

## **VOG-TERMS AND CONDITION (WEBSITE)**

IN USING THIS WEBSITE, YOU ARE DEEMED TO HAVE READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS:

These terms and conditions together with the Privacy & Cookie Policy, constitute an agreement between the Client ("Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions.) and VOG BULLION AND GOLD LLC ( "VOG BULLION" "The Company", "Ourselves", "We" and "Us", refers to our Company or VOG BULLION AND GOLD LLC.) and its successors or assigns and govern the opening and use of any and all hedging Accounts (including any Accounts as may be reopened), the use of the Platform and the provision of Services by VOG BULLION and/or any of its Affiliates, and the execution of any Trade/hedging position.

By submitting the KYC form or documents, the Client confirms and warrants that it has read and understood the terms of the Agreement, that it has the capacity, authority, and ability to agree to the terms of the Agreement and to carry out its obligations as set out in the Agreement, and that it shall be bound by the terms of the Agreement. Where an Account is to be opened in joint Individual Client names, the Individual Client submitting the documents warrants and represents that all the joint Account holders have read, understood, and agree to be bound by the terms of the Agreement and that such Individual Client submitting the documents has all power and authority to bind each other joint Account holder to the terms of the Agreement.

The Client hereby agrees that where the Client opens their Account on the Platform, the electronic format of the Account Terms and Conditions, the Trading Terms and Conditions and the Privacy & Cookie Policy and any other terms of the Agreement does not in any way affect their validity or enforceability and agrees that VOG BULLION may communicate with the Client electronically for all aspects of the Client's account and/or use of the Platform and/or Services.

Where the Client has accepted and agreed to be bound by the terms of the Agreement by following the 'click through' process on the Platform or other softwares of VOG BULLION as part of the process of opening hedging account.

## 1. DEFINITIONS AND INTERPRETATION

The following words will have the meaning as defined below except where the context otherwise requires and in addition to where defined elsewhere herein:

- a. "Affiliate" means any person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common ownership or control with another person.
- b. "Account" means any account with VOG BULLION or any of its Affiliates which is opened (or re-opened) and maintained in the name of the Client from time to time, under which the Client may provide Trade Instructions either personally or through an appointed Trading Agent with/without the help of the software/platform.
- c. "Applicable Law" means any legislation, any common or customary law, constitution, decree, judgment, order, ordinance, treaty, or other legislative measure in any jurisdiction and any present or future directive, request, requirement, guidance or guideline (in each case, whether or not having the force of law but, if not having the force of law, compliance with which is in accordance with the general practice of persons to whom the directive, request, requirement, guidance or guideline is addressed);
- d. "Associated Persons" means any Affiliates of VOG BULLION and any employees, managers, officers, directors, associates, shareholders, agents, or representatives of VOG BULLION or of any Affiliates of VOG BULLION.
- e. "Business Day" means a day (other than Saturday and Sunday or UAE public/national holidays or international financial market holidays) from 9:00am to 9:00pm UAE time.
- f. "Client" means a Corporate Client or an Individual Client (as the case may be) who has applied for an Account with VOG BULLION.

- g. “Commodity (ies)” means bullion, silver and any other commodity sold and purchased pursuant to a Trade.
- h. “Client Funds” means any funds, in any currency, which are allocated to the Client’s Account.
- i. “Confidential Information” means the terms of the Agreement, all Instructions and details of any Trades, any Client information (whether personal or other information relating to the Client), any information relating to or provided by VOG BULLION or any of its Affiliates to the Client or a Trading Agent, all communications and any recordings made of communications between the Client and VOG BULLION and any and all other information which by its nature should reasonably be treated as secret and confidential, but excludes information which:
- i. at the time of receipt by VOG BULLION is in the public domain.
  - ii. subsequently comes into the public domain through no breach of the provisions of this Agreement or any obligations of confidence owed by either Party, its officers, employees or agents.
  - iii. is lawfully received by a Party from a third party on an unrestricted basis.
- j. “Corporate Client” means any company, partnership, sole proprietorship, corporation, trust, joint venture, or other legal entity who has applied for an Account.
- k. “Encumbrance” means any mortgage, charge, assignment (including by way of security), pledge, hypothecation, lien, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by a third party;
- l. “Excluded Risk” means a risk exclusion noted on VOG BULLION’S insurance policy from time to time.
- m. “Individual Client” means a natural person who has applied for an Account.

n. “VOG BULLION” means VOG BULLION AND GOLD LLC, a company incorporated in the emirates of Dubai United Arab Emirates under the jurisdiction of Dubai Economic Department (DED) with license number 649039 having office address at office 107-108, Hind Plaza 5B, Gold Souq, Deira, Dubai, United Arab Emirates;

o. “KYC Documentation” means such documentation as VOG BULLION may in its absolute discretion required from a client to determine the Client’s identity and to comply with any Applicable Law, internal policies implemented by VOG BULLION or current best practice. KYC Documentation may include, for an Individual Client, the individual’s identification documents and proof of address and, for Corporate Clients, the trade license, memorandum and articles of association and details and identification documents of any directors, managers or beneficial owners.

p. “Mark-Up” means VOG BULLION’S fee charged to the Client in return for executing each Trade (exclusive of Taxes), which Client must pay to VOG BULLION in addition to the Purchase Price or which VOG BULLION may deduct from the Sale Proceeds of each Trade (as applicable) and which is determined by reference to the weight of the Commodity in accordance with VOG BULLION’s pricing published through the platform or software.

q. “Material Adverse Effect” means, in relation to an event or circumstance, the occurrence and effect of which has or may have a material adverse effect, as determined by VOG BULLION in its discretion on:

(i) the financial situation or prospects of the Client;

(ii) the ability of the Client to perform and comply with any of its obligations in the Agreement; or

(iii) the validity or enforceability of the Trades or the Trading Terms and Conditions.

r. “Mobile Application” means the application which the Client may download to compatible devices for accessing their online Account and making Trades using the Platform.

- s. "Parties" means, together, VOG BULLION and the Client and "Party" means either of them individually.
- t. "Platform" means the software platform used by VOG BULLION to make the Trades and which the Client may submit Instructions to directly either via the Web Application or via the Mobile Application or any other software or platform offered by VOG BULLION.
- u. "Taxes" all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings, or other liabilities in taxation wherever chargeable (including, for the avoidance of doubt, income taxes, taxes on capital gain, customs and import taxes, withholding taxes and any penalty, fine, surcharge, interest, charges or costs relating to it.
- v. "Web Application" means the website through which a client may access its online Account and make Trades using the Platform;

## **Headings**

The paragraph headings in these Account Terms and Conditions are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provision.

## **Interpretation**

In these Terms and Conditions (unless otherwise provided):

- a. words importing the singular shall include the plural and vice versa.
- b. references to Clauses and Schedules are to be construed as references to the clauses of, and schedules to, these Terms and Conditions.
- c. references to any statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

- d. references to a person shall be construed as including references to an individual, firm, partnership, joint venture, company, corporation, body corporate, unincorporated body of persons or any state or any agency of a state; and
- e. references to any Party or any other person shall be construed so as to include their permitted assigns, transferees or successors in title.

### **ELIGIBILITY FOR AN ACCOUNT**

In order to be eligible to able to open an Account the following requirements must be met:

- a. where the Client is an Individual Client, the Client must be over eighteen (18) years old.
- b. where the client is a Corporate Client, the Client must be incorporated and hold and continue to hold at all times a valid and subsisting trade license.

### **AUTHORISATION OF CREDIT CHECKS**

The Client authorizes VOG BULLION or its agents to investigate the Client's credit standing and in connection therewith to contact such banks, financial institutions, and credit agencies as VOG BULLION shall deem appropriate to verify information regarding the Client.

Upon reasonable request made in writing by the Client to VOG BULLION, the Client shall be allowed to review any records maintained by VOG BULLION relating to the Client's credit standing, and the Client also shall be allowed, at the Client's sole cost and expense, to copy such records.

### **ANTI-MONEY LAUNDERING**

VOG BULLION may request any such KYC Documentation and other documentation as VOG BULLION may in its discretion decide including copies of Client's identification documents or the identification documents of the directors and ultimate beneficiaries of any Corporate Client, the trade registration and licenses of any Corporate Client and the lease or tenancy documents of any Individual Client. VOG BULLION may require the Client to update any required

'know your client' documentation at any time and failure to do so shall be considered a breach allowing termination of services by VOG BULLION.

Due to Anti-Money Laundering obligations placed on VOG BULLION and pursuant to VOG BULLION's own policies in respect of the same, VOG BULLION will only accept deposit(s) from a bank account in the Client's name. VOG BULLION will also not honour Withdrawal Requests or fund transfer requests if the Instructions direct the funds to an account in the name of a person other than the Client. All funds received from third party bank accounts and accounts where the name cannot be verified will be rejected.

## **INSTRUCTIONS**

The Client or its Trading Agent may give Instructions to VOG BULLION to hedge the position or conduct Trades, by telephone, e-mail, on the WhatsApp Account, through the Web Application or through the Mobile Application or via such other electronic or non-electronic means as may be accepted by VOG BULLION from time to time.

Instructions shall not be considered to be received by VOG BULLION unless they are given in a manner satisfactory to VOG BULLION and until VOG BULLION has actually received them. An Instruction shall not be considered received via the Platform if the Platform is suffering from downtime or malfunction for any reason, including internal error or action.

Any Instruction by the Client or its Trading Agent in respect of a Trade, once provided, shall be irrevocable except in the case of a limit order, which may be cancelled subject to the prior written consent of VOG BULLION. Notwithstanding the foregoing, VOG BULLION shall not be obligated to cancel any limit order.

VOG BULLION shall be entitled to rely on its belief in good faith that any such Instruction, given by whatever means, emanates from the Client or its Trading Agent, whether or not such Instruction is given personally by the Client or its Trading Agent and notwithstanding any error or misunderstanding or lack of clarity in the terms of any such Instruction.

The Client recognizes and accepts the risk of any error or misunderstanding and the risk of any Instruction being unauthorized or given by an unauthorized person and the Client acknowledges and agrees that VOG BULLION shall have no

obligation to verify the identity or authority of any Instructions given either by the Client or its Trading Agent. The Client agrees to be bound by all Instructions which VOG BULLION believes in good faith to have been given or authorized by the Client or its Trading Agent.

VOG BULLION reserves the right to reject any Instruction and refuse to make any associated Trade where the Instruction does not contain the information required by VOG BULLION.

The Client is responsible for the accuracy of any Instructions that are given to VOG BULLION, whether given directly by the Client or a Trading Agent. The Client must carefully check each Instruction for any errors and the Client acknowledges the inherent risk of providing instructions over the telephone. VOG BULLION shall have no obligation to check any Instructions and VOG BULLION disclaims all and any liability which may arise due to an Instruction containing incorrect data or any error. VOG BULLION disclaims any and all liability which may arise due to any misunderstandings in relation to Instructions given by telephone.

The Client agrees that contingent orders such as stop loss or stop limit orders will be taken on a best-efforts basis and will not necessarily limit the Client's loss to the intended amounts since market conditions may make it impossible to execute such orders at the designated price and time.

#### **ACCOUNT SECURITY AND AVAILABILITY**

The Client is responsible for maintaining the secrecy of its login credentials. VOG BULLION disclaims all and any liability arising from any unauthorized person using the Client's Account as a result of being able to obtain the Client's login credentials. VOG BULLION disclaims all and any liability arising as a result of the Client using a 'weak' password. Clients are advised to use market leading virus software and two factor authentication on devices it uses to log into its Account.

If the Client suspects that there is unauthorized access on its Account, the Client shall immediately inform VOG BULLION'S compliance team.

VOG BULLION shall maintain commercially reasonable and appropriate technical and organizational measures to safeguard the Client's Account against unauthorized access. The Client acknowledges that whilst VOG BULLION attempts to ensure the integrity and security of the Client's Account, VOG BULLION cannot

guarantee that its security measures will prevent third parties such as hackers from illegally obtaining access to a Client's Account.

VOG BULLION makes no representation with regard to the availability of the Client's Account and the Client acknowledges that the Account may not always be available due to routine or emergency maintenance, failures in connectivity, software or internet connections. VOG BULLION hereby disclaims any and all liability arising from the unavailability of the Client's Account at any time for whatever reason.

### **STORAGE AND INSURANCE OF PHYSICAL COMMODITIES**

Under otherwise agreed on a case by case by VOG BULLION, all Commodities purchased pursuant to a Trade by VOG BULLION on behalf of the Client shall be stored at VOG BULLION'S chosen Safe Facility whether within or outside the office of VOG BULLION under the control and command of VOG BULLION.

VOG BULLION will endeavour to deliver the physical Commodities to the clients on the second Business Day after the related Trade has been executed. VOG BULLION does not guarantee the delivery time and there are factors that may delay delivery which are beyond VOG BULLION'S control. In the event that delivery may take longer, VOG BULLION will inform the Client of the anticipated delivery date and time.

The physical Commodities shall be delivered as follows:

Commodity	Unit/Bar	Purity
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Gold	1 Kilo	99.5% (31.99 Oz.)
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Gold	1 Ounce	999.99%
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Silver	1 Kilo	99.9% purity (32.1507 Oz.)
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Gold 1 Ounce bars will come in tamper proof packaging.

Where Physical Commodities weigh in at 1 gram or multiples thereof which are less than a whole Unit, they shall not be delivered and instead shall be kept for accumulation until the aggregate weight reaches a whole Unit. Once a whole Unit is reached, delivery will take effect.

VOG BULLION will insure any Commodity stored on behalf of the Client against market standard risks on and subject to market standard terms for the duration that such Commodity is stored in the respective Facility and until such time as the risk and title passes to the Client in accordance with these terms and condition or as mutually agreed between the parties.

VOG BULLION shall not be held liable for any losses to Commodities in VOG BULLION 'S possession which are caused due to Excluded Risks or a Force Majeure Event.

## **WITHDRAWAL OF COMMODITIES OR CLIENT FUNDS**

### **Commodities**

The Client shall have the option to make a withdrawal of physical Commodities from the VOG BULLION Facility by making a withdrawal request to VOG BULLION via email, telephone or on WhatsApp Account.

No Withdrawal may be made if the Client's Account is in deficit.

For each Withdrawal, the Client shall pay the Withdrawal Fees prior to handover of the Commodity to the Client or the delivery service provider.

The Client shall be responsible for visiting the VOG BULLION Facility to pick up their requested Commodities. Title and risk to the Commodities shall pass to the Client at the point that the Client takes physical possession of such Commodities at the VOG BULLION Facility, subject to Client having paid all outstanding fees recorded against its Account, any agreed delivery fees and any associated Taxes.

Withdrawals shall be actioned within two Business Days from the receipt and acknowledgement of the Withdrawal request to VOG BULLION .

VOG BULLION shall at no time be required to deliver to the Client the identical property delivered to or purchased by VOG BULLION with respect to a particular Trade.

### **Client Funds**

Where the Client wishes to withdraw Client Funds, it shall make a withdrawal request to VOG BULLION via email to [accounts@vogbullion.com](mailto:accounts@vogbullion.com) or by telephone or the WhatsApp Account. The withdrawn Client Funds shall be transferred to the

Client's nominated bank account on the second (2) Business Day after the Withdrawal request has been received and acknowledged by VOG BULLION . Timing of receipt of the Client Funds may vary depending on the location of the chosen bank account. Where an Account is jointly held between two or more Clients only one Client signature shall be required to make a Withdrawal and the Client acknowledges that by setting up a joint Account, a Withdrawal may be made by the other joint holder and VOG BULLION shall have no obligation to inform or take consent from any other individuals named on the Account in respect of any Withdrawal.

VOG BULLION will not transfer Client Funds among Client Accounts without the prior written authorization of the Client, save for any set off activities in accordance with other accounts or related accounts of the client.

VOG BULLION will not, under any circumstances, return Client Funds to a person other than the Client's bank account unless it is required to do so under a Court or Judicial order.

The Client hereby agrees to indemnify VOG BULLION in relation to any liability or loss arising out of any transfer of Client Funds made by VOG BULLION in accordance with these Account Terms and Conditions.

#### **CLIENT ACKNOWLEDGEMENT AND DISCLAIMER**

VOG BULLION does not make market recommendations or provide financial advice. The Client must take its own advice and make its own decision with regard to the entry into Trades.

The Client acknowledges that:

- a. Trading in gold or hedging the position in gold comes with inherent risk, including the risk of financial loss.
- b. VOG BULLION will affect Trades but shall give no financial, tax or other advice or recommendation with regard to Trades or market opportunities.
- c. VOG BULLION makes no representations concerning any Tax implications in relation to any Trades conducted by the Client nor will VOG BULLION inform Client or keep Client updated of any Tax implication or changes in Tax law which may impact on Client's Trades or Client's Account.

d. The Client should seek independent financial and tax advice with regard to each Trade and all decisions made by the Client with regard to Trades shall be taken on Client's own assessment and information without reliance on any information or statement made by VOG BULLION.

e. any information on the VOG BULLION website including any blogs, FAQs, articles or opinions are the opinions of VOG BULLION and in no way constitute any recommendations or financial advice. Client shall not rely on such information when making Trades.

The Services are provided 'as is' and VOG BULLION makes no representation or warranty with regard to the Services or the execution of Trades and VOG BULLION makes no warranties or representations with regard to the functionality or availability of the Platform.

VOG BULLION and its Associated Persons shall not be liable to the Client, its Affiliates or (if applicable) any of its employees, managers, officers, directors, affiliates, associates, shareholders or representatives, or any Trading Agent, for any liability or loss whatsoever, whether direct or indirect and whether or not foreseeable incurred as a result of:

a. the access or use of the Services.

b. the inability to access or use the Services or access the Platform for any reason, including but not limited Platform downtime, error or malfunction, Force Majeure Event or other circumstances whether or not within or without of VOG BULLION'S control.

c. any technical errors, systems down time, transmission failures, malfunctions, interference or otherwise.

d. a delay to the processing of a Trade for any reason, including but not limited Platform downtime, error or malfunction, Force Majeure Event or other circumstances whether or not within or without of VOG BULLION'S control; or

e. a Trade not being processed caused by any partial or full non-performance by VOG BULLION of its obligations under the Agreement by reason of compliance with any regulatory action or requirement of any exchange, clearing house or regulatory or self- regulatory organization.

## **LIMITATION OF LIABILITY**

VOG BULLION and its Associated Persons and Affiliates total liability to the Client, the Client's affiliates or any of its employees, managers, officers, directors, affiliates, associates, shareholders or representatives or any Trading Agent or Nominee shall be limited to:

- a. the Mark-Up associated with the Trade in respect of which the loss occurred;  
or
- b. Where the loss is not associated with a specific Trade, the aggregate of the Mark-Up received by VOG BULLION in the Gregorian calendar month during which the loss occurred.

## **COLLATERAL AGREEMENT**

All Client Funds or Commodities belonging to the Client which VOG BULLION or its Affiliates may at any time be holding for the Client (either individually, jointly with another, or as a guarantor of the account of any other person) or which may at any time be in VOG BULLION'S possession or control or carried on its books for any purpose, including safekeeping, are to be held by VOG BULLION as security and subject to a general lien and right of set off for liabilities of the Client to VOG BULLION (including any Purchase Price, Mark-Up or delivery charges agreed to be paid by the Client) whether or not VOG BULLION has made any prepayment in connection with a Trade, and irrespective of the number of Accounts the Client may have with VOG BULLION .

VOG BULLION may in its discretion, at any time and from time to time, without notice to the Client, apply, and/or transfer any or all Clients Funds or other property of the Client between any of the Client's Accounts for set off purposes.

## **TERM, ACCOUNT FREEZING AND TERMINATION**

Term and No-Fault Termination

The arrangement formed between the Parties shall continue until terminated in accordance with these Terms and Conditions hereof.

Either Party may terminate the arrangement formed between them by providing 30 days written notice of termination to the other Party (Termination Notice).

Upon the expiry of the Termination Notice, the Client shall:

- a. ensure there are no open trade positions with VOG BULLION; and
- b. ensure that the Client has no liabilities held by or owed to VOG BULLION.

Where a Deficit Amount subsists on the Client's account, interest shall accrue on such Deficit Amount at the rate of 24% per annum.

### **Freezing**

VOG BULLION reserves the right, at its discretion, to freeze the Client's Account from further Trades without notice to the Client. To the extent that VOG BULLION is permitted under applicable law, VOG BULLION shall notify the Client of such freezing and the likely duration of such freezing. VOG BULLION will only freeze a Client Account if there has been an Event of Default or mischief being perpetuated by client or if VOG BULLION decides, in its reasonable discretion, that.

such freezing is necessary to ensure compliance with Applicable Law or any directions or instructions given to VOG BULLION by any governmental authority or other authority having the power to give such instructions.

### **Events of Default and Account Liquidation**

Each of the following shall be considered an "Event of Default":

- a. in the case of an Individual Client, that Individual Client:
  - i. commits any breach of these Terms and Conditions or the Trading Terms and Conditions and, where the breach is curable, fails to cure such breach within fifteen (15) days of receipt of intimation (oral/written or otherwise) from VOG BULLION.
  - ii. dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any applicable mental health legislation or where a power of attorney or similar instrument is activated in respect of the Client.
  - iii. is subject to a bankruptcy petition in any jurisdiction.

- iv. fails to pay any amounts owed by it to VOG BULLION, including any Mark-Up, the Purchase Price of a confirmed Trade or agreed delivery fees. For clarity, the fifteen (15) day cure period shall not apply to late payment; or
  - v. the Client's failure to provide VOG BULLION any information, including any Required Details and KYC Documents, requested pursuant to these Account Terms and Conditions.
- b. In the case of a Corporate Client, if that Corporate Client:
- i. commits any breach of these Terms and Conditions or the Trading Terms and Conditions and, where the breach is curable, fails to cure such breach within fifteen (15) days of receipt of notice from VOG BULLION.
  - ii. fails to pay any amounts owed by it to VOG BULLION, including any Purchase Price of a confirmed Trade or related Mark-Up or agreed delivery charges. For clarity, the fifteen (15) day cure period shall not apply to late payment;
  - iii. is dissolved, or an order is made for its winding up, it passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other Party under this Agreement);
  - iv. ceases to conduct all (or substantially all) of its business.
  - v. is or becomes unable to pay its debts as they fall due.
  - vi. is or becomes insolvent or is declared insolvent.
  - vii. convenes a meeting or makes or proposes to make any arrangement or composition with its creditors, or an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of its assets.
  - viii. the filing of an attachment by the request of any regulator or government authority or order of court against any of the Client's Accounts carried by VOG BULLION; or
  - ix. fails to provide VOG BULLION any information, including any Required Details and KYC Documents, requested pursuant to these Account Terms and Conditions.

Upon any Event of Default, VOG BULLION shall be entitled to immediately suspend the Client's Account and VOG BULLION, in its sole discretion, may take one or

more, or any portion of the following actions to cover any liabilities owed by the Client to VOG BULLION (including any Purchase Price of a confirmed Trade and/or related Mark-Up or agreed delivery charges):

- a. satisfy any obligation the Client may have to VOG BULLION either directly or by way of guarantee or suretyship, out of any of the Client's Funds or Commodities in its custody or control.
- b. sell or purchase any or all Commodities, or securities held or carried for the Client; or
- c. cancel any or all outstanding orders for Trade, or any other commitments made on behalf of the Client,

(Together the "Account Liquidation Actions").

Any of the Account Liquidation Actions may be taken without prior notice of sale or purchase or other notice to the Client, the Client's Nominee or Trading Agent or the Client's personal representatives, heirs, executors, administrators, trustees, legatees or assigns, and regardless of whether the Account has one or more holders.

When carrying out the Liquidation Actions, VOG BULLION may, in its sole discretion, offset in the same settlement or initiate new positions that in VOG BULLION's sole judgment may be advisable to protect or reduce existing positions in the Client's Account.

Any Liquidation Actions shall be made according to VOG BULLION's sole judgment, without the need to consider the market position and with any interbank or other exchange, market or other sale forum including LBMA that VOG BULLION may in its discretion decide including but not limited to any public auction or private sale, and VOG BULLION may purchase or sell the whole or any part of the Commodities free from any right of redemption.

In the event the proceeds realized from the Account Liquidation Actions are insufficient for the payment of all liabilities of the Client due to VOG BULLION, leaving a deficit on the Account ("Deficit Amount"), the Deficit Amount shall become a debt due from the Client (or in the case of an individual Client who has died, from the Client's estate). VOG BULLION shall issue a demand for any Deficit

Amount and the Client, or its estate, shall promptly pay such Deficit Amount. Where the Deficit Amount remains unpaid, VOG BULLION shall be entitled to charge interest on the Deficit Amount equal to twelve (12) percent per annum or the maximum interest rate allowed by law whichever is lower. Such interest shall accrue on a monthly compounded basis from the date of the demand for the Deficit Amount until such date as the Deficit Amount is paid. In addition, VOG BULLION shall be entitled to recover, and Client shall indemnify and keep VOG BULLION indemnified against all costs of collection, including reasonable attorney's fees and witness fees that are incurred by VOG BULLION in the recovery of the Deficit Amount and any associated travel expenses incurred in attending to such debt recovery.

Once the Liquidation Actions have been completed and any Deficit Amount fully paid, VOG BULLION shall close the Client Account(s) and pay any surplus Client Funds into the bank account as nominated by the Client.

Where the Client's nominated bank account is unable to receive any Client Funds, VOG BULLION shall continue to hold such surplus Client Funds on trust until such time as VOG BULLION is either (a) provided with a further bank account in the Client's name or (b) VOG BULLION receives documentation which VOG BULLION in its sole discretion considers sufficient to allow VOG BULLION to make a payment to a different account. Notwithstanding the foregoing, where a Nominee has been appointed, VOG BULLION may, in its discretion, make any payments to the Nominee's account, without any requirement for further documentation or investigation and the Client, as part of the appointment of the Nominee, gives full authority to VOG BULLION to deal with the Nominee and make such payment to the Nominee.

VOG BULLION may take one or more Account Liquidation Actions if an Account has had no activity conducted through it for three (3) years or more and VOG BULLION has been unable to receive a response from the Account holder. Where VOG BULLION takes a Liquidation Action in respect of a dormant Account, VOG BULLION may do any of the following (a) hold the funds or Commodities in the Client's account on trust until Client reactivates the account, (b) pay any cash funds in the Client Account to the Client's nominated bank account or (c) pay any cash funds in the Client Account to the Nominee.

Termination effected in accordance with these Account Terms and Conditions shall not affect any Trade previously entered into and shall not relieve either Party of any continuing obligations after termination set out in these Account Terms and Conditions nor shall it relieve the Client of any obligations arising out of any Deficit Amount on the Client's Accounts with VOG BULLION.

### **QUOTING ERRORS**

Should a quoting error occur, the Client agrees that VOG BULLION will not be liable for the resulting errors in Account balances. VOG BULLION reserves the right to make the necessary corrections or adjustments to the records of the Account involved in any such error.

Should a quoting error occur, the Client may raise an objection to VOG BULLION by telephone or email.

Any dispute arising from such quoting errors will be resolved on the basis of the fair market value of the Commodity at the time the error occurred.

### **CLIENT'S REPRESENTATION, WARRANTIES AND UNDERTAKINGS**

The Individual Client represents and warrants that:

- a. the Client is of sound mind, is eighteen (18) years or older and of legal competence.
- b. the Client is a trader or investor in bullion or jeweller who is suitable to trade in Commodities and understands the inherent risks involved in trading/hedging which include but are not limited to significant financial loss; and

The Corporate Client represents and warrants that:

- a. it is duly incorporated and validly existing under the jurisdiction of its establishment and has the power to own its assets and carry on its business of bullion.

- b. it has the power and has taken all necessary corporate or other actions required to authorize the execution of the Trades and any other arrangement to which it is a party by it and the performance by it of its obligations thereunder.
- c. all information provided in relation to the Client's Accounts is true, correct and complete as of the date hereof, and accurately represents the Client's current financial condition. The Client agrees to notify VOG BULLION promptly of any material changes in any such information; and
- d. it will obtain, comply with and keep in full force and effect any authorizations (corporate, regulatory or otherwise) to enable it to perform its obligations under these Terms and Conditions, any Trades and the Trading Terms and Conditions.

The Client further represents and warrants that:

- a. it has read, understood and agreed to the terms and conditions, which may be modified from time to time by VOG BULLION and agrees that the Terms and Conditions apply to each respective Trade entered into in accordance with each Instruction given to VOG BULLION ;
- b. it will promptly notify VOG BULLION in writing of the occurrence of any Event of Default and, upon receipt of a written request of VOG BULLION, confirm to VOG BULLION that, save as has been disclosed to VOG BULLION in writing in such confirmation, no Event of Default or other such event has occurred.
- c. it will inform VOG BULLION of any changes to the Required Details, any other information submitted by the Client to VOG BULLION or the KYC Documentation and to keep its KYC Documentation up to date.
- d. it will inform VOG BULLION of any changes in the information submitted in respect of any Nominee including the KYC Documentation, which Client undertakes it shall keep up to date.
- e. it will provide any and all documentation or additional information requested by VOG BULLION from time to time.
- f. it will advise VOG BULLION of the start of any litigation, arbitration, judicial, quasi-judicial or any administrative proceedings by or against the Client which, if adversely determined, shall have a Material Adverse Effect on the financial condition of the Client.

- g. it will comply in all respects with all Applicable Laws, rules and regulations to which it is subject if failure to comply would materially impair its ability to perform its obligations under these Account Terms and Conditions, Trades and the related Trading Terms and Conditions.
- h. it will keep VOG BULLION advised of any circumstances adversely affecting their financial position including any action taken by any creditor or Government authority against the Client; and
- i. it will ensure that it shall not create or permit to subsist any Encumbrance over any of the Commodities held in trust with VOG BULLION.
- j. no litigation or administrative or arbitration proceedings before or of any court, tribunal, arbitrator or any relevant authority are presently in progress, pending or to the knowledge of the Client threatened against the Client or any of its assets which might be reasonably likely to have a Material Adverse Effect on the Client's business or financial condition or on its ability duly to perform and observe its obligations under these Account Terms and Conditions;
- k. all authorizations required by it in connection with the entry into, performance, validity and enforceability of, and all the transactions contemplated by, these Account Terms and Conditions have been obtained or effected (as appropriate) and are in full force and effect; and
- l. all information provided in relation to the Client's Accounts is true, correct and complete as of the date hereof, and accurately represents the Client's current financial condition. The Client agrees to notify VOG BULLION promptly of any material changes in any such information.

## **INDEMNIFICATION**

The Client agrees to indemnify and hold VOG BULLION and all Associated Persons, and its successors and assigns harmless from and against any and all indebtedness, liabilities, obligations, losses, damages, penalties, actions, suits, judgments, costs, charges and expense, including reasonable attorney's fees arising from or in connection with any Trades carried out under the Trading Terms and Conditions and/or action taken by VOG BULLION or Associated Persons its

correspondents and agents in accordance with or pursuant to any such instructions. The benefit of this indemnity is held by VOG BULLION for itself and the Associated Persons.

## **TAXES**

The Client shall:

- a. pay any applicable stamp, registration, documentary or other duties and Taxes to which the Agreement or any related documents may be subject or give rise to or which may be payable in order for such documents to be valid, binding or enforceable or admitted as evidence in any court (“Stamp Duties”) and shall indemnify VOG BULLION from and against any losses or liabilities which any of them may incur as a result of any delay or omission by VOG BULLION to pay any Stamp Duties;
- b. pay all export or import duties and any other Tax as may be payable in relation to the Commodity and/or the Trade.
- c. pay any capital gains taxes or other similar personal income taxes as may be payable in relation to the sale or purchase of a Commodity.
- d. if a deduction or withholding for or on account of tax from a payment under the Agreement (the “Tax Deduction”) is required by law to be made by the Client, the amount of the payment in respect of which the Tax Deduction is required to be made shall be increased to the amount which (after the Tax Deduction) will leave an amount equal to the payment which would have been due if no Tax Deduction had been required. Where VOG BULLION is required to make any deduction on account of withholding or any other form of Tax from a payment due to a Client, VOG BULLION shall be entitled to deduct such amount from any Client Funds; and
- e. (to the extent required by any Applicable Laws) pay any value added tax, turnover or sales tax or any similar tax (“VAT”) payable in any jurisdiction any sum payable under the Agreement and/or as a consequence of the sale of the Commodity to or by VOG BULLION, and indemnify VOG BULLION for any payments of VAT made by VOG BULLION in respect of any Commodity.

## **NO WAIVER**

No waiver or amendment of these Terms and Conditions may be implied from any course of dealing between the Parties or from any failure by VOG BULLION or any Associated Person to assert its rights under these Terms and Conditions on any occasion or series of occasions.

No oral agreements or Instructions to the contrary of these Terms and Conditions shall be recognized or enforceable.

## **AMENDMENTS**

VOG BULLION may amend these Terms and Conditions from time to time. Any such amendment shall be effective immediately on the date of publication of the amended Terms and Conditions on the Platform or website and the Client acknowledges that it is responsible for checking back via the Platform or website to that end on a regular basis. In particular (but without limitation), VOG BULLION may amend these Terms and Conditions in the event that:

- a. there is any alteration to the Service itself or the structure of the Service.
- b. new products and services are introduced as part of the Services.
- c. the way the Services are delivered changes (for example, new infrastructure or technology is developed to provide a better experience);
- d. VOG BULLION reorganizes its business in any way.
- e. for legal, regulatory or best practice reasons; or
- f. to make the Terms and Conditions clearer or easier to understand, to reflect changes in law or ensure that all Clients are subject to the same Terms and Conditions.

## **BINDING EFFECT AND THIRD PARTIES**

VOG BULLION may assign, transfer, delegate or subcontract performance of this arrangement or any of its rights or obligations under the arrangement to any third party at any time. The Arrangement is personal to the Client and may not be assigned, transferred or delegated in any way.

The arrangement is made by, between, and for the benefit of VOG BULLION and the Client. Any person who is not a party to this arrangement shall have no right to enforce or benefit from any rights under this arrangement, and for clarity, notwithstanding any other provision in the arrangement, no Nominee or Trading Agent will benefit from or gain any rights under this arrangement.

## **RECORDINGS**

The Client agrees and acknowledges that all conversations regarding the Client's Account(s) or any matter connected therewith between the Client and VOG BULLION personnel may be electronically recorded with or without further notice to the Client.

VOG BULLION may, and the Client and each Trading Agent hereby expressly authorizes VOG BULLION to, record on a recording system operated by VOG BULLION all oral Instructions given by telephone. The Client expressly agrees that should a dispute arise at any time in relation to the content of such oral instructions, then that recording or a transcript of the same certified as being a true transcript by VOG BULLION, shall be conclusive evidence as between VOG BULLION and the Client as to the contents and nature of such oral Instructions unless and until the contrary is established before a local tribunal.

## **CONFIDENTIALITY AND PRIVACY**

### Confidential Information

Each Party will ensure that all Confidential Information will:

- a. be used solely for the purposes of the transactions and Trades contemplated by these Terms and Conditions.
- b. be kept confidential by it and, in respect of VOG BULLION and any Corporate Client, kept confidential by its officers (ii) and employees.
- c. not be disclosed or used for the purposes of dealing in or procuring alternative arrangements relating to such contemplated transactions; and
- d. not communicate directly or indirectly with any third party,

PROVIDED THAT, the confidentiality obligations in this arrangement do not preclude:

- e. any disclosure or communication made by any Party which was, or is, reasonably necessary for the purpose of negotiating or performing the Trade, carrying out an Instruction or fulfilling the terms of the Agreement and the matters contemplated in these Terms and Conditions.
- f. any disclosure made by VOG BULLION for the purposes of financing its obligations under the arrangement or any Trades and related documents.
- g. VOG BULLION from communicating with any of its Affiliates or any of the Client's Affiliates or Trading Agent(s) for the purpose of investigating and appraising the business, financial condition, creditworthiness, status and affairs of the Client.
- h. any disclosure permitted under these Terms and Conditions, in relation to a Trade or under the Trading Terms and Conditions.
- i. any disclosure that is required by Applicable law, or by a governmental authority or regulatory body; or

### **Privacy**

In the course of providing Services, the Client acknowledges that VOG BULLION may process personal information of the Client and, in respect of a Corporate Client, that of such Corporate Client's employees, representatives, or agents in accordance with Privacy & Cookie Policy of VOG BULLION. In requesting an Account and thereby accepting and agreeing to be bound by these Terms and Conditions and the Privacy & Cookie Policy, the Client hereby agrees and consents to the transfer, storing and processing of their personal information in accordance with the Privacy & Cookie Policy and subject to applicable legislation or regulations. In respect of Corporate Clients, the Client warrants that it has all necessary consents to disclose and transfer to VOG BULLION such personal information for processing in the manner envisaged by the arrangement. Where the Client provides the personal details of an individual as part of appointing a Trading Agent or Nominee, the Client warrants and represents that it has the consent of that individual to send their personal information to VOG BULLION and

for VOG BULLION to process their personal information in the manner as set out in the Privacy & Cookie Policy.

## **FORCE MAJEURE**

### **Force Majeure Event**

For the purposes of the arrangement, “Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of VOG BULLION or which can be classified as an Excluded Risk (including failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, power failures, changes to the law, disasters, explosions, gold reserve nationalization, fires, floods, riots, terrorist attacks, epidemics and pandemics and wars) which prevents or substantially delays VOG BULLION from carrying out any of its obligations under the arrangement.

### **Consequences of Force Majeure Event**

- a. upon the occurrence of any Force Majeure Event the parties shall consult with the aim of safeguarding the Commodities; and
- b. if VOG BULLION is delayed or prevented from carrying out any of its obligations under these Account Terms and Conditions, a Trade Contract or the related Trading/hedging Terms and Conditions due to the Force Majeure Event:
  - i. VOG BULLION shall be excused from such obligation or obligations to the extent it is so delayed or prevented; and
  - ii. if the event is such that VOG BULLION will not be able to perform its obligations or prevents the performance of its obligations for more than one month, VOG BULLION shall be entitled to terminate any or all of the arrangement, any outstanding Trade or any related Trade Contract.

## **EFFECT OF INVALIDITY**

If at any time any provision of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of these Terms and Conditions, which shall remain in full force and effect.

## **GOVERNING LAW AND JURISDICTION**

The terms of the arrangement and any non-contractual obligations arising out of or in connection therewith are and shall be governed by and construed in accordance with the laws of the Dubai International Finance Centre, UAE (“DIFC”).

The Courts of the DIFC shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the arrangement or any non-contractual obligations arising out of or in connection therewith (including any dispute regarding the existence, validity, breach or termination of these Terms and Conditions or the arrangement).

## **GOVERNMENTAL**

If any status or directive shall hereafter be enacted or any rule or regulation shall hereafter be adopted or issued by any governmental authority, or a contract market or clearing organization which shall be binding upon VOG BULLION and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of these Terms and Conditions shall be deemed modified or superseded, as the case may be, by the applicable provisions, of such statute, rule or regulation, and all other provisions of these Terms and Conditions and provisions so modified shall in all respects continue in full force and effect.

## **CLIENT WARRANTIES AND REPRESENTATIONS**

The Client warrants and represents that:

- a. Commodities which are the subject of the Trade and covered by a Trade Contract are to be used for the sole purposes of physical bullion trading and not for speculative financial trading activities.
- b. it has placed the Instruction (or authorized its Trading Agent to place the Instruction) and entered into a Trade Contract in respect of the Trade solely upon its own judgement and it has not relied on any view or opinion of any employees of VOG BULLION or any Associated Person or any third party connected with or associated with VOG BULLION.

- c. it understands that VOG BULLION uses the Platform to receive and execute Instructions and that the Platform may suffer downtime, errors or corruption which may delay or prevent a Trade from being made in accordance with the Trade Contract.
- d. it has taken its own financial advice and tax advice in relation to the Trade, and it understands that VOG BULLION does not provide any trading or investment advice to the Client;
- e. it enters into the Trade Contract as a principal only and not as a broker or trustee.
- f. all information provided by or on its behalf to VOG BULLION in connection with the Trade and/or the resulting Trade Contract from time to time is and shall be accurate and comprehensive and it will notify VOG BULLION of any material change to such information.
- g. in respect of all Commodities in its possession which are subsequently provided to VOG BULLION as part of the Trade:
  - (i) such Commodities are legally and beneficially owned by the Client.
  - (ii) the Client has full authority, right and title to deal with such Commodities as contemplated by the Instruction and the Trade Contract.
  - (iii) the Commodities are provided free and clear of any Encumbrance, hypothecation, security interest, title retention or any other security agreement or arrangement.
- h. in the case of a joint Account:

- (i) it is aware of and has agreed to each Instruction and related Trade to be made under the Trade Contract, irrespective of whether an Individual Client itself, or one of the other joint Account holders, or a Trading Agent submitted the Instruction.
- (ii) it is jointly and several liable with all other joint Account holders for complying with the terms of any resulting Trade Contract.

#### **PRIVACY AND COOKIE POLICY:**

The Privacy & Cookie Policy, along with our Terms and Conditions describes how your personal information is collected, used, and shared when you visit [www.vogbullion.com](http://www.vogbullion.com) (our Website), apply to create an Account with us or become our client or use our Web Application. This Privacy & Cookie Policy applies to personal information collected, stored, or otherwise used by us.

By visiting or continuing to use the Platform, or by applying to create an Account with us, you are accepting and consenting to the practices described in this Privacy & Cookie Policy.

#### **WHAT PERSONAL INFORMATION DO WE COLLECT FROM YOU?**

The personal information that we collect includes, but is not limited to, personal details such as name, address, date of birth, contact details, payment details, including credit card, debit card and bank account details, identity documentation and any other required 'know your customer information' or documentation or information required under applicable anti-money laundering legislation, and financial or other information necessary to provide the Services.

We may also collect your information in regard to your use of the Platform, such as the IP address used to connect your computer to the internet, browser type and version, time zone setting, browser plug-in types and versions, and details of the operating system and platform that you use. Additional information that we may collect includes page response times, download errors, length of visits to certain pages on the Platform, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from pages on the Platform. We also collect technical information in relation to your use of your Account, including log in and log out frequency and times, trading activities and general page interaction and Account use.

## **WHEN AND HOW DO WE COLLECT YOUR PERSONAL INFORMATION?**

We collect personal information about you in various ways including when you:

- visit our website or the Web Application.
- apply for an Account (whether or not you finish and submit the application);
- enter into a Trade Contract or make a Trade.
- log into your Account and take any actions within your Account.
- use or receive any Services provided by us.
- send us any messages, emails or use any online chat function.
- interact with any of our content or adverts on social media or generally online.
- speak with our customer services team or other of our employees; or
- interact in any way with our employees or authorised personnel.

We also collect information through third parties including, for example, credit reference agencies, fraud prevention agencies, banks, or other financial institutions, third party authentication service providers and the providers of public registers.

From time to time, we may also request further information to help us improve our Services or comply with applicable laws and regulations.

## **WHAT WILL YOU USE MY PERSONAL INFORMATION FOR?**

We may use your personal information for the following purposes:

Necessary Administration of Accounts, Contracts and Trades. It will be necessary for us to use your personal information when you set up an Account or enter into any Trade Contract or make any Trades. It will also be necessary for us to use your personal information to administer your Account.

## **DO YOU SHARE MY INFORMATION WITH THIRD PARTIES?**

From time to time, it may become necessary for us to share your personal information with third parties. Examples include:

Where we use other companies to provide our Services, such as:

our technology partners who provide and administer our platform and application.

analytical partners whose software may carry out certain monitoring to improve our Services and assist with security.

customer services platform providers, such as WhatsApp.

payment providers.

debt collection agencies.

To our Affiliates.

Where it is necessary to provide the Services to you, for example to our partner banks and financing institutions.

In the prevention of money laundering and terrorist financing in compliance with any prevention of money laundering regulations and for the purposes of preventing any operation related to money laundering or terrorism financing, in which case we may disclose your personal information to any competent administrative or judicial authority.

If we are under a duty to disclose or share your personal information in order to comply with any legal or regulatory obligation or if we are required to do so by a legal process. For example, to enforce our Terms and Conditions or for regulatory and reporting requirements to which we are subjected.

If we are acquired by any third party, in which case your personal information may be shared in the context of any sale or transfer of assets or any merger.

Where we employ third-party businesses to provide targeted marketing that is relevant to you. This is carried out through our third-party digital marketing providers. Where we undertake this kind of targeted advertising, digital advertising companies will only be able to see your email address if you already have an Account with them and they already have your address themselves.

We do not sell your details to any third-party marketing companies.

### **CROSS BORDER TRANSFERS**

It may be necessary to transfer your personal data or information to our Affiliates and other third parties (as further detailed in the paragraph entitled “Do you Share my Information with Third Parties”) who are located outside of the country in which your personal data was collected. Where such transfers are to a country that does not provide an adequate level of protection in accordance with Applicable Law, we shall take such steps as are required under Applicable Law to ensure your personal data is safeguarded.

### **COOKIES**

A cookie is a series of data characters that, when programmed into a website, is placed by the web server into the browser's application folder on your computer. Once placed onto your machine, the cookie will allow the website to "recall" you as a unique individual. The Platform uses cookies to personalize information for certain segments of its customer base. In some instances, cookies are also used to associate individual customers with their information profiles where users have elected to create such a profile. For example, using cookies, the Platform can "recall" your user ID when you login to the Platform on your computer. Should you choose to do so, cookies can be removed from your hard drive and certain web browsers can be set so that cookies are not used or saved. Please check with your browser provider for more information on removing cookies.

Except where you have registered an Account with us, the log files and cookies do not allow us to determine the identity of the user. However, as noted above, this information may allow us to determine things like the URL of the website you visited before coming to this website, the type of browser or mobile device you are using to access the Platform, your IP address, language, approximate geographic location, and time zone. We, and/or our authorized third-party service providers may automatically collect this information when you access and use the Platform using electronic tools like log files and cookies. We use non-personally identifiable information to troubleshoot, administer the Platform and its services, analyse trends, gather demographic information, comply with applicable law, and cooperate with law enforcement activities. We may also share this information

with our authorized third-party service providers to measure the overall effectiveness of our online tools, content, and programming.

You can delete cookies at any time. If you want to delete any cookies that are already on your computer, please refer to the help and support area on your internet browser for instructions on how to locate the file or directory that stores cookies.

If you use the Platform without deleting or rejecting some or all cookies, you agree that any cookies you have not deleted or rejected may be placed by us on your computer or on your device.

### **SAFEGUARDING YOUR PERSONALLY IDENTIFIABLE INFORMATION**

We will take reasonable care to maintain appropriate safeguards to ensure the security, integrity and privacy of the personal information you have provided to us.

Where possible and if required under Applicable Law, we use a Secure Socket Layer (SSL) encryption, which encrypts your information before it is sent to us, to protect it from unauthorised use.

In addition, we will take reasonable steps to ensure that third party business partners to whom we transfer any data will provide sufficient protection of that personal information in accordance with the applicable data protection laws.

### **MARKETING OPT-IN AND OPT-OUT PROVISION**

When you register on the Platform, apply for an Account (whether or not you finish and submit the application), or use the 'Contact Us' option on the Platform, we will collect your data and we may use it for sending you alerts or to remind you complete your application, for new products, features, enhancements, special offers, upgrade opportunities, contests, events of interest or one-off marketing promotions

We may send such marketing communications via phone, email, WhatsApp or SMS. By signing up for an Account you consent to us sending you marketing communications in this way.

## **CHANGES TO THIS PRIVACY & COOKIE POLICY**

VOG BULLION reserves the right to amend this Privacy & Cookie Policy at any time with or without notice. Any changes will be posted on the Platform or website and we encourage you to check the Platform or website regularly. If you provide information to us, access, or use the Platform or your Account in any way after this Privacy & Cookie Policy has been changed, you will be deemed to have unconditionally consented and agreed to such changes. The most current version of this Privacy & Cookie Policy will be available on the web page at all appropriate times and will supersede all previous versions of this Privacy & Cookie Policy.

## **ACCESS TO AND CORRECTION OF YOUR PERSONAL INFORMATION**

If you require further information about our Privacy & Cookie Policy, or have any questions, comments or concerns or wish to know what personal information we hold about you, please contact us at [accounts@vogbullion.com](mailto:accounts@vogbullion.com).

If for any reason you are concerned that the personal information held by us is not correct, you have the right to have this personal information changed or corrected. Should you wish to change or correct any personal information that we hold on to you, please contact us at [accounts@vogbullion.com](mailto:accounts@vogbullion.com).

## **THIRD PARTY SITES**

The Platform and our Website may contain links to other unaffiliated third-party websites. We do not endorse or make any representations about third-party websites that are linked in the Platform or on our website. This Privacy & Cookie Policy does not cover the personal data you choose to give to unrelated third parties.