



Gold Discount Brokers (Au)

Gold Discount Brokers (Au) is a trademarked service provided by "Gold Platinum S.W.M. SRL " and its subsidiary companies "Gold Discount Brokers GDB (Au) Corp" Registered Company numbers 312488 & P20000085834. Dominican Republic and Florida , USA.

In these Terms and Conditions references to Gold Discount Brokers or (GDB) mean Gold Discount Brokers GDB Corp ((Au) and Gold Platinum S.W.M. SRL wherever the context requires a legal entity, unless a specific subsidiary is named or referenced.

Acceptance and prevailing versions

You become a new Customer of Gold Discount Brokers or (GDB) by registering for an account online. In becoming a Customer you are deemed to accept that Gold Discount Brokers or (GDB) Terms and Conditions define the entire business relationship between Gold Discount Brokers or (GDB) and you.

By giving 30 days' notice of modifications we may from time to time modify our Terms and Conditions. For modified Terms and Conditions to become effective they must be published on our website and Gold Discount Brokers or (GDB) must also send an advice to the email address provided as a contact point by you.

During a thirty day notice period you have the right to terminate the relationship under the previous Terms and Conditions. This can be affected by selling your metals, withdrawing your money under the previous Terms and Conditions and asking for your account to be closed. If you do not terminate the relationship in this way you are deemed to accept the new Terms and Conditions.

New Customers opening accounts within the thirty day notice period accept the Terms and Conditions then in effect and accept that they will be bound by the new Terms and Conditions which come into effect at the end of the stated 30 day notice period.

Our business relationship

You have chosen to become a Gold Discount Brokers or (GDB) Customer in order to benefit from our terms for trading in and storing gold, silver and platinum precious metals. You expect to enjoy efficient and substantially automated service, and pay low levels of commission or mark-up and low levels of custody charges by comparison with alternate mechanisms for buying, holding and selling gold, silver and platinum bullion to Include our Worldwide Exclusive 1% Discount Below Spot Rate on the purchase of precious metals except for any purchase on platinum purchases.

In order to deliver against your expectations Gold Discount Brokers or (GDB) offers a service designed for high levels of automation across the internet and expects to earn a profit from the commissions or mark-ups and custody fees it charges in applicable cases and or transactions.

Privacy policy

To provide the service Gold Discount Brokers or (GDB) needs to retain on its computers information about you and any other parties associated with your Gold Discount Brokers or (GDB) account (including but not exclusive to: beneficial owners or agents operating your account on your behalf) and you permit Gold Discount Brokers or (GDB) to do so.

If any personal data or sensitive information relating to you or any other associated parties is provided to us, you confirm that you and each such person is aware of and consents to the collection and use of their data for the purposes of maintaining and operating your account. Gold Discount Brokers or (GDB) undertakes not to disclose data about you or any other parties associated with your account to third parties except (i) in order to set-up or administer your account (ii) to allow payments to be made in or out of your account (iii) to provide general communications (iv) to allow us to comply with any regulatory or legal obligations required of us. We will never release any information pertaining to your account in any circumstances unless supported by a valid and legal court order that must specifically specify the information it seeks to obtain. We do accept any blanket court orders for account or client information under any circumstance unless granted collaterally by the clients pre-consent.

We do not use your personal data to make decisions that could impact the price or weight of bullion you are able to buy, store and sell.

We will retain information about you for at least five but no more than ten years following the closure of your account, after which time your personal data will be deleted from our computers. However at your request we may delete all of your data upon the closure of your account by you immediately.

Use of cookies

Gold Discount Brokers or (GDB) uses cookies. By using our websites and applications, you consent to the use of cookies in accordance with the terms of our Cookie Policy.

Source of your incoming money

Where supplied by your bank on your incoming payment you permit Gold Discount Brokers or (GDB) to both record your banking details and to check them against identity documents you submit.

Identifying yourself

You undertake to identify yourself and all other relevant parties no later than 2 weeks after first funding your account, and according to the identity verification procedures required by Gold Discount Brokers or (GDB).

You will provide Gold Discount Brokers or (GDB) with such information as Gold Discount Brokers or (GDB) requires or requests in relation to this agreement, including all information required to comply with all applicable laws and regulations, including all applicable anti-money laundering regulations. In particular, you undertake to provide accepted photographic proof of identity and proof of address.

You understand and accept that where an ownership interest is shared or where other parties are involved in the operation or administration of the account, you may be required to provide additional photographic identities of all joint owners and any other relevant parties involved in the operation or administration of the account. Business and trust account owners must also provide any requested institutional documentation – for example copies of trust deeds or incorporation documents, as well as photographic identification of beneficial owners and those operating or controlling the account.

Where you are operating the account on behalf of another party, who may be the beneficial owner, you confirm that you do so with their approval and with appropriate legal authorization and will provide evidence of such authorization upon request.

During the period your account is open, you agree to provide additional or updated documents or information about you or other parties associated with the account which Gold Discount Brokers or (GDB) may need to maintain accurate records..

You undertake to provide clear evidence of the single bank account from which your Gold Discount Brokers or (GDB) deposits originate and to which your money will be returned. This evidence, which will usually be visible on the top page of your bank statement, will detail:

- Your bank's country
- Your bank's name and logo
- Its branch name or address
- Its branch identifier code (e.g. transit, sorting or routing code)
- Your bank account name
- Your bank account number
- Your name and address

...and for accounts outside of the USA and UK:

- Your bank's SWIFT BIC (Bank Identifier Code)
- Your IBAN (International Bank Account Number)

You accept that your documents should be written in English, or any other language that we actively support. Where this is not so you undertake to provide certified translations along with your documents, at your expense.

Setting your linked bank account

By comparing the details you submit with the details submitted by your bank on your funds transfer to Gold Discount Brokers or (GDB), we will set your linked bank account, and email you that we have done so. You are responsible for checking the details, and notifying Gold Discount Brokers or (GDB) immediately if the details are incorrect.

Gold Discount Brokers or (GDB) will always present to you the current details of your linked bank account at the time you request a funds withdrawal, which you will do via a logged-in session on the Gold Discount Brokers or (GDB) website. When you accept those bank account details you agree that you are requiring Gold Discount Brokers or (GDB) to remit the funds you withdraw to your linked bank account. Gold Discount Brokers or (GDB) will not be responsible for any loss where you have accepted the banking details presented to you and they have turned out to be incorrect.

Gold Discount Brokers or (GDB) considers the owner(s) of an account to be the party or parties named on the linked bank account.

Changes to any linked bank account

Ordinarily your Gold Discount Brokers or (GDB) account will be permanently associated with your linked bank account. However your link may be changed should your bank fail, or for other reasons.

Your formal request to change your linked bank account will be accepted only via a logged-in session on the Gold Discount Brokers or (GDB) website.

Where you seek a change to your linked bank account you accept that your new bankers, or an alternative and qualified professional, who can be contacted by Gold Discount Brokers or (GDB), will be required by Gold Discount Brokers or (GDB) to endorse the continuity of your identity by agreeing to send us a letter, confirming details which we will specify – on request – when you contact us.

Where you request a change to your linked bank account, you accept that the new bank account must be held in exactly the same name(s) as the old bank account.

Where you change your name you will re-validate your old linked bank account on your new name. You accept that Gold Discount Brokers or (GDB) cannot accept a simultaneous change of name and a change of bank account number.

Gold Discount Brokers or (GDB) undertakes to acknowledge a change to your linked bank account, via email, to your registered email address.

You accept that Gold Discount Brokers or (GDB) is entitled to charge you an administration cost for changing your linked bank account, according to its published Tariff.

Where these procedures cannot for any reason be met but where, for whatever reason, your original linked bank account cannot be used for the return of your money from Gold Discount Brokers or (GDB), then Gold Discount Brokers or (GDB) is entitled to use an appropriate process and/or seek appropriate insurance cover against identity fraud, all at your expense. Under these circumstances

Gold Discount Brokers or (GDB) is also entitled to charge you on a time and materials basis according to the published Tariff.

If you fail to validate your account

You understand and accept that Gold Discount Brokers or (GDB) will ordinarily refuse to pay monies requested for withdrawal from an un-validated account.

You understand and accept that a persistent failure by you to validate your account, after having received reminders, may incur the penalty charges described in the Tariff and could lead to the suspension or closure of your account.

Gold Discount Brokers or (GDB) acknowledges that no such penalty charge will be applied where it is clear you are making a genuine effort to validate your account, but are being prevented from doing so by circumstances beyond your reasonable control.

You understand and accept that were you to fail to validate your account in suspicious circumstances then Gold Discount Brokers or (GDB) would be legally obliged to notify anti-money-laundering authorities, without notifying you.

You hereby indemnify and keep indemnified Gold Discount Brokers or (GDB) against any and all losses and costs which arise out of your failure to identify yourself and validate your account promptly.

Contact details

Gold Discount Brokers or (GDB) maintains contact details for you at an email address, an address and optionally at

- a mobile telephone
- a home telephone

You accept a duty to keep your name, address and other contact details held by Gold Discount Brokers or (GDB) up to date and accurate. Gold Discount Brokers or (GDB) is entitled to rely on the accuracy of the details supplied.

Gold Discount Brokers or (GDB) accepts an obligation to notify changes to your contact details to your contact email address, and a further obligation to notify changes to your contact email address itself to both your old and new contact email addresses.

You accept that your failure to maintain your contact details correctly may negate some of the protections you seek in Gold Discount Brokers or (GDB). You hereby indemnify and keep indemnified Gold Discount Brokers or (GDB) against losses which arise out of your failure to maintain your contact details correctly.

What details of your activity are publicly visible?

In the interest of transparency and good marketplace practice certain information is made freely available to users:

- You may post limit Orders on the website and the best prices available combine to define the current trading prices of bullion on Gold Discount Brokers or (GDB). The best prices, and their associated Order sizes, are published on the site. In this way your Orders ordinarily become visible to other users of the system, but not in a way which is attributable to you.

A transaction ticker reports on the website the prices and sizes of trades which have been executed. In this way your transactions ordinarily become visible to other users of the system, but not in a way which is attributable to you.

- Bank statements of segregated accounts are treated in the same way. Together these reconciliations enable you to see that your property is an identified part of a reconciled pool of all users' property, held at arm's length from Gold Discount Brokers or (GDB). In this way your cash and bullion balances ordinarily become visible to other users of the system, but not in a way which is attributable to you.
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- Gold Discount Brokers or (GDB) will not report your activity to any government agencies with a formal right either to monitor bullion trading activity or investigate activity which arouses suspicion of money laundering or terrorist financing. Additionally in this event you will be notified immediately of any request by any Government Authority.

Security & privacy

Passwords

Your personal and financial data held at Gold Discount Brokers or (GDB) are protected from unauthorized access by a password and other access data which you have a duty to keep secret.

You accept that in order to provide reliable customer access we must have a robust procedure for re-issuing forgotten passwords. You accept the details of this password reset process.

You accept that the re-issue of a password entitles Gold Discount Brokers or (GDB) to suspend your right to immediate withdrawal for a period not exceeding two weeks.

Communication between us

Contact Gold Discount Brokers or (GDB) through the following channels:

Email: support@golddiscountbrokers.com

Gold Platinum S.W.M SRL T/A Gold Discount Brokers GDB (Au)

1 Calle Respaldo Socorro Sanchez

DN

Santo Domingo, Dominican Republic

Opening Hours: 9am to 6:30pm (EST), , Mon to Fri

US and International: +1 305 850 3352

Transmissions

You accept that during a logged-in session on Gold Discount Brokers or (GDB) all data which pass between you and Gold Discount Brokers or (GDB), in either direction, are passed across the internet using the https protocol, which incorporates a level of security widely accepted as offering extremely reliable privacy and accuracy in data transmission.

Email

You accept that Gold Discount Brokers or (GDB) will send off-line information to you by email, including – but not limited to – acknowledgements of changes to your key account settings, login notifications, order confirmations, execution advices, contracts, monthly statements, price alerts, and changes to Terms and Conditions. You may not unsubscribe from emails relating to your account and its administration. Gold Discount Brokers or (GDB) may also send you general information regarding updates to its products and services. You may unsubscribe from these general updates by following the instructions included in such emails. The Gold Discount Brokers or (GDB) system records all outward email transmissions.

It is your responsibility to ensure that you have a reliable email service provider that allows messages from Gold Discount Brokers or (GDB) and properly displays them to you in a timely fashion.

Gold Discount Brokers or (GDB) is entitled to rely on your receipt and acceptance of the content of an email if within 3 calendar days of the transmission no response from you has been received by us.

In the event that you communicate an issue with content of a Gold Discount Brokers or (GDB) email after this date any resolution will be considered in the context of the delay, which you accept may have a bearing on the value of any resolution proposed either by Gold Discount Brokers or (GDB) management, or through complaints arbitration.

You understand and accept that email is not encrypted and that it operates with a similar degree of privacy as a physical post, in that a network engineer, like a postman, has the ability to see email and attachments if he chooses to open your mail. You accept and understand that easily comprehended open format feedback to a known and used address is appropriate for reporting your completed business to you, off-line, and after the event.

SMS

Gold Discount Brokers or (GDB) may use voice or SMS on mobile phones as a means of contacting you rapidly.

Gold Discount Brokers or (GDB) is entitled to rely on your receipt and acceptance of the content of SMS communications if within five minutes of the transmission no rejection of the information has been received by Gold Discount Brokers or (GDB). Gold Discount Brokers or (GDB) is entitled to rely in this regard on the accuracy of its own transmission records when backed up by the independent confirmation of its telecommunications provider's records.

Gold Discount Brokers or (GDB) is responsible for initiating SMS messages correctly according to the settings on your account, and ensuring that they are received by its SMS technology provider. But Gold Discount Brokers or (GDB) is not responsible for losses you may incur as a result of an SMS message not being delivered in circumstances beyond Gold Discount Brokers or (GDB)'s direct control. This might occur if your mobile phone was switched off, or was operating in a zone or on a service technology which was not reachable via the SMS technology providers employed by Gold Discount Brokers or (GDB) .

If your account diminishes in size below a level at which it is reasonable to communicate via SMS then Gold Discount Brokers or (GDB) reserves the right to suspend SMS outputs.

Mail

Gold Discount Brokers or (GDB) may send information to you by mail to your address on Gold Discount Brokers or (GDB) records. Gold Discount Brokers or (GDB) is entitled to rely on your receipt and acceptance of the content of posted communications if within 7 calendar days of the communication being sent no rejection of the information by you has been received by Gold Discount Brokers or (GDB).

If your account diminishes in size below a level at which it is reasonable to communicate via the mail then Gold Discount Brokers or (GDB) reserves the right to suspend posted outputs.

Special measures for your extra protection

Account feedback

You are entitled to rely on Gold Discount Brokers or (GDB) sending you emails in confirmation of any changes to the contact details,

Account Alerts

Gold Discount Brokers or (GDB) implements an account alert, alerting service through mobile phone technology.

Where enabled, and when the value on your account exceeds a certain threshold, we undertake to initiate text messages to your listed mobile/cell phone, via SMS technology, at account log-in, at the point of order entry, when a withdrawal is requested or when a password reset is initiated, according to the settings on your account.

However we do not have the duty to ensure delivery to your mobile phone. You accept that it is not practicable for text messaging to be used with a 100% reliability, and you recognize that – as with any automated alerts – there is a risk that the alert is sent , but is not heard or received by you.

Nevertheless you accept and acknowledge that the implementation of the Account Alerts system does act as a powerful disincentive to illicit access to your account, as it empowers you to report to Gold Discount Brokers or (GDB) such access even while it is occurring, thereby enabling Gold Discount Brokers or (GDB) to investigate and seek the assistance of the authorities in detecting crime and arresting offenders.

You accept a duty to inform Gold Discount Brokers or (GDB) in the event that the operation of the Account Alert system suggests unauthorized access to your account.

Care of your money

Accounts

You accept the bank(s) Gold Discount Brokers or (GDB) selects to look after your cash balances held at Gold Discount Brokers or (GDB) . The current bank(s) are listed here (Banco Santa Cruz and or Ocean Bank and The Bank of The Bahamas Ltd) and are referred to as 'the bank' for the rest

of the document, with the particular bank being dependent on context. These funds may be held in our accounts or in Independent accounts held by our associated companies and or accountant and auditor.

You accept that in selecting the bank to look after your cash balance Gold Discount Brokers or (GDB) has taken due care in ensuring that the bank charged with looking after your money is of adequate standing.

You also accept and acknowledge the possibility of subsequent downwards revision of the bank's standing without considering them to be the responsibility of Gold Discount Brokers or (GDB) .

Gold Discount Brokers or (GDB) accepts a duty to place funds received from you directly into segregated client accounts maintained for multiple currencies at the bank for the express purpose of pooling un-invested Gold Discount Brokers or (GDB) customer money.

Where Gold Discount Brokers or (GDB) operates more than one client account for a particular currency, you accept that these un-invested client funds are considered pooled across those bank accounts. You also accept that withdrawals of funds back to you may come from a different bank account than the one you deposited into.

Gold Discount Brokers or (GDB) confirms that the bank has acknowledged and accepted in writing that the money on Gold Discount Brokers or (GDB) Client Accounts is held by Gold Discount Brokers or (GDB) as trustee. The bank has further acknowledged and accepted that it is not entitled to combine these accounts, or to exercise any right to set off or counterclaim against money in this account in respect of any money owed to the bank on any other Gold Discount Brokers or (GDB) account.

On your behalf Gold Discount Brokers or (GDB) is permitted to manage your money on the segregated client account exclusively for the following purposes:-

1. It may be used to buy physical bullion from another Gold Discount Brokers or (GDB) account holder according to your order placed on the Gold Discount Brokers or (GDB) website. In this case your money does not move from the bank account but the entitlement to it is transferred within Gold Discount Brokers or (GDB) records to the selling holder of vaulted bullion, while simultaneously the outright ownership of vaulted bullion is transferred to you.
2. It may be used to pay withdrawals of your money back to you – but never beyond the extent to which you have available funds.
3. It may be used to pay Gold Discount Brokers or (GDB) in respect of service and other charges earned according to the prevailing Terms and Conditions.
4. It may be used to buy physical bullion from the recognized bullion market and within our mining and mineros market on your behalf, where you have exercised your right to trade on a local bullion market.
5. Subject to the segregation of client property being maintained it may be transferred between accounts held at the different banks.

Gold Discount Brokers or (GDB) undertakes to maintain at all times within the segregated client account sufficient funds to pay back the gross credit balances of all Gold Discount Brokers or (GDB) Customers, and to have that money available for return at short notice, if required.

Gold Discount Brokers or (GDB) undertakes to operate robust internal controls such that payments of Customer money at withdrawal get authorized only when at least two senior officers of Gold Discount Brokers or (GDB) have inspected and approved the payment instructions.

The client account statement from the bank shall be fully reconciled to Gold Discount Brokers or (GDB) own records every calendar banking day, and so far as is practicable the reconciliation shall be published on that day on the Gold Discount Brokers or (GDB) website and shall be accessible at Gold Discount Brokers or (GDB) front page.

You acknowledge that the bank is entitled to act in good faith according to instructions given by Gold Discount Brokers or (GDB) officers.

You accept and acknowledge that interest is not payable to you on any uninvested cash balance held in your Gold Discount Brokers or (GDB) account.

You accept that where any of our or associated banks charge a negative interest rate for holding client money in a given currency, Gold Discount Brokers or (GDB) may charge you a monthly currency holding fee, as specified in our Tariff, for any balances you hold in that currency.

Making Deposits

You agree to fund your Gold Discount Brokers or (GDB) account from your linked bank account, credit and or debit card or by check or cash where both appropriate or applicable. Funding may be done by electronic means and or direct funding via Gold Discount Brokers or (GDB) accounts and or physical client locations.

Whether depositing through a physical paper transaction, or by electronic transfer, you understand that your bank will be expected to identify standard banking data on each incoming payment to Gold Discount Brokers or (GDB) , including (i) your bank name (ii) your branch identifier code, (iii) your account name (iv) your bank account number and (v) your Gold Discount Brokers or (GDB) user name (as the payment reference).

You accept that a failure by your bank to identify the source of your money may delay your Gold Discount Brokers or (GDB) account being credited. Then Gold Discount Brokers or (GDB) will place your money safely in suspense, pending your contact with us, at which time your advice of the correct remittance details will cause the money to be placed directly into your Gold Discount Brokers or (GDB) account where it will be capable of being used to buy bullion immediately.

You accept that where you have provided us with necessary details independently of the actual bank transfer on which your money was received Gold Discount Brokers or (GDB) is entitled to suspend your right to immediate withdrawal for a period not exceeding 60 days.

Your deposit and your linked bank account

You agree that you will not merge funds belonging to different parties within a single Gold Discount Brokers or (GDB) account.

You agree that you will not deposit in any way which obscures the source of your funds. For example, All your deposits must come from an identifiable source of income if requested you must be able to state your funds origin.

You accept that where deposit by debit card is offered, you must only make a card deposit using a debit card associated with your linked bank account or a debit or credit card issued in your name or your company name.

You accept that Gold Discount Brokers or (GDB) retains the right to 'bounce back' funds to the originating bank account if deposits are made from a bank account other than your linked bank account or any account not registered to you or when insufficient information is provided regarding the source of those funds. Whenever this occurs, you accept that Gold Discount Brokers or (GDB) is entitled to apply a fee according to the published Tariff. You also accept that the bank(s) involved in returning those funds may deduct a fee which will not be refunded by Gold Discount Brokers or (GDB) .

If you have purchased bullion with funds which we determine have come from an account other than your linked bank account or an account not registered and or controlled by you, Gold Discount Brokers or (GDB) reserves the right to sell your bullion and return the funds to source.

You hereby indemnify and keep indemnified Gold Discount Brokers or (GDB) against any and all losses which arise out of your failure to fund your Gold Discount Brokers or (GDB) account directly and identifiably from your linked bank account.

Reversible international deposits

Gold Discount Brokers or (GDB) recommends that wherever possible you deposit funds by wire.

Where you do not fund by wire (for example, where you deposit by check, by BillPay, or by e-check from the USA) you acknowledge that Gold Discount Brokers or (GDB) may apply special security procedures before processing any subsequent withdrawal request.

Under some jurisdictions (e.g. in the USA) there is a right to repudiation by your bank of a fraudulent check debited to your bank account. Instead of accepting the loss itself your bank transmits the cost internationally, in this case to Gold Discount Brokers or (GDB) , exercising a unilateral right to debit Gold Discount Brokers or (GDB) bank accounts with funds previously paid to us by check, and duly cleared. This right does not apply to funds remitted to us by wire, because you and your bank are deemed sufficiently protected from fraud when using wire transfers.

Accordingly, if you have deposited money in Gold Discount Brokers or (GDB) by a method on which this repudiation right applies, and if you seek to withdraw within the period of possible repudiation (e.g. 60 days from the USA), then we will require formal notice from your bankers that your earlier deposit will not be repudiated. You will therefore be required to provide details to us of a named staff member at your bank who can provide this notice. Otherwise you accept that the repudiation delay will expire before you will be allowed to withdraw.

You accept that Gold Discount Brokers or (GDB) is entitled to charge according to the published Tariff for contacting your bank in these circumstances.

Unidentifiable deposits

Where we are unable to identify the Gold Discount Brokers or (GDB) account to be credited, and it is not possible to return the funds to their source, client funds remaining in our suspense account for a period of 2 years or more may – at Gold Discount Brokers or (GDB) discretion – be accumulated and irrevocably contributed in a single payment to a recognized charity, on Customers' joint behalf.

Withdrawing your money

Subject to your previous and correct verification of your identity, and to the irrevocable clearance of your deposited funds, you may make withdrawals of your available money balance to your linked bank account.

You undertake to re-check the details of your linked bank account presented to you as you make your withdrawal request during a logged-in session, and you undertake to confirm your withdrawal only if you are satisfied with the linked bank details presented to you. Provided that it is satisfied with the security of your withdrawal request Gold Discount Brokers or (GDB) will remit funds to your linked bank account via SWIFT (international), CHAPS, BACS or other banking system generally considered appropriate to the payment.

Gold Discount Brokers or (GDB) is entitled to subtract bank transfer costs from the sum to be remitted.

If your withdrawn funds are to be received outside the US and your bank is not itself a SWIFT participant you accept that a correspondent bank – being a bank in your country which receives money via the international SWIFT transfer system, and which routes it to your bank – may deduct from the money sent a fee consistent with normal international banking practice.

Withdrawals may be made also in person and payable in local currency by check from any of our client services offices.

You accept that may need to perform additional security checks and there may be some delay prior to sending you your money. Any delay will depend both on the recent operation of your Gold Discount Brokers or (GDB) account and on other circumstances of the withdrawal. Where your Gold

Discount Brokers or (GDB) account was promptly validated, and where your linked bank account has been long-standing and stable, you have the right to expect your money to leave Gold Discount Brokers or (GDB) by the end of the 2nd business day following a request for payment received before midnight GMT.

How we treat small cash balances

Because of the cost of bank to bank transfers, We will not pay residual account balances of less than \$100 or other currency equivalent.

Ordinarily sums below this threshold will be retained for account reactivation except that after an account has been empty of bullion and inactive for 2 years or more **and** remained beneath a currency equivalent balance of \$20, this small balance may – at our discretion – be accumulated and irrevocably contributed in a single payment to a recognized charity, on Customers' joint behalf. Gold Discount Brokers or (GDB) may then close the account.

Where a small balance arises from a promotion, and the account has neither been funded nor had the account holder's identity verified according to our identity validation procedure, then after any period of inactivity exceeding 3 months the balance may be returned to our own resources as an unclaimed promotion.

We reserve the right to claim back promotional balances where it reasonably believes the account has been set up to abuse the promotion.

Unsettled charges

If you retain a bullion balance but do not have a sufficient available money balance to settle your charges accrued, then Gold Discount Brokers or (GDB) has the right to redeem its entitlement by a sale of your bullion but only to the extent needed, and to the nearest gram of bullion, as estimated at the point of order placement. Gold will usually be sold first, then silver, then platinum.

Gold Discount Brokers or (GDB) accepts a duty to inform you by email a minimum of 3 days prior to selling your bullion for this reason. Provided you remit sufficient funds in the intervening period Gold Discount Brokers or (GDB) will not sell any of your bullion.

If you withdraw an amount while you have unsettled charges, Gold Discount Brokers or (GDB) is entitled to deduct from the amount withdrawn the amount of the outstanding charges.

Where unsettled charges exceed the value of holdings within an account then subject to providing you with 3 days' notice Gold Discount Brokers or (GDB) has the right to sell any remaining bullion and close the account.

Account suspension and closure

Gold Discount Brokers or (GDB) reserves the right to suspend or close any account for reasons including, but not limited to:

Gold Discount Brokers or (GDB) reasonably believes your account poses significant risk to you, itself or to other users;

- We identifies information provided by you as false, or you or someone else are using the account illegally or fraudulently;
- you have acted abusively or violently towards members of our staff;
- you are in breach of these Terms and Conditions (or have failed to remedy a breach where we have asked you to do so).

You acknowledge that the suspension of your account will prevent further deposits or withdrawals and the ability to buy or sell bullion. You accept that applicable fees will continue to be charged. You accept that we are not under any obligation to disclose the details of its risk assessment to you.

If Gold Discount Brokers or (GDB) suspends your account it will not result in the expropriation of your property. Gold Discount Brokers or (GDB) will remove the suspended status from your account as soon as the reason for suspension is remedied.

If Gold Discount Brokers or (GDB) closes your account we will sell any bullion in the account and, if the account has been validated and it is legal to do so, we will return the cash balance to your linked bank account by bank transfer.

Confidentiality, money laundering, and the linked bank account

Gold Discount Brokers or (GDB) is designed to be a very secure home for legally acquired wealth.

For reasons relating to both security and anti-money-laundering legislation we require deposits to come from a bank account or bank accounts controlled by you or your company.

Where you hold more than one account with us you may transfer funds or bullion between accounts at Gold Discount Brokers or (GDB) where commonly owned.

Gold Discount Brokers or (GDB) recognises your right to confidentiality where your identity has been validated. However, where for whatever reason we become suspicious of an attempt at money laundering, terrorist financing or other breach of law, you understand and accept that we may be required to close your account and return funds to the origin of where they came from. Gold Discount Brokers or (GDB) do not maintain records on account activities once an account is closed.

Care of your bullion

Form and location

You are entitled to expect that Gold Discount Brokers or (GDB) takes assayed bullion bars as good delivery from recognized market professionals, and according to the practices which exist in the local market.

Bullion which you buy through Gold Discount Brokers or (GDB) remains in the location which was selected by you on your order.

This bullion is held as weighed and numbered bars, ingots , meltings etc in a form generally acceptable in settlement of local bullion markets sales.

Gold bars constitute unrefined and refined gold bullion ranging from 69.0% to 92.5% gold content in its natural and organic state delivered from our mining partners. Pricing and real time valuation is done at International spot market standards at gold bullion purity of no less than 99.5% purity and of a weight and manufacturer accepted by the bullion markets.

Gold Discount Brokers or (GDB) accounting units of gold, in line with standard bullion-market practice, are expressed in fine gold content. The fine gold content of each bar is its weight multiplied by its purity. The resulting units of gold applied on your holdings are 100% pure gold, and are denominated in kilograms and grams and ounces (troy).

Silver bars are not less than 99.9% pure and of a weight and manufacturer accepted by the bullion markets.

Gold Discount Brokers or (GDB) accounting units of silver, in line with standard bullion-market practice, are expressed in gross weight, not fine. They are denominated in kilograms and grams.

Platinum bars are not less than 99.95% pure and of a weight and manufacturer accepted by the bullion markets.

Gold Discount Brokers or (GDB) accounting units of platinum, in line with standard bullion-market practice, are expressed in gross weight, not fine. They are denominated in kilograms and grams.

Warranted bullion content

Gold Discount Brokers or (GDB) warrants that:

- every gram of gold on your account is a gram of the 100% pure gold content (fine gold) of a 99.5% (or greater) assayed bullion bar held in the relevant vault;
- every gram of silver on your account is a gram of an assayed silver bullion bar which is a minimum 999 parts per thousand silver;
- every gram of platinum on your account is a gram of an assayed platinum bullion bar which is a minimum 9995 parts per ten thousand platinum.

Any breach of this warranty shall be remedied by Gold Discount Brokers or (GDB) itself arranging a replacement through the procedures of the professional bullion markets, or, failing that, by replacing any shortfall, or substandard material out of its own funds.

Vault Operators

A Vault Operator is a professional organization of the highest reputation which is in the business of managing the receipt, storage and redelivery of bullion bars according to the practices of a local professional bullion market.

You accept the Vault Operator(s) engaged by Gold Discount Brokers or (GDB) for each metal and storage location.

Bailment

Your bullion is held in vaults controlled by each Vault Operator pursuant to a Storage Agreement [the "Storage Agreement"] executed between Gold Discount Brokers or (GDB) and each Vault Operator.

In each Storage Agreement, the Vault Operator acknowledges that your bullion is the subject of a bailment.

Gold Discount Brokers or (GDB) confirms that your bullion safekeeping is structured as a bailment for the purpose of arranging the strongest and simplest legal protection for your bullion within a professional bullion vault, and for no other reason.

Bailments in BullionVault

You agree that when your purchase of bullion is transacted within our system, the bullion purchased is to be delivered by the seller within the Vault Operator's premises, so as to become a bailment of your property, according to your instructions submitted exclusively with us.

From that point forward the Vault Operator has agreed to act as physical custodian of your bullion until the bailment is terminated at your instruction, again submitted exclusively via Gold Discount Brokers or (GDB).

You agree that when your sale of bullion is transacted within our system, the bullion sold is to be delivered to the buyer, within the Vault Operator's premises, on your behalf, terminating your bailment to the extent sold, as per your instructions submitted exclusively to Gold Discount Brokers or (GDB).

You agree that the record keeping of the creation and termination of the bailment is to be performed by us according to these Terms and Conditions, while the bullion rests throughout with the Vault Operator.

You acknowledge that your ownership does not necessarily relate to a specific bar but to a specific quantity of bullion in a specific vault. Gold Discount Brokers or (GDB) acknowledges that the bullion you own exists, is in the vault, is yours, and that being physical it is ultimately capable of being subdivided into measurable amounts of material which you could take into your possession, subject to paying the physical withdrawal fee according to the [Tariff](#).

Your right of individual bar ownership

Gold Discount Brokers or (GDB) allows you to own specific whole bars of gold, silver or platinum outright.

When you have within one vault an available balance of gold, silver or platinum which matches or exceeds in fine gold, gross silver or gross platinum content the smallest unreserved gold, silver or platinum bar in that vault, then you may elect to have individual bar(s) reserved exclusively to you as your property.

You will undertake the reservation process online. When you do so the specific bar(s) you select becomes your property. Your ownership will be evidenced publicly on the Daily Audit, under your nickname.

The bar you own in this way will be eliminated from the pool of liquidity on Gold Discount Brokers or (GDB) – meaning no-one, including you, can sell it while it is reserved.

You will be able to release this bar, which you will again be able to do online, and thereafter you will be able to sell it through our system.

You accept the charges applied for individual bar ownership according to the published [Tariff](#).

Insurance

Gold Discount Brokers or (GDB) undertakes to ensure your bullion is insured against theft and damage according to the accepted insurance standards of the bullion industry, and at a cost which is included in the charge you pay to us in respect of custody of your bullion.

Gold Discount Brokers or (GDB) confirms to you that in each "Storage Agreement" the Vault Operator undertakes to provide documentary Evidence of Insurance.

Ownership records

Gold Discount Brokers or (GDB) maintains the master copy of ownership records. Gold Discount Brokers or (GDB) agrees with you that in so far as they relate to you these records shall only be modified upon the execution of your valid instructions, made according to these Terms and Conditions.

All records of ownership of bullion in any and all amounts and recorded and retained only during the period your account is active with Gold Discount Brokers or (GDB) by the accounting firm of ACDM Consultores SRL . A licensed and registered Accounting firm. Registration # 546449

Your right to trade on local bullion markets

Where your cash balance or bullion holding enables you to settle either:

- one or more whole bars of gold; or
- one tonne or more of silver; or
- four or more whole bars of platinum

on the local bullion market, you have a right to trade gold, silver and platinum directly on the local professional spot bullion market, but only via bullion dealers which Gold Discount Brokers or (GDB) itself has a regular dealing relationship with.

The local good delivery unit for gold is usually a 400 troy oz bar (about 12.441 kg).

The local good delivery unit for silver is usually a 1,000 troy oz bar and they are processed on sealed pallets of usually 32 bars, being approximately one tonne.

The local good delivery unit for platinum are bars that range between 32.151-192.904 troy oz (1-6 kilograms).

If you use this right you will pay Gold Discount Brokers or (GDB) normal commission or mark-up rates, and the Armoured Transportation fee according to our published Tariff.

Where you elect to take up this right Gold Discount Brokers or (GDB) will act as your agent in the transaction.

To exercise this right you will need to contact Gold Discount Brokers or (GDB) directly by telephone during office hours and you will be provided with the prevailing details of the procedure.

Your general right of bullion withdrawal

Where you own bullion stored in a vault, you have a right of withdrawal of your gold, silver and platinum from Gold Discount Brokers or (GDB), but you acknowledge Gold Discount Brokers or (GDB) is not designed primarily as a service for those who wish to take physical possession of bullion.

Your wish to withdraw gold will be accommodated only for quantities above 50 grams and in the form of whole numbers of appropriate gold bars of varying sizes and of generally accepted gold bullion to be selected at Gold Discount Brokers or (GDB) discretion.

Your wish to withdraw silver will be accommodated only in the form of whole numbers of 1,000 troy oz bars.

Your wish to withdraw platinum will be accommodated only in whole-kilogram quantities and in the form of whole numbers of platinum bars.

You understand and accept that Gold Discount Brokers or (GDB) charges withdrawal fees according to its published Tariff, and that these vary according to the type of bullion you are withdrawing.

By using standard bullion products of its choice Gold Discount Brokers or (GDB) undertakes to meet your withdrawal request to the nearest 10 grams, and to debit your account to the nearest gram of the actual delivery made. It further undertakes that to the extent that rounding in whole grams favours either party, through the acquisition or disposal of partial grams of gold, silver or platinum, Gold Discount Brokers or (GDB) will adjust the monetary balance on your account to within \$2 of the value of the partial gram so acquired or disposed.

To make physical withdrawals you will be required to provide reliable forms of identification, address verification and, depending on the amount being withdrawn, professionally certified source of funds and source of wealth declarations (for which evidence may be required). In addition, you may in addition be required to indemnify us against identity fraud through the purchase of appropriate insurance.

You understand that you cannot claim withdrawal directly from a Vault Operator. Your right to withdrawal is to be effected through Gold Discount Brokers or (GDB) who have the means and responsibility for identifying you reliably. Depending upon the quantity withdrawn you may be required to identify a local bank or equivalent institution to which your bullion can be delivered.

Upon withdrawing bullion you accept that you may lose anonymity where these transactions are monitored by appropriate authorities.

Upon withdrawing bullion you accept that you may become liable to taxes which you would otherwise not become liable to, and you permit Gold Discount Brokers or (GDB) to deduct those taxes where appropriate.

You understand that Gold Discount Brokers or (GDB) does not buy back bullion once withdrawn from the vault.

Deliveries to your verified address

Where you have requested a delivery to your address you accept that the acts or omissions of any person at that address are fairly deemed by us to be acts or omissions by you.

You accept an obligation to inspect your package prior to signing for receipt. You understand that government or customs agencies may have opened (and re-sealed) your package. If the package has been opened or visibly damaged by any other party then you will refuse to receive the package, and you will not sign for receipt.

Gold Discount Brokers or (GDB) agrees with you that it is responsible for paying the courier's ordinary charges out of the delivery fees charged to you upon your request to withdraw. But you acknowledge that you may still be liable for any customs, tax, delivery, release or other charges which may be applied as a result of action by any government agency in the course of making your delivery. Whether such charges are applied to you upon receipt, or by demand to Gold Discount Brokers or (GDB), you indemnify Gold Discount Brokers or (GDB) against those charges.

You accept delays which may arise as a result of action of government agencies.

You accept an obligation to sign for receipt where a delivery appears to be in good order.

You acknowledge that a signature applied by a package recipient at your address evidences a receipt of a package in appropriate condition.

You agree that, excluding your rightful refusal to sign for receipt of the package, any returns to Gold Discount Brokers or (GDB) for whatever reason shall be at your expense.

Your right of transfer to an alternate vault

Where international law permits it you have a right of transfer of bullion within Gold Discount Brokers or (GDB) from one vault location to another, but only in the form of entire and appropriate bars. Transfers of this kind are performed through accredited bullion couriers. Vault and courier charges are variable, are payable by you, and can be quoted at the time.

If it is not possible for transferred bars from one location to be accepted as good delivery in the alternate location of your choice there may be additional charges to cover either the selling of your bullion and its replacement with a locally acceptable form, or its refining and manufacture into a locally acceptable form.

Upon transferring bullion you accept that you may lose anonymity where these transactions are monitored by appropriate authorities.

Upon transferring bullion you accept that you may become liable to taxes which you would otherwise not become liable to, and you permit Gold Discount Brokers or (GDB) to deduct those taxes appropriately.

You accept the charges as stated on the published Tariff.

Procedures for bullion withdrawal from a vault

Gold Discount Brokers or (GDB) accepts responsibility for implementing security procedures which prevent the unauthorized removal of bullion from a vault.

Excepting only duly authorized shipments to another Gold Discount Brokers or (GDB) storage location – such as might be requested by customers in response to an international crisis – Gold Discount Brokers or (GDB) undertakes that on no single day shall any amount exceeding both 25

kilograms and 5% of the gold, 1 tonne and 5% of the silver, or 25 kilograms and 5% of the platinum vaulted at a Gold Discount Brokers or (GDB) location be authorized for removal.

How your orders are processed

You understand that you may enter orders to buy and sell bullion on the Gold Discount Brokers or (GDB) Dashboard, at quantities, prices and physical locations under your control, but only when having sufficient resources already at Gold Discount Brokers or (GDB) to effect immediate settlement. You understand that you may enter orders to buy or sell at the market spot price, published daily on the London Bullion Market Association's website, at quantities or values under your control, but only when having sufficient resources already at Gold Discount Brokers or (GDB) at the time the order is submitted. All orders for Gold and Silver will receive our exclusive 1% Discount Below Current Market Spot prices displayed on your dashboard and our website. Platinum is not supported at any discount rates on purchase orders.

You agree that your orders are to be submitted to Gold Discount Brokers or (GDB) servers by yourself via the internet.

Order validation

We will ordinarily accept your orders to buy bullion in any vault offered for that metal, provided the purchase limit price is specified in a currency in which you have sufficient available funds to settle the entire purchase.

We will ordinarily accept your orders to sell bullion from a given vault for any currency offered, provided the quantity specified is currently stored and available on your behalf in the vault specified.

Gold Discount Brokers or (GDB) accepts your orders within a constant fluctuating range above and below prices broadly consistent with current market prices.

If your order does not comply with the terms of the order type, or one or more of the above conditions are not met your order will be rejected.

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Daily Price trades

Until the published cut-off time appropriate to your order you have the right to transmit a request to remove an unexecuted order you placed with Gold Discount Brokers or (GDB), and thereafter Gold Discount Brokers or (GDB) is obliged to prevent your order so cancelled from being executed.

Dealing Advice and Contract

Gold Discount Brokers or (GDB) will acknowledge executed orders and parts thereof to you via email shortly after each execution occurs.

The completion of an order – either through deal executions or order cancellation when only part executed – will result in Gold Discount Brokers or (GDB) sending you, via email, a formal contract after settlement in respect of the complete amounts traded as a result of the original order.

Commission or mark-up?

Gold Discount Brokers or (GDB) publishes all relevant charges and or amount of any charges added to your purchase price as a mark-up, or deducted from your sale price as a mark-down on our tariff list where applicable. The resulting net price is the basis of our contract, and no commission is charged. You are not disadvantaged by this re-classification of our fees. All trades are dealt on a matched principal basis.

Settlement

Dashboard Trades

You authorize Gold Discount Brokers or (GDB) to accept your DashBoard order as an instruction to settle immediately in the event that your order executes, whether in whole or in part. Gold Discount Brokers or (GDB) accepts full responsibility for the ability of executed orders to settle. It stands as guarantor behind any purchase that the seller is able to deliver bullion to the purchaser in the quantity purchased. It stands as guarantor behind any sale that the purchaser is able to pay currency to the seller for the consideration of the sale.

Settlement of a DashBoard transaction happens instantaneously at the point of trade.

The inward delivery of bullion for a buying customer is always matched exactly with a simultaneous but opposite outward delivery of bullion for a selling customer. No material changes arise at the vault as a result of instantaneous settlement of your bullion trade.

Daily Price trades

Settlement of a Daily Price order transaction usually happens after two working days. For a purchase the money required to settle your transaction plus expenses will be reserved in your trust account until settlement of the bullion occurs. For a sale, the bullion required to settle your transaction will be reserved in your custody account until settlement of the money net of expenses occurs.

The Settlement Due Date shall be defined by the prevailing conditions in the spot market, which ordinarily shall be on the second business day following the trade.

Gold Discount Brokers or (GDB) may at its discretion settle your trades early.

Gold Discount Brokers or (GDB) will ordinarily settle your trade on the Settlement Due Date or as soon thereafter as practicable.

Provided that it continues to hold your required resources segregated in your favour until such time as your deal may be capable of settlement, Gold Discount Brokers or (GDB) may at its discretion and without penalty settle your trades late, up to a maximum of 5 working days after their Settlement Due Date. Where a delay past the Settlement Due Date restricts your ability to deal you have the right to ask for a priority settlement, and Gold Discount Brokers or (GDB) undertakes to use its best endeavours to fulfil your request.

Where a delay extends past 5 business days you are entitled to compensation in respect of reasonable claims for loss of interest applying from that fifth day. You are not entitled to compensation arising from loss of interest during the first five days of delay, or for losses or lost profit opportunities arising from price movements while your trade remains unsettled.

All Trades

Upon settlement a buyer receives and becomes the owner of bullion and a seller is credited with money held in trust, net of trading expenses. Similarly a buyer is debited with money previously held in trust, net of expenses, and a seller makes delivery of bullion.

The delivery of bullion in settlement is effected by book entry within our system. Your resulting bullion custody balance represents outright ownership of bullion held at the relevant vault.

Gold Discount Brokers or (GDB) instructs each Vault Operator in our capacity as your agent.

The payment of money is effected by book entry within our system. Your resulting account wallet balance represents your currency assets of segregated Client money held at the relevant bank in trust.

We instruct the bank in our capacity as your agent.

Gold Discount Brokers or (GDB) guarantees that the settlement of funds occurs simultaneously with the delivery of bullion.

Your overall balance is composed as the sum of your custody balance and your unsettled balance. An overall balance is maintained for each of the currencies and classes of Bullion you hold.

Your settled balance of Bullion is held for you in custody by the Vault Operator. Your settled balance of cash is held for you in trust by the bank.

Your unsettled balance is applied to your custody balance when your trade settles.

You can see your new custody bullion and trust money balances on your DashBoard immediately after settlement occurs.

Each business day Gold Discount Brokers or (GDB) undertakes, so far as is practicable, to publish online a full customer by customer reconciliation of bullion and money to the underlying currency statements from the bank, and bar lists from the vault, in both cases as at the close of business on the previous business day.

Termination of this Agreement

The prevailing Terms and Conditions remain in effect until your account is closed.

You may close your account by following the steps outlined on the Gold Discount Brokers or (GDB) website.

Risk warnings

The following lists indicate such risks as Gold Discount Brokers or (GDB) considers material. It does not constitute a statement of all possible risks.

Risks which are not our responsibility

Gold, silver and platinum price movements — You are exposed to the risk of potential loss arising from a falling bullion price during the time in which you own bullion. This risk is not a Gold Discount Brokers or (GDB) responsibility.

Money politics — Governments and other agencies seeking currency stability, or for other reasons, might seek to constrain or tax the ownership of bullion to the disadvantage of its owners. Gold Discount Brokers or (GDB) provides for multiple locations from which you may choose one or more. The actuality or fear of government action might affect the value of bullion stored in a given location. This risk is not a Gold Discount Brokers or (GDB) responsibility.

Bank insolvency — Your cash balances at Gold Discount Brokers or (GDB) are deposited in segregated accounts at a highly rated bank, but your money's safety is dependent on bank integrity. All banks are subject to possible failure. Depending on a number of factors in the event of bank failure you might be entitled to receive compensation from appropriate authorities, but the terms of such compensation are complex and the timescale for receiving compensation might be long. This risk is not a Gold Discount Brokers or (GDB) responsibility. [Note that when your money is used to buy bullion your exposure to bank insolvency ceases.]

Identity theft — If your Gold Discount Brokers or (GDB) account number and password are compromised, you are at risk of unauthorized access to your account. Any withdrawal resulting from use of a compromised password would only be to your linked bank account. As a result the most serious risk arising from the theft of a password are (i) loss of privacy and (ii) the entering of mischief

orders on Gold Discount Brokers or (GDB) – which would execute at market prices and thereby potentially switch you between bullion and money – or vice versa – at prevailing values but not according to your wishes. An attempt to bleed your account of value in favour of another account would be reversed whenever advised in reasonable time, and would of course lead to detection and prosecution of any criminal activity without gain. In these ways Gold Discount Brokers or (GDB) seeks to minimise the risks to you associated with identity theft but these are **not** a Gold Discount Brokers or (GDB) responsibility unless the breach of security can be shown to have occurred because of Gold Discount Brokers or (GDB) error.

Liquidity risk — The risks associated with a lack of immediate liquidity are not a Gold Discount Brokers or (GDB) responsibility.

System availability — System errors are not Gold Discount Brokers or (GDB) responsibility.

Computerized machinery, which is accessed by you across the internet, might become inaccessible for periods of time. This could prevent you from executing a transaction which you would otherwise have made. This risk is not a Gold Discount Brokers or (GDB) responsibility.

Insurance exclusions — As your property your bullion is subject to insurance exclusions imposed by insurance underwriters in line with established insurance practice regarding the physical protection of your bullion. These excluded risks are presented on the evidence of insurance published on the Gold Discount Brokers or (GDB) site and include events like nuclear war. These risks are not a Gold Discount Brokers or (GDB) responsibility and are risks you undertake with respect to your bullion, except that no exclusion absolves Gold Discount Brokers or (GDB) in undertaking its correct duties of care in arranging the security of your property to levels considered commercially acceptable.

Force Majeure — The risks described under Force Majeure are not Gold Discount Brokers or (GDB) responsibilities.

OUR Responsibility

Gold Discount Brokers or (GDB) accepts it has duties of care with regard to aspects of risk to your property and undertakes to manage risks so as to contain them at minimal levels, consistent with best business practices.

Subject to the provisions for Exclusions and Limits of liability in these Terms and Conditions Gold Discount Brokers or (GDB) accepts liability for failing in this duty.

Physical bullion theft — Your bullion could conceivably be stolen from a vault by determined thieves. It is the Vault Operator which accepts a duty to retain sufficient security measures, and to maintain cover against such an eventuality either in terms of its own resources or its insurance policies. Gold Discount Brokers or (GDB) accepts a duty to regularly monitor the Vault Operator to ensure the maintenance of a limit sufficient to cover at least the value of the bullion stored.

Subject to the provisions for Exclusions and Limits of liability in these Terms and Conditions Gold Discount Brokers or (GDB) accepts liability for failing in this duty.

Theft of Customer money — Money held in the segregated Client accounts could be illegally transmitted through the banking system by a determined thief, or thieves, operating within Gold Discount Brokers or (GDB) .

Subject to the provisions for Exclusions and Limits of liability in these Terms and Conditions Gold Discount Brokers or (GDB) accepts liability for failing in this regard.

Our segregation management — A failure by Gold Discount Brokers or (GDB) system to prevent a customer from over-purchasing beyond his cash balance, or over-selling beyond his bullion balance would render a segregated account temporarily incapable of meeting its obligations to other customers. All Gold Discount Brokers or (GDB) software is designed to eliminate this eventuality. Moreover Gold Discount Brokers or (GDB) checks its accounts daily for such eventualities. The risk of material loss is extremely small, because any such over-trading would be substantially offset by a surplus in the opposite segregated account.

Subject to the provisions for Exclusions and Limits of liability in these Terms and Conditions Gold Discount Brokers or (GDB) accepts liability for failing in this duty.

Record keeping — a risk in all business record keeping systems is that internal records may show a position which satisfies the organization's officers but does not represent the real world, and where the problems only come to light when it is too late. The risk rises with increasing complexity of transactions and the availability of credit, neither of which apply to Gold Discount Brokers or (GDB) . For all businesses the record keeping risk is statutorily addressed by annual audit. In addition Gold Discount Brokers or (GDB) controls its record set by voluntarily submitting its daily reconciliations of Customer property to public inspection on the web.

Subject to the provisions for Exclusions and Limits of liability in these Terms and Conditions Gold Discount Brokers or (GDB) accepts liability for failing in this duty.

Insolvency — Gold Discount Brokers or (GDB) maintains sufficient shareholders' funds to pay for all its planned operations for the foreseeable future, even in the absence of all operating revenue. This makes it an exceptionally strong business in financial terms.

However unforeseen events could conceivably damage that financial strength, rendering Gold Discount Brokers or (GDB) insolvent.

The insolvency of Gold Discount Brokers or (GDB) **would not affect your property rights with regard to money or bullion in a Vault account**, but it would be likely to create some inconvenience and delay for you in taking hold of that property.

Disastrous data loss — Gold Discount Brokers or (GDB) system contains data in electronic form which could conceivably be lost in a widespread and catastrophic machinery failure. Gold Discount Brokers or (GDB) operates a redundant machinery policy which means that every component of its data storing capability is protected by both local and remote data duplication. The likelihood of a

simultaneous loss of all data copies is extremely low. However, in addition to this the system sends an encrypted copy of full ownership records to remote data vaults identified to Gold Discount Brokers or (GDB) auditors and Vault Operators, ensuring that data loss is a temporary inconvenience, not a disaster. Moreover you can save the published reconciliation of your property on your own computer, thereby replicating that part of the records which relates to your own property.

If the account holder dies or is incapacitated

In the event that you become incapacitated you permit Gold Discount Brokers or (GDB) to allow your account to be maintained on your behalf by your duly authorized attorney.

In the event of your death there are different procedures depending on the jurisdiction in which you die.

Gold Discount Brokers or (GDB) undertakes to process your account in accordance with the instructions of your authorized executors or administrators.

You permit Gold Discount Brokers or (GDB) to seek legal advice in the jurisdiction of your estate's administration, at the expense of your account but limited to the relevant charges detailed in the [Tariff](#).

For further information please contact us at support@golddiscountbrokers.com

Terms and Conditions Acceptance

You agree to abide by our terms and conditions as outlined. You acknowledge that these terms may be amended from time to time. Gold Discount Brokers or (GDB) reserves the unilateral right to suspend or switch off your access to the API and remove all orders should you be in breach of these terms.

Gold Discount Brokers or (GDB) takes no responsibility for the performance of any unofficial product making use of the API.

Reselling Our Service

If you operate one or accounts on behalf of customers of yours, whether as a reseller or otherwise, you must inform us and obtain permission to do so.

Price and chart data

You also accept that these services are provided on a best endeavours basis and that Gold Discount Brokers or (GDB) is not liable for any loss that may occur as a result of any action you may or may not take as a result of receiving or not receiving price alerts or relying on chart data.

Tariff

The prevailing Gold Discount Brokers or (GDB) Tariff is published on our website, [here](#).

Charges are ordinarily settled out of your cash resources on Gold Discount Brokers or (GDB). In the event that charges are outstanding because you have neither paid money in, nor raised cash by selling bullion, Gold Discount Brokers or (GDB) has the right to sell bullion to raise money sufficient to pay the charges.

System availability and downtime

The system is scheduled to operate continuously except where planned software updates and maintenance is necessary, usually carried out on weekends. Gold Discount Brokers or (GDB) will always provide an advance warning notice via the website for planned downtime. There may also be planned service interruptions at other times where maintenance requires urgent action which cannot wait until a weekend. Such service interruptions will where possible be planned at times of lower public demand for the service.

Where service interruption is planned and you have an open order your order will ordinarily survive the service interruption.

When an unscheduled service interruption occurs and you have an open order your order will ordinarily survive. However, in some instances these orders may be removed at the resumption of the service and any un-traded element of the order will be treated as cancelled.

We will endeavour to keep you informed via email when you have open orders during a period of unscheduled service interruption, but you accept that the nature of the service interruption may make it impractical for us to do this.

You accept that service interruption is an unavoidable event on networked computers. You accept our terms for handling service interruption vis-a-vis your open orders. You understand that leaving a firm order on the DashBoard can expose you to risks which are increased in the event of a service interruption, and you accept those risks.

External Regulation

Gold Discount Brokers or (GDB) is a Limited Company regulated by both US and Dominican Republic Law, which covers well established Western principles of statutory property rights and statutory company law. Gold Discount Brokers or (GDB) is a wholly owned subsidiary of S.W.M Gold & Platinum SRL.

Regulatory responsibility rests on three mutually independent arms of law enforcement: (i) the investigating authority, (ii) the prosecuting authority and (iii) the Criminal Courts.

In addition you have recourse to the civil law, which would rule on disputes between you and Gold Discount Brokers or (GDB) arising when either alleges against the other a damaging breach of these stated Terms and Conditions. Bringing and defending a case under civil law would ordinarily incur costs.

You understand and acknowledge that together with the regular securities and commodities market, our status is markedly different from the financial services industry.

Modern financial services businesses throughout Europe and America tend to be companies which deal in paper based instruments generally called 'securities', and these are subject to increasing legal sophistication and regulation.

As we deal in the absolute ownership of physical metal acquired on the spot market, and not paper based contractual rights extending beyond the normal settlement period of the spot market, it falls outside the defined scope of formal financial services regulation.

The London bullion market and The International bullion markets – which are the largest in the world – is instead regulated by traditional property law.

Correction of Errors

Record Keeping Error

In the event of administrative error Gold Discount Brokers or (GDB) is entitled after the event to make appropriate adjustments to records of your account.

Trading System Error

Neither Gold Discount Brokers or (GDB) nor you have the right to make profits from trading system failures.

Gold Discount Brokers or (GDB) system is designed to protect all users from clear trading errors by rejecting orders priced substantially away from the prevailing bullion price. This protection depends on receiving currency and bullion market price data from a variety of digital sources. The

effectiveness of this protection is to an extent out of Gold Discount Brokers or (GDB) reasonable control. In the event of a failure to protect participants in this way both Gold Discount Brokers or (GDB) and you accept that reasonable adjustments may be made after the event in order to ensure the marketplace operates fairly to all participants.

Exclusions and Limits of Liability

(i) Gold Discount Brokers or (GDB) total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms and Conditions shall be limited to the value of your cash balance and/or bullion from time to time deposited with or by Gold Discount Brokers or (GDB); and

(ii) Gold Discount Brokers or (GDB) shall not be liable to you for any pure economic loss, fall in the value of your bullion or currency, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with these Terms and Conditions.

Tax

You are responsible for paying such local taxes as are or may be applied on bullion purchases, bullion sales and bullion custody, and on any associated charges, and such taxes are added to charges where appropriate.

Force Majeure

Gold Discount Brokers or (GDB) shall not be liable to you for any delay or failure by it to perform its obligations if such delay or failure arises from any unforeseeable causes beyond its reasonable control including, but not limited to, acts of God, floods, lightning, earthquakes, labour disputes, shortages, rationing, utility failures, war, terrorism, riot, embargoes, and actions of any government agency or subdivision thereof.

Language

You are entitled to consider that reasonable care has been taken by Gold Discount Brokers or (GDB) in the translation into different languages of Gold Discount Brokers or (GDB) procedural and operational material, and that these translations fairly reflect the underlying meaning of an original document in the reference language of Gold Discount Brokers or (GDB), which is English. In the event of any differences between the English version of these Terms and Conditions and any non-English versions, the English version shall prevail.

You can contact Gold Discount Brokers or (GDB) in any language in which our site is published.

You can make informal complaints in any language in which the Gold Discount Brokers or (GDB) site is published.

You can make formal complaints in any language in which the Gold Discount Brokers or (GDB) site is published.

You will provide a translation into English to enable the adjudicating council to assess your complaint fairly in words submitted by you or your translator.

Dispute resolution shall take place in English and communicated to you in English, and also in the language of your complaint.

Law

The law governing the provision of the Gold Discount Brokers or (GDB) service to the Customer is the law of Dominican Republic and any disputes arising in respect hereof shall be governed exclusively by the Dominican Republic Courts.

You agree to comply with all relevant laws of any territory in which you make use of the Gold Discount Brokers or (GDB) service.