability and indemnification**

#### **Limitation of liability**

In no event will Ephelia Capital, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for any loss or damages, including without limitation, direct, indirect, special, consequential, or punitive loss or damages, arising from or related to the use of the Services, whether in an action of contract, tort or otherwise, and regardless of whether such damages were foreseeable and whether or not Ephelia Capital was advised of the possibility of such damages.

Without limiting the generality of the foregoing, Ephelia Capital takes no responsibility for and will not be liable for any financial or other loss or damages arising from or related to the use of the Services, including, without limitation, to any of the following: (i) technical failure, malfunction or shutdown; (ii) server failure, hacks or unavailability; (iii) data loss; (iv) stolen, lost, or unauthorized use of the User's means of authentication; (v) errors calculating network fees; (vi) corrupted data on Ephelia Capital's servers; (vii) failure to update or provide correct information; (viii) "phishing" or other websites masquerading as Ephelia Capital; (ix) delays, interruption or loss of services; (x) loss of business or goodwill.

The Services are provided on an "as is" and "as available" basis without any representation or warranty of any kind, whether express or implied, to the maximum extent permitted by applicable laws. the User assumes all risks relating to online or offline communications and interactions with other Users of the Services and with other persons with whom the User communicates or interacts as a result of the use of the Services. Ephelia Capital makes no representations or warranties as to the conduct of Users of the services. The User agrees to take reasonable precautions in all communications and interactions with other Users of the Services and with other persons with whom she/he communicates or interacts as a result of the use of the services, particularly if the User decides to meet offline or in person.



This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the company has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the User. The terms give the User specific legal rights, and the User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

### **Indemnification**

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's willful misconduct; or
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

### **Common provisions**

#### **No Waiver**

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

#### **Service interruption**

The Owner will make reasonable efforts to keep the Services operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. Moreover, to ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or terminate the Service altogether. If the Service is terminated, the Owner will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" (eg. labor actions, infrastructural breakdowns or blackouts etc).

#### **Service reselling**



Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of Icewealth.ch and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling program.

### **Anti money laundering and counter terrorist financing**

The Owner is committed to applying the Swiss Anti Money Laundering Act to provide You with safe, compliant, and reputable Services. This includes monitoring of suspicious transactions and mandatory reporting to the supervisory authorities.

In particular, the Owner is required by law to obtain, verify, and record information identifying any person accessing and/or using certain Services. Therefore, to access and/or use certain Services You have to follow a KYC (Know Your Customer) process in order to verify Your identity.

You have to provide true, current and complete information about Yourself during the KYC process. If You are a representative of a corporation, governmental organization or other legal entity, You must prove that You have the right, power and authority to enter into these Terms on behalf of the corporation, governmental organization or other legal entity and to legally bind it to these Terms.

In addition, the Owner may require You to provide documentation to verify the information You have submitted to the Owner including, without limitation, an identification card or a passport, a utility bill, a bank statement or any document proving Your identity issued by a governmental body.

The Owner shall keep certain information and documentation on file for a period of ten years after the termination of the relevant business relationship or from the completion of the relevant transaction.

### **Sanctioned countries**

Your access and/or use of the Services is subject to international economic sanctions requirements. By accessing and/or using the Services, You agree that You will comply with those requirements. In particular, You shall not access and/or use the Services if: (1) You are in, under the control of, or a national or resident of a country subject to UN sanctions (a "Sanctioned Country"), or if You are a person on the sanctions/embargos list published by the Swiss State Secretariat for Economic Affairs (a "Sanctioned Person"); or (2) You intend to supply any Tokens to a Sanctioned Country (or a national or resident of a Sanctioned Country) or Sanctioned Person.

### **Knowledge required**

By accessing and/or using the Services, You represent and warrant that (i) You fully understand and have significant experience of tokens, cryptocurrencies and digital assets, as well as of blockchain-based infrastructures and services, and (ii) You fully understand the risks associated with the trading of tokens, cryptocurrencies and digital assets as well as the mechanics related to the use of such tokens, cryptocurrencies and digital assets (including with respect to their storage and exchange).

By accessing and/or using the Services, You acknowledge that, tokens, cryptocurrencies and digital assets, including the Tokens, trading markets are extremely volatile and shift quickly in terms of, among others, liquidity, market depth and other characteristics. There is no guarantee against losses for accessing and/or using the Services. Also, tokens, cryptocurrencies and digital assets, including the Tokens, are not suitable for people without the relevant knowledge and/or experience. By accessing and/or using the Services, You further represent and guarantee that You are aware of the risks related to tokens, cryptocurrencies and digital assets, for which You are solely responsible and liable.

### **Privacy policy**

To learn more about the use of their Personal Data, Users may refer to the privacy policy of Icewealth.ch.



### **Intellectual property rights**

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to Icewealth.ch are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks – nominal or figurative – and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with Icewealth.ch are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

The unauthorized dissemination, copying, deletion or any other violation of intellectual property rights and copyrights of Ephelia Capital are punishable under both civil and criminal law.

### **No regulatory supervision**

Although the Owner is currently subject to the supervision of the Swiss Financial Markets Supervisory Authority (FINMA), this supervision is limited to its asset management activity. The only supervision related to EXAU Gold relates to the Anti Money Laundering Regulation.

### **Changes to these Terms**

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User for the future.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service. Failure to accept the revised Terms, may entitle either party to terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If required by applicable law, the Owner will specify the date by which the modified Terms will enter into force.

### **Assignment of contract**

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

### **Contacts**

All communications relating to the use of Icewealth.ch must be sent using the contact information stated in this document.

### **Severability**

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

### **EU Users**



Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.

In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

### **Governing law**

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

### **Venue of jurisdiction**

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

### **Definitions and legal references**

#### **Icewealth.ch (or this Application)**

The property that enables the provision of the Service.

#### **Agreement**

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

#### **Business User**

Any User that does not qualify as a Consumer.

#### **European (or Europe)**

Applies where a User is physically present or has their registered offices within the EU, regardless of nationality.

#### **Qualified investor**

A professional investor according to Art. 4 par. 3 Swiss Financial Services Act.

#### **Owner (or We)**

Indicates Ephelia Capital Sagl, Via Nassa 3A 6900 Lugano.

#### **Service**

The service provided by Icewealth.ch as described in these Terms and on Icewealth.ch.

#### **Terms**

All provisions applicable to the use of Icewealth.ch and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

#### **User (or You)**

Indicates any natural person or legal entity using Icewealth.ch.

*Latest update: June 2021*