

# **E-Shop Terms and Conditions**

## **Table of Contents**

1.	Introduction	2
2.	General	2
3.	Terminology	3
4.	About the Electronic Service	
5.	Items and Information	5
6.	Pricing	5
7.	Payments	6
8.	Use of the Electronic Service	
9.	Order Processing	8
10.	Delivery	9
11.	Contacts	11
12.	Warranties and Agreement	11
13.	Limitation of Liability	12
14.	Copyrighting and Intellectual Property	12
	LMML Requirements	
	Other Legal Requirements	
17.	Amendments and Access	13
18.	Miscellaneous	13

## 1. Introduction

- 1.1. The Terms and Conditions (hereinafter also be referred to as: 'the/this/these Terms and Conditions', 'Terms', 'T&C', 'Agreement', and/or 'Document', where context permits) listed below dictate the procedure for purchasing precious metal products from the online shop (hereinafter may also be referred to as: 'e-shop', and/or 'online store', where context permits) via the website, <a href="https://store.bullionz.com">https://store.bullionz.com</a> (hereinafter may also be referred to as: 'website', and/or 'site', where context permits), which is owned and operated by BullionZ (hereinafter may also be referred to as: 'we', 'us', 'our', 'Brand', where context permits), a Brand operated by BT EXCHANGE (LT) UAB, Registration Number 306321553, whose registered address is at Gedimino pr. 20, LT-01103 Vilnius, Lithuania (hereinafter may also be referred to as: 'The Company', where context permits), which is owned and operated by AG Bullion EOOD (hereinafter may also be referred to as: 'The Parent Company', and/or 'Parent', where context permits) who holds registered offices at Office 801, 251G Okolovrasten pat, Mladost District, Sofia, Bulgaria, 1766.
- **1.2.** Throughout these Terms, any and all words importing the singular shall, where the context permits or requires, include the plural and vice versa. Any and all words importing gender or neutrality shall include both genders and/or any neutrality. Any and all words importing persons shall also, where the context permits or requires, include natural persons, public bodies, and any corporate or unincorporated body.
- 1.3. These Terms are written and therefore shall be construed and interpreted in English. If BullionZ or the Parent provides these Terms in any other language to any other jurisdiction, all relevant parties acknowledge and agree that the translation shall only be construed as indicative of this English version. Where and only if there exists any inconsistency between the translated version and the English version, the English version shall prevail.
- **1.4.** These Terms in its entirety, including, but not limited to: the subsequent Sections, Articles, and Clauses, along with any amendment, appendix, or any other versions, document, legal notice, form, webpage, agreement, or contract, referenced to directly or indirectly in writing or otherwise herein or through any method by the Parent or Company in any way; sets out the Company's standard terms and conditions of its eshop upon which the Company intends to conduct eCommerce business through.

#### 2. General

- **2.1.** BullionZ operations are centered around precious metals products, including, but not limited to:
  - a) Trade and services for physical precious metal coins and bullions;
  - **b)** Transactions with precious metals; and
  - **c)** Precious metal products available for export, import, and processing.
- **2.2.** BullionZ is duly licensed and registered by the following public registers:
  - a) The Ministry of Economy under certificate № 7543;
    - **i.** This registration provides the Company license to work on precious metal achievements, processing, and transactions.
- **2.3.** BullionZ's operations are governed and controlled by the following authorities:

- a) The Minister of Economy and the National Revenue Agency
  - i. In accordance with Currency law and its related acts, hereby refer to BullionZ as a person working in the field of obtaining, processing, and dealing with precious metal articles.
- **b)** State Agency for National Security
  - i. In accordance with the Law on Measures against Money Laundering (LMAML) and regulations this agency concerns the storage and transport of financial and monetary funds of people.
- c) Commission for Personal Data Protection
  - i. Regards the protection and storage of information and/or products as defined by the Personal Data Protection Act and/or other recommendations of Bulgarian or international acts.
- d) Consumer Protection Commission
  - i. Governs compliance with the Consumer Protection Act ("ZZP").
- **2.4.** In the field of eCommerce, BullionZ is covered by the following ADR body:
  - **a)** Sectoral Recommendation Committee for Disputes in Financial Services Used and Providing Distance Financial Services for Consumer and Mortgage Liaison.
    - i. One can contact them via the following contact details:

Address: 4A Slaveykov Square, 1000 Sofia;

E-mail: <a href="mailto:adr.sosec@kzp.bg">adr.sosec@kzp.bg</a>; Website: <a href="http://www.kzp.bg">http://www.kzp.bg</a>; Phone: +35929330590.

**2.5.** The Parent, AG Bullion EOOD, is duly registered under Law on Value Added Tax under VAT number BG 207339382.

#### 3. Terminology

- **3.1.** Within this Document, these words, phrases, and expressions shall have the following meaning:
  - **a)** "Additional Fees" an additional cost, exceeding the original listed value of an item, related to the processing, delivery, and insurance of purchased items to the customer.
  - **b)** "Acceptance of an Order" a purchase and sale contract concluded between a customer and BullionZ, regarding items ordered and is available upon the moment of delivery to the customer.
  - c) "Customer(s)", or "Buyer(s)" refers to an able-bodied natural person who has reached 18 (eighteen) years of age, visits the site, and/or has or is interested in purchasing BullionZ's goods via its e-shop located on the website.
  - **d)** "Electronic Service(s)" the way BullionZ provides customers with the opportunity to purchase items from their e-shop, employ use of their full services, and/or contact a representative of BullionZ through methods provided on its website.

- **e) "E-shop"** a specific page(s) on the site, through which customers can view offered items and place orders.
- **f)** "Good(s)", "Item(s)", "Inventory", or "Product(s)" the precious metal goods in the form of coins and bullion bars, presented and offered for sale from the product catalog on the e-shop of BullionZ via their website.
- g) "Order" an individual request for the purchase of selected Items available in one's Shopping Cart. Said order requests are not binding as the seller has the right to accept or refuse to fulfill the order made by the customer. To conclude an acceptance of order contract between the seller and a customer, BullionZ must fully accept the order placed by the customer.
- h) "Order Confirmation" the process by which the seller confirms to the customer that the order made has reached a sales representative. Upon receipt of an order confirmation, the customer may no longer reject the order. However, a customer's acknowledgment of receipt of the order confirmation is not equivalent to its acceptance by the seller.
- i) "Partner(s)" refers to any outside institution, company, or brand, unaffiliated or connected to the Company and its Parent, yet aids BullionZ, the Company BT EXCHANGE LT UAB and its Parent AG Bullion Ltd with providing and offerings its goods and services to customers, including, but not limited to: payment service providers, financial institutions, shipping courier services, security firms, etc.
- **i)** "Seller" refers to BullionZ as a company or brand, in relation to the e-shop they own, supply, and manage at the website.
- **k)** "Services" broadly encompasses the full statute of all physical and digital offerings displayed throughout the e-shop and website as a whole, including but in no way limited to: delivery and shipping, vaulting and storage, insurance, and other financial services.
- I) "Shopping Cart" a function within the e-shop portion of the site, through which the items selected for purchase by the customer are stored. Items may be added, removed, amended within this cart, before continuation to the purchasing stage of the sales process.
- **m)** "Value of the Items" the total value sum of the goods selected for purchase by the customer within the shopping cart.
- n) "Value of the Order" the total value of the order that the customer has to pay. It includes the value of the Items, additional fees, as well as all due taxes and other statutory expenses.
- **o)** "**Website**", or "**Site**" refers to the URL <a href="https://store.bullionz.com">https://store.bullionz.com</a> through which one may access the BullionZ e-shop along with the full range of its services.

## 4. About the Electronic Service

**4.1.** The electronic services that BullionZ provides via its website gives potential and existing customers an opportunity to purchase the offered items displayed on its eshop. Said services are provided by BullionZ for a fee, in strict compliance with these Terms and the generic terms of its main website.

**4.2.** Every potential or existing customer must possess the necessary knowledge and tools to access the e-shop, make a choice, and place an order.

## 5. Items and Information

- **5.1.** BullionZ's e-shop, as accessed through its website provides customers the opportunity to purchase physical precious metals, including, but in no way limited to:
  - a) Gold Coins; and
  - **b)** Gold Bullions (Bars).
- **5.2.** The list of products mentioned in **Clause 5.1** is in no way exhaustive, and as such may be subject to change per the sole discretion of the Company, based on its business goals, purposes, inventory holdings, customer demands, supply, etc.
- **5.3.** The Company reserves the right, per its sole discretion, to alter, update, remove, and/or add, items available for purchase by customers through its e-shop without formal or advance notice at any time, including, but not limited to:
  - a) Product Images;
  - **b)** Product Names;
  - c) Product Prices; and/or
  - **d)** Product Information and Descriptions.
- **5.4.** Any and all item information provided on BullionZ's e-shop on its website, including, but not limited to, physical characteristics, price, etc., constitutes a detailed description of the product(s) offered.
  - **a)** Any graphic images or videos of a product, however, should be construed as exemplary only, and serve solely in an illustrative capacity.
  - **b)** This understanding thereby does not commit the seller to a specific identity between the product and the graphic representation.
  - c) This Clause hereby acts as official notice that certain visual discrepancies may occur between the displayed photos on the Company's e-shop or website and the physical goods received and delivered by the customer.
- **5.5.** All content on the e-shop and other pages of the BullionZ website is aimed at assisting customers in obtaining additional information associated with the products and services offered by the Company.
  - a) In this sense, the above information does not constitute nor acts as a binding commitment of BullionZ for financial, investment, tax, or legal advice, holding, purchase, strategy and\or consultations.
  - **b)** Every customer must make their own independent assessment when purchasing the offered items.
  - c) In cases where a customer may be unaware or unfamiliar with any of the applicable implications associated with their usage of the website, BullionZ strongly advise consultation with a third-party advisor to assist in any decision making.

#### 6. Pricing

- **6.1.** Prices of the items offered are updated in real-time by BullionZ, following any change in the price of precious metals on the financial markets.
  - **a)** As such, BullionZ reserves the right to change them in the manners specified below:
    - i. Price delays causing the price displayed on the website to differ from that shown on financial markets may occur.
    - **ii.** As such, the Company shall not be held liable for any such delays due to technological issues, either directly or indirectly, by its part or by the part of third parties.
- **6.2.** The price of the items selected by the customer shall be indicated in a place visible to the customer in the order summary page or shopping cart before it is finalized.
- **6.3.** It is understood that additional fees may vary depending on the specifics of the individual order and/or chosen methods of delivery and/or payment.
- **6.4.** Delivery price is dependent on the shipment's location, weight, and value.
- **6.5.** All Additional Fees are indicated in a visible place for the customer to review, typically in the shopping cart, before the order finalized.

## 7. Payments

- **7.1.** The BullionZ e-shop provides the following payment options for the items it offers for sale and as selected by the customer:
  - a) Online Card Payment;
  - **b)** Bank Transfer via transfer to the bank account of BullionZ indicated on the site for this purpose;
  - c) E-Wallet and/or
  - **d)** Acceptable and Legal Alternative Methods of Payment.
    - **i.** The Company may add additional payment options as may be required, based on its own discretion and in accordance with its business requirements.
- **7.2.** When paying via bank transfer, the payment must be made from a bank account in the name of the person specified as the customer throughout the order process.
- **7.3.** When paying via a virtual POS terminal, the payment must be made with a bank card issued under the name of the person specified as the customer throughout the order process.
- **7.4.** Payment of items in value equal to or exceeding EUR 10,000 (ten thousand) can only be made through ways listed under **Sub-Clauses b)** and **c)** above due to various legal restrictions.
- **7.5.** Receipt of payment by BullionZ does not constitute acceptance of the placed order, conclusion of a contract, nor creates any obligation for the seller to fulfil it.
- **7.6.** In some instances, additional information may be required from a customer to process their order, in accordance with current legislation and applicable regulation. Such information may include, but are not limited to, a declaration of origin of the funds.

- **a)** Only once all required information is properly provided by the customer will the Company then process the order and deliver it to them.
- **7.7.** In cases where the order is not fulfilled due to non-fulfilment of any of the requirements as required by the customer, the amount paid by the customer is subject to refund.

## 8. Use of the Electronic Service

- **8.1.** To place an order, the customer must first provide the Company with required information to aid BullionZ in the processing of the order, including but not limited to:
  - a) Name;
  - **b)** Address;
  - c) Method of Delivery;
  - d) Method of Payment; and
  - e) Payment details.

Said information is filled via the payment page provided for this purpose on the e-shop of the website.

- **8.2.** Through the website of the e-shop customers can create a user profile via a registration form. Said profile retains the required information about the customer, thereby eliminating the need to fill in the same repetitive data for each subsequent order placed. Before finalizing each order, the customer has the opportunity to review and change the data provided before completion.
- **8.3.** Before finalizing any order, the customer must carefully check whether they have provided accurate, correct, and complete information, and all individuals must declare that they are 18 (eighteen) years old before purchasing, engaging with, and/or employing use of BullionZ's products, services, and/or website.
  - **a)** At its sole discretion, BullionZ may use methods to validate and verify the accuracy of the data provided by customers.
  - **b)** BullionZ and/or its partners are not liable whether in contract, tort (including negligence), breach of duty or otherwise, in cases where the customer's provided information does not correspond to their actual one and/or the Company cannot contact the customer and/or deliver the items to them.
  - **c)** BullionZ reserves the right, at its sole discretion, to require the customer to identify themself and certify the accuracy of all information provided during the finalization of an order.
  - **d)** BullionZ reserves the right, at its sole discretion, to not review or reevaluate an order at any time, if it finds that the customer has provided incorrect, incomplete, or inaccurate information.
- **8.4.** Before finalizing an order, the customer should choose the method of payment for the selected items, as well as the method of their delivery.
- **8.5.** Finalization of an order is performed when the customer presses the "Purchase" or equivalent button. To activate this button, the customer must check the box confirming they have read and understood these Terms and Conditions.

- **a)** The full text of these Terms and Conditions remains available on the website of BullionZ, and access to it is provided through a hyperlink placed next to the field with which the customer certifies that they have read and understood these Terms and Conditions.
- **8.6.** Once the order is made by the customer, BullionZ sends an Order Confirmation via the site directly, SMS, and/or e-mail to contact details specified by the customer throughout the order and payment process.
  - **a)** Said confirmation contains information about the characteristics of the ordered items, their final price, fees, method of payment, delivery method chosen by the customer, and any other relevant parameters relating the order, if applicable.

## 9. Order Processing

- **9.1.** Via onscreen prompts and buttons on the e-shop of the website, customers will be guided on how to place an order. In rare circumstances BullionZ may require a customer to place and an order by telephone. Every order is to be considered as an offer by the customer to buy the item(s) subject to these Terms.
- **9.2.** The customer is responsible for checking that their order is correct, and that any specifications submitted are complete and accurate. The details the order, including price, are locked in subject to confirmation by BullionZ that the order has been executed.
- **9.3.** BullionZ's acceptance of an order takes place when the Company confirms an order is completed on the e-shop website. Once an order is confirmed, the order becomes a contractually binding agreement between the customer and BullionZ, subject to the Terms herein.
- **9.4.** The time frame for order processing by BullionZ, meaning confirmation and receipt of all required order details and submission for delivery via one of its carrier partners, is typically between 3 (three) and 5 (five) working days from the moment of finalization of the Order.
  - **a)** Said time frame is not final and delays may occur that are outside of the Company's control.
  - **b)** If necessary, the Company may contact the customer in order to specify the parameters of delivery address, date, and time.
- **9.5.** All orders received may be subject to manual and/or automated review. During this procedure, the customer may be asked for additional information in order for BullionZ to approve or decline an order.
- **9.6.** BullionZ reserves the right to cancel any order for any reason.
- **9.7.** An order shall not be considered nor executed if it does not meet the following requirements:
  - a) In the case that the selected method of payment for the order is bank transfer and no payment has been made by the customer within 1 (one) working day after the finalization of the order or the payment is not made from a bank account in the name of the customer as specified in the order details;

- i. When an order is placed outside the commercial working hours of banks (typically 08:30 to 17:30), the term begins to run at the beginning of the next working day hours.
- **b)** The customer placed an order outside the working hours of BullionZ, namely between 6:00 pm and 9:00 am, after which the stock exchange price of items ordered changed by or over 3% at the beginning of the next business day;
- **c)** It was submitted during technical problems that hindered the normal functioning of the e-shop;
- **d)** The customer has provided incorrect, incomplete, or inaccurate information when sending their order;
- **e)** The customer did not provide the necessary identification documents upon receipt of the delivery;
- **f)** Where applicable, the customer does not submit a declaration of origin of the funds used to place the order within 3 (three) days after receiving the order confirmation. In this case, if the customer has made a payment, the amount will be refunded;
- g) The value of the order exceeds a certain limit, subject to the discretion of BullionZ;
- h) In cases where the customer has chosen a delivery to be made, yet a representative of the courier service provider does not find the customer or authorized proxy, and the shipment is sent the nearest courier office to be picked up or organized for reshipment, yet the customer fails to do so within a 24 (twentyfour) hour period of receipt from the courier;
- i) If the customer has chosen that the delivery is to be made to the office of the courier service provider, yet the shipment has been picked up within 24 (twenty-four) hour period, from its initial receipt at the offices of the courier service provider, thereby not allowing for BullionZ to conduct additional required checks and confirmations.
- **j)** Where the customer has chosen the delivery to be made with a supplier of collection, yet the shipment cannot be received by the customer due to their own fault;
- **k)** In other cases, at the discretion of the Company; and/or
- I) In other cases, specified in these Terms.
- **9.8.** In all such cases, costs for transport, bank fees, and all other additional fees other than the price of the purchased items are at the expense of the customer.
- **9.9.** If any of the circumstances listed in this provision are met, BullionZ sends the ordered items back to its office. The customer can receive their shipment once all conditions are fulfilled and during the working hours of the respective office.

#### 10. Delivery

- **10.1.** The customer may receive their ordered items via one of the following delivery methods offered by the Company:
  - **a)** Delivery to the address indicated by the customer upon order finalization, via partner courier services that BullionZ works with.

- i. For the provision of courier services, BullionZ has the right, at its sole discretion, to change the courier service provider used. This method of delivery is offered if the Value of the Items does not exceed EUR 5,000 (five thousand).
- **b)** Delivery to offices of the respective courier, closest to that of the customer's preference.
  - **i.** This method of delivery is offered if the Value of the Items does not exceed EUR 10,000 (ten thousand).
- **10.2.** Each shipment sent to a customer containing purchased items travels with a declared invoice (stating contents and value of the items) and insurance.
- **10.3.** Every order made by the customer is considered unique and therefore are sent via separate deliveries and shipments.
- **10.4.** Delivery may only be received by the person whose data is specified when sending the order.
  - **a)** The BullionZ Partner will hand over the items to the customer only after they have confirmed their identity through the identification document specified in the order.
- **10.5.** When the customer is a legal entity, the delivery may be received by a legal representative or licensed proxy of the entity, according to an explicit notarized power of attorney given to the Company.
  - **a)** The customer must provide said notarized power of attorney to BullionZ before the order is sent.
  - **b)** The items will be handed over to the person specified in the order's power of attorney, after presenting the form of identification as specified in the order.
- **10.6.** The time frame order delivery is incumbent upon, but not limited to:
  - a) Address and location of where the items are to be sent;
  - **b)** Shipping method requested by the customer;
  - c) Working hours of the Company and its courier partners; and/or
  - **d)** International regulatory and customs processing requirements
- **10.7.** The Company is and will not be held liable for delays in deliver or failure of the customer to receive an order due to the aforementioned Sub-Clauses, as they are outside the Company's control.
  - **a)** Any and all issues relating directly to the shipping services provided by the courier partners use must be addressed directly with them.
- **10.8.** In cases where the customer has not submitted a declaration of origin of the funds, where applicable, the deadlines for acceptance of offers for purchase of items by the Company, and respectively for their delivery, shall be increased by as many days as the customer delays the submission of such declaration.
- 10.9. BullionZ reserves the right to change the deadline for acceptance of a purchase offer in case the ordered items suddenly are no longer in stock. In such a case, BullionZ shall contact the customer within 72 (seventy-two) hours after the order has been administrated and will notify the customer of alternative possibilities for the execution of the order and/or the need to extend the terms.

- **a)** If the new conditions do not satisfy the customer, they may refuse the order a request a refund of payment.
- **10.10.** Due to the standardized nature of the items offered in the e-shop, BullionZ does not offer the option to review a shipment before it is paid.
- **10.11.** Shipments with damaged item integrity, as well as shipments that do not comply with the order placed by the customer, may be returned to BullionZ.
  - **a)** Customers must contact BullionZ within 48 (forty-eight) hours of receipt of the order to file an official complaint of goods received.
  - **b)** Customers will then be advised to return the goods to BullionZ and may be offered a refund or alternative items for replacement.
  - **c)** Only in such cases will additional costs for returning the goods be at the expense of BullionZ.
- **10.12.** In the case of damaged packaging of the shipment, the Customer must promptly indicate this circumstance to the courier/collection service provider.

#### 11. Contacts

- **11.1.** BullionZ's offices are located at the following address: Office 801, 251G Okolovrasten pat, Mladost District, Sofia, Bulgaria, 1766.
- **11.2.** Information about the working hours of BullionZ can be found on the website, at www.bullionZ.com.
- **11.3.** To contact the Company, customers can also use the following contact details: (+359)88-958-2450 and e-mail office@bullionZ.com.

#### 12. Warranties and Agreement

- **12.1.** The contract established between BullionZ and a customer in connection with the sale of items purchased via the Company's e-shop on its website, consists of:
  - a) These Terms;
  - **b)** The order made by the customer; and
  - **c)** The order confirmation sent by BullionZ to the customer upon receipt, acceptance, and processing of the order, including, but not limited to payment confirmation and receipt of funds required to purchase said items.
- **12.2.** Ownership of the items purchased along with risks of accidental loss and damage pass from BullionZ to the customer upon delivery receipt of the items to the customer by the courier.
- **12.3.** The customer has the opportunity to store and/or reproduce any specified documents on paper or electronically in relation to orders for purchased items through BullionZ.
  - **a)** Without limiting the generality of this Sub-Clause, customers may not resell, melt, or reproduce the precious metal products sold by BullionZ through its e-shop.
- **12.4.** An offer made by the customer for the purchase of items will not be considered accepted by BullionZ if the items, subject to the order, are not delivered to the customer under the terms stipulated in **Articles 9** and **10** of this document.

## 13. <u>Limitation of Liability</u>

- **13.1.** If the integrity of the package with which the ordered items were sent was violated at the time of delivery to the customer by the courier, the customer has the right not to accept the order and return it to BullionZ.
  - **a)** In said instances, the customer must declare their complaint(s) to a representative of the courier partner directly, and subsequently provide BullionZ with all supporting documents and evidence available. Otherwise, the right to return a shipment with damaged packaging is waived.
- **13.2.** If the customer received items in a shipment that does not correspond to the order they placed, they have the right to return the shipment to BullionZ within 7 calendar days after receipt.
  - **a)** With respect to the return of a confused shipment, the products must have a preserved commercial appearance. Otherwise, the order cannot be returned.
- **13.3.** In the circumstances described above in **Sub-Clauses 13.1** and **13.2**, the additional transportation and reimbursement costs shall be borne by BullionZ.
  - **a)** In any other circumstances, not including the ones mentioned above, returns cannot be made due to the nature of the items being sold.
- **13.4.** Due to the specific nature of the goods offered in the e-shop of the Company, there is no option for inspection before delivery and payment of the items.
- **13.5.** For the avoidance of doubt, the above rights may not be used by customers who are legal entities or individuals who purchase products to carry out commercial or professional activities or enter into a contract with BullionZ within the framework of their commercial or professional activities.
- **13.6.** For any inquiries regarding the items, order, delivery, and\or package received, customers may contact the Company via the following email address: office@bullionz.com

#### 14. Copyrighting and Intellectual Property

- **14.1.** Customers who visit the Company's website will have through it access to a variety of content that may be subject to copyright or other intellectual property rights.
- **14.2.** All intellectual property rights over information resources and materials, published on the Company's website, including, but not limited to, blog posts, news and up-to-date information, original photo content, video footage, publications, and these Terms as described in this section, are owned by the Company, and protected under the Bulgarian Copyright Act and its related laws and regulations.
- **14.3.** Unregulated use of the Company's content constitutes a violation of these laws and entails civil, administrative, and criminal liability in accordance with current Bulgarian legislation.
- **14.4.** In the event of a violation of the copyright and intellectual rights described above, BullionZ has legal recourse to file suit and pursue all legal recourse to rectify the situation and gain compensatory damages, if and when applicable.

## 15. <u>LMML Requirements</u>

- **15.1.** As under the LMML, the Company is obliged to identify its customers and to require them to submit a declaration of origin of the funds before performing operations or concluding a transaction in the amount of:
  - **a)** Over EUR 5,000 (five thousand) or their equivalent in foreign currency.
- **15.2.** The Company is obliged to identify its customer also when performing more than one operation or transaction, which collectively exceeds the amounts specified in the previous provision and/or when the operations or transactions are related.
- **15.3.** When needing to identify a customer, the Company has the right to request any documents it deems necessary to perform and complete said identification process.
- **15.4.** When needing to declare the origin of the customer's funds for an order, said declaration will be done by the customer filling out and submitting to the Company a declaration form, similar to that as described under Article 4, paragraph 7 and Article 6, paragraph 5, item 3 of the LMML.
  - **a)** Said declaration must be completed, signed, sent, received, and accepted by BullionZ before any items are sent to the customer.
- **15.5.** The Company's identification requirements shall be in accordance with the Company's internal policies and may vary from one customer to another, in accordance with applicable metrics and information obtained by the Company and\or its partners with respect to such customer and\or with respect to a third party.

## 16. Other Legal Requirements

- **16.1.** Under the Law on Restriction of Cash Payments, Payments for Orders of Value Equal to or Exceeding EUR 10,000 (Ten Thousand), as well as for Payments in Foreign Currency When Their EUR Equivalent is Equal to or Exceeding EUR 10,000 (Ten Thousand) they can only be made by bank transfer.
  - **a)** This requirement also applies when the payment is worth less than EUR 10,000 (ten thousand) but represents a part of a monetary benefit under a contract, the value of which is equal to or exceeds EUR 10,000 (ten thousand).

#### 17. Amendments and Access

- **17.1.** These Terms and Conditions are available via the website, www.bullionZ.com.
- **17.2.** BullionZ reserves the right to change and/or supplement these Terms at any time.
  - **a)** Any and all changes take immediate effect upon their publication to the website or when formal notice is given to customers.
- **17.3.** When orders that have been finalized customer, the version of these Terms, which was in force at the time of finalization of the respective order, will apply.

## 18. Miscellaneous

- **18.1.** Before purchasing items from the e-shop, the customer must agree to these Terms and Conditions of the Company, as well as its privacy policy, both of which are available at <a href="https://www.bullionZ.com">www.bullionZ.com</a>.
- **18.2.** The customer agrees that, in the context of using the e-shop and BullionZ's products and/or services, the Company has the right to process their data following its Privacy Policy.
- **18.3.** Regarding the relationship between BullionZ and a customer, the written form is considered complied with by sending an e-mail, filling in a field and/or pressing a virtual button on a page of the website with content that is filled in or selected by the customer, and the like, in so far as the statement is technically recorded in a way that allows it to be reproduced.
- **18.4.** BullionZ has the right to provide the customer with promotional conditions, relating to the ordered items.
- **18.5.** When purchasing items from the BullionZ e-shop in connection with promotional (marketing) activities organized by the Company, in addition to these Terms, any terms dictating parameters required to participate in the promotional event are also in force.
- **18.6.** By accepting these Terms, the customer agrees to communicate with the Company in English.
- **18.7.** In the event that any provision, Article, Clause, or Sub-Clause of these Terms is found to be or proven to be invalid or unenforceable, all remaining provisions, Articles, Clauses, or Sub-Clauses shall remain valid, in full force, and enforceable.
- **18.8.** Any provisions of current legislations relating to the products and or services discussed throughout these Terms, within the Republic of Bulgaria, shall apply to issues not specifically settled by these Terms.
- **18.9.** All disputes arising from or relating to these Terms will be resolved by a competent Bulgarian court or similar governing body.