

This GoldKey Services Agreement (this “Agreement”) contains the terms and conditions that govern your access to and use of the GoldKey Services, including the goldkey.com, goldkeyid.com websites, (“Services”) and is an Agreement between GoldKey Corporation (“GoldKey,” “we,” “us,” or “our”) and you or the entity you represent (“Customer”, “you” or “your”). This Agreement takes effect when you click an “I Accept” button or check box presented with these terms or, if earlier, when you use any of the Services (the “Effective Date”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor).

## 1. Acceptance of Agreement; Changes

**1.1. Acceptance of Agreement** – By using or accessing the Services, or by agreeing to these terms where the option is made available to you in the user interface, you agree to abide by this Agreement without modification by you. If you are using the Services on behalf of an organization, you are agreeing to this Agreement for that organization and promising that you have the authority to bind that organization to this Agreement. In that case, “Customer”, “you” and “your” will refer to that organization. If you do not agree, you may not use the Services.

**1.2. Modifications** – From time to time, GoldKey may change or amend these terms and the most current version will always be posted on our website. If a revision, at our sole discretion, is material we will notify you (for example, via email to the email address associated with your account). Other changes may be posted to our blog or terms page. Your use of the Services after the date the change becomes effective will be your consent to the changed terms. If you do not agree to the changes, you must stop using the Services and cancel any paid services. Otherwise, the new terms will apply to you.

**1.3. Service Availability** – We continuously work to improve the Services and may change the Services at any time. Additionally, there are reasons why GoldKey may stop providing portions of the Services, including (without limitation) that it's no longer feasible for us to provide it, the technology advances, customer feedback indicates a change is needed, or external issues arise that make it imprudent or impractical to continue. We may release the Services or their features in beta version, which may not work correctly or in the same way the final version may work.

## 2. GoldKey Customer Account

To access portions of the Services, such as GoldKey Vault, you will need a GoldKey Customer account. To create an account, you will need a GoldKey ID and a Gold Pay account. If you do not already have them, we will help you to acquire them as part of our Sign Up process. You consent to our sharing the information you specify with the Gold Pay system and GoldKey affiliated sites.

## 3. Content

**3.1. Ownership of Content** – By using the Services you provide us with information, files, and folders that you submit to GoldKey Services (together, your “Content”). You retain full ownership of your Content. We do not claim ownership of the Content, and you are responsible for it. This Agreement does not grant us any rights to your content or intellectual property except for the limited rights that are needed to run the Services, as explained below. We do not control, verify, pay for, or endorse the Content that you and others make available on the Services.

**3.2. Access to Content** – You have initial control over who may access your Content. If you share Content in vaults available to others you've chosen, you agree that anyone you have shared Content with may, use, save, reproduce, distribute, display, and transmit that Content in connection with their use of the Services. If you don't want others to have that ability, don't use the Services to share your Content. If you use or share Content on the Services in a way that infringes others' copyrights, trademarks, other intellectual property rights, or privacy rights, you are breaching this Agreement. You represent and warrant that for the duration of this Agreement you have (and will have) all the rights necessary for the Content you upload or share on the Services and that the use of the Content, as contemplated in this section 3.2, won't violate any law.

**3.3. GoldKey Use of Content** – We may need your permission to do things you ask us to do with your Content, for example, hosting your files, or sharing them at your direction. This includes design choices we make to technically administer our Services, for example, how we redundantly backup data to keep it safe. You give us the permissions we need to do those things solely to provide the Services.

**3.4. Content Privacy & Security** – GoldKey Services utilize data encryption and two-factor authentication to protect your Content. The Services are designed to lock out anyone that you do not authorize, including GoldKey personnel, so that they cannot read your

private Content. If you lose your GoldKey Tokens and do not have a complete GoldKey ID account with sufficient profile information to recover your credentials, Content that you upload to the Services may become irretrievably lost.

**3.5. Legal Process** – Similar to other providers of Internet Services, GoldKey may be served with legal demands and requests from law enforcement, government entities, and private litigants for Content stored on our network. This information may relate to an alleged crime or civil matter and is usually requested pursuant to the normal legal process. GoldKey may be obligated to comply with requests, insofar as it is technically able to, for your information or your Content as part of such investigations or legal proceedings. You will hold GoldKey harmless from such legal demands and will reimburse our out of pocket cost of forced compliance.

**3.6. Acceptable Use** – You must follow any policies made available to you within the Services. You may not interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. Your GoldKey Customer Account is subject to suspension, termination, or limiting if your usage is deemed by GoldKey to be fraudulent, offensive, harmful, or inconsistent with the usage typically expected on a particular access package. You may not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

## 4. Services Cancellation

**4.1. Breach of Agreement** – If you violate this Agreement, we may take action against you including (without limitation) removing your Content from the Services, suspending your access to the Services, asking you to refrain from certain activities, canceling your Services, and/or referring such activity to appropriate authorities. Additionally, we enforce a policy that provides for the termination, in appropriate circumstances, of the accounts of users who are repeat infringers. In the event we take action against you for a violation of this Agreement, we may permanently delete, and you may permanently lose, some or all of your Content stored on the Services and/or we may cancel your Services in their entirety. Data that is deleted may be irretrievable.

**4.2. Termination** – You may terminate the Services at any time and for any reason. You can do this by notifying GoldKey in writing. To cancel a paid portion of the Services, see section 7.9. If you are canceling your Services, the quickest means of eliminating your Content on the Services is to manually remove it.

**4.3. Effect of Termination** – If your Services are canceled or terminated (whether by you or us), your right to use the Services stops immediately. If your Services are canceled or terminated, we may permanently delete your Content from our servers and we have no obligation to return Content to you.

## 5. Services Disruptions

We strive to keep the Services up and running; however, all online Services suffer occasional disruptions and outages, and GoldKey isn't liable for any disruption or loss you may suffer as a result.

## 6. Software

If you use or receive software from us as part of the Services, the terms of the license presented when you first download the software, apply to the software. The software is licensed, not sold, and GoldKey reserves all rights to the software not expressly granted by GoldKey under the license terms, whether by implication, estoppel, or otherwise. Any third party scripts or code, linked to or referenced from the GoldKey web sites, are licensed to you by the third parties that own such code, not by GoldKey.

## 7. If you pay GoldKey, the following terms apply to you.

**7.1. Charges** – If there is a charge associated with a portion of the Services, you agree to pay that charge. As you use additional storage, you will be billed automatically at the current rate. The price stated for the Service excludes all applicable taxes and currency exchange settlements, unless stated otherwise. You are solely responsible for paying such taxes or other charges. We may suspend or cancel the Services if we don't receive an on time, full payment from you. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your account and the Content.

**7.2. Your Customer Account** – To pay the charges for a Service, you will be asked to provide a payment method at the time you sign up for that Service. You can change your account information and payment method by contacting GoldKey. Additionally, you agree to permit GoldKey to use any updated account information regarding your payment method provided by your issuing bank or the applicable payment network. You agree to keep your account billing information current at all times.

**7.3. Billing** – By providing GoldKey with a payment method, you (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; (ii) authorize GoldKey to charge you for the Services using your payment method; and (iii) authorize GoldKey to charge you for any paid feature of the Services that you choose to sign up for or use while this Agreement is in force. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Services. Also, we will charge you the amount for the reserved storage you have approved. In the event the amount of usage for the period exceeds the reserved space, we provide flexible billing that will allow the amount beyond the reserved space to be billed as a separate line item thereby providing you with the flexibility to expand and retract your usage needs from month to month to suit the needs of your business. We will notify you in advance of any change in the rate to be charged for recurring subscription Services. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed.

**7.4. Billing Errors** – If we make an error in billing, you must tell us within 120 days after the error first occurs. We will then promptly investigate the charge. If you don't tell us within that time, you release us from all liability and claims of loss resulting from the error and we won't be required to correct the error or provide a refund. If GoldKey has identified a billing error, we will correct that error within 90 days.

**7.5. Cooling off period** – When you request a Service from us, you agree that we may begin to provide the Services immediately. You won't be entitled to a cancellation or "cooling off" period, except if the law requires a cooling off period. You may cancel paid Services as provided in section 7.9.

**7.6. Trial offers** – If you are taking part in any trial offer, you must cancel the Services by the end of the trial period to avoid incurring new charges, unless we notify you otherwise. If you don't cancel your Services at the end of the trial period, we may charge you for the Services.

**7.7. Price changes** – We may change the price of the Services at any time and will notify you by email at least 15 days before the price change. If you don't agree to the price change, you must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your Service offer, that price will remain in force for the term.

**7.8. Refund policies** – Unless otherwise provided by law or by a particular Service offer, all purchases are final and non-refundable.

**7.9. Canceling the Services** – You may cancel the Services at any time, with or without cause by notifying GoldKey in writing. You should refer back to the offer describing the Services as (i) you may not receive a refund at the time of cancellation; (ii) you may be obligated to pay cancellation charges; (iii) you may be obligated to pay all charges made to your billing account for the Services before the date of cancellation; or (iv) you may lose access to and use of your account when you cancel the Services. If you cancel, your Services end at the end of your current Service period or, if we bill your account on a periodic basis, at the end of the period in which you canceled.

**7.10. Term of Service** – Your Agreement begins on the day we activate your Service(s) and continues through the Term of Service, typically a 24-month or 36-month period ("Service Commitment"), specified when ordering. At the end of your service commitment, this Agreement will automatically continue on a month-to-month basis. If your Agreement has no Service Commitment, it is a month-to-month Agreement.

**7.11. Fulfillment of Service Commitment** – You have received certain benefits from us in exchange for your Service Commitment, which may include, but are not limited to, subsidized GoldKey Tokens. There are two alternative ways to fulfill your Service commitment. You can pay for the Services described in your Services order for the term of your Service Commitment, or you can terminate your Agreement prior to the end of your Service Commitment and pay an Early Termination Fee ("ETF"). The Early Termination Fee is not a penalty, but rather is an alternative means for you to perform your obligations under the Agreement that compensates us for the fact that

the Service Commitment on which your rate plan is based was not completed. The ETF will equal 100% of unpaid Service Commitment value based on your most recently ordered rates.

**7.12. Late payments** – You must pay for all reasonable costs we incur to collect any past due amounts. These include reasonable attorneys' fees and other legal fees and costs. Without limiting the generality of the foregoing, if your account balance remains unpaid for ninety (90) days, then GoldKey may delete any or all of your content without providing additional notice.

**7.13. Payments to you** – If we owe you a payment, then you agree to timely and accurately provide us with any information we need to get that payment to you. You are responsible for any taxes and charges you may incur as a result of this payment to you. You must also comply with any other conditions we place on your right to any payment. **If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to do this. We may also reduce the payment to you without notice to adjust for any previous overpayment.**

## 8. Free Accounts

From time to time, GoldKey may offer free access to the Services. The size, duration, and availability of such free access are determined solely at GoldKey's discretion. GoldKey reserves the right to terminate Free Accounts at any time, with or without notice. Without limiting the generality of the foregoing, if a Free Account is inactive for ninety (90) days, then GoldKey may delete any or all of your content without providing additional notice. Typically, such free services will provide access for a 12 month period. At the end of the free period, payment will be required at the then current pricing for continued use of the Services.

## 9. Governing Law

THIS AGREEMENT AND ANY USE OF THE SERVICES WILL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION, OR LITIGATION WILL BE BROUGHT IN JACKSON COUNTY, MISSOURI. BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THEREOF AND WAIVE THE RIGHT TO CHANGE VENUE. BOTH PARTIES FURTHER CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.

## 10. BINDING ARBITRATION AND CLASS ACTION WAIVER

This section applies to any dispute, EXCEPT IT DOESN'T INCLUDE A DISPUTE RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, GOLDKEY'S, OR EITHER OF OUR LICENSORS' INTELLECTUAL PROPERTY RIGHTS. The term "dispute" means any dispute, action, or other controversy between you and GoldKey concerning the Services (including their price) or this Agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

**10.1. Notice of Dispute** – In the event of a dispute, you or GoldKey must give the other a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to: GoldKey Corporation, Attn: Dispute Resolution, 401 W. Grand, Gallatin, MO 64640, USA. GoldKey will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your email address. You and GoldKey will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or GoldKey may commence arbitration.

**10.2. Small claims court** – You may also litigate any dispute in small claims court in Jackson County, Missouri, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

**10.3. Binding arbitration** – If you and GoldKey don't resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

**10.4. Class action waiver** – Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor GoldKey will seek to have any dispute heard as a class action or in any other proceeding in which either party acts

or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

**10.5. Arbitration procedure** – Any arbitration will be conducted by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules. If you are an individual and use the Services for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the Services, its Supplementary Procedures for Consumer-Related Disputes will also apply. For more information, see the American Arbitration Association website (<http://www.adr.org/aaa/faces/home>) or call 1-800-778-7879. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.

#### **10.6. Arbitration Fees & Guidelines.**

10.6.1. Disputes involving any amount. The Arbitration shall be governed by the following rules:

- a) The Arbitration hearings shall be held in Kansas City, Missouri;
- b) The dispute shall be heard and determined by a single arbitrator (the “Arbitrator”) who shall be selected by agreement of both parties hereto;
- c) Each party will bear its own cost of any legal representation, discovery or research required to complete arbitration;
- d) The Arbitrator shall have the authority to award costs to whichever party he or she deems appropriate; and
- e) The decision of the Arbitrator shall be final, conclusive, and binding upon the parties hereto.

10.6.2. Disputes involving \$75,000 or less. The Arbitrator shall make his or her award in writing within two (2) months of the start of the Arbitration – or within such time-period as agreed to in writing by the parties hereto.

10.6.3. Disputes involving more than \$75,000. The AAA rules will govern payment of filing fees and the AAA’s and arbitrator’s fees and expenses.

**10.7. Conflict with AAA rules.** This Agreement governs to the extent it conflicts with the AAA’s Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes.

**10.8. Claims or disputes must be filed within one year.** To the extent permitted by law, any claim or dispute under this Agreement must be filed within one year in small claims court (section 10.2), an arbitration proceeding (section 10.3), or in court, if section 10.9 permits the dispute to be filed in court instead of arbitration. The one-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute isn’t filed within one year, it’s permanently barred.

**10.9. Severability.** If the class action waiver in section 10.4 is found to be illegal or unenforceable as to all or some parts of a dispute, then section 10 won’t apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of this section 8 is found to be illegal or unenforceable, that provision will be severed with the remainder of section 8 remaining in full force and effect.

#### **11. NO WARRANTIES**

GOLDKEY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN “AS IS” BASIS “WITH ALL FAULTS” AND “AS AVAILABLE.” GOLDKEY DOESN’T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICES. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DON’T GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON’T OCCUR.

**12. Limitation of Liability**

If GoldKey breaches this Agreement, you agree that your exclusive remedy is to recover, from GoldKey direct damages up to an amount equal to your Services fee for one month. YOU CAN'T RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE. These limitations and exclusions apply if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything related to this Agreement such as loss of Content; any virus affecting your use of the Services; delays or failures in starting or completing transmissions or transactions; claims for breach of contract, warranty, guarantee, or condition; strict liability; negligence; misrepresentation or omission; trespass; violation of statute or regulation; or unjust enrichment. Some or all of these limitations or exclusions may not apply to you if your state, province, or country doesn't allow the exclusion or limitation of incidental, consequential, or other damages.

**13. Third-Party Websites**

You may be able to access third-party websites or services via the Services. GoldKey isn't responsible for third-party websites, services, or content available through those third-party services. You are solely responsible for your dealings with third-parties (including advertisers). Your use of third-party websites or services may be subject to that third-party's terms and conditions.

**14. Survival**

Sections 7 (for amounts incurred before the end of this Agreement), 9, 10, 11, 12, 17, and those that by their terms apply after it ends will survive any termination or cancellation of this Agreement.

**15. Assignment and Transfer**

We may assign this Agreement, in whole or in part, at any time without notice to you. You may not assign this Agreement or transfer any rights to use the Services.

**16. Notices**

You consent to GoldKey providing you notifications about the Services or information the law requires us to provide via email to the address that you specified when you signed up for the Services. Notices emailed to you will be deemed given and received when the email is sent. If you don't consent to receive notices electronically, you must stop using the Services. You may notify GoldKey as stated in customer support for the Services.

**17. Contract Interpretation**

This is the entire Agreement between you and GoldKey for your use of the Services. It supersedes any prior Agreements between you and GoldKey regarding your use of the Services. All parts of this Agreement apply to the maximum extent permitted by relevant law. If a court holds that we can't enforce a part of this Agreement as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Agreement won't change. The Agreement's section titles are for reference only and have no legal effect.

**18. No Third-Party Beneficiaries**

This Agreement is solely for your and our benefit. It isn't for the benefit of any other person, except for GoldKey's successors and assigns.

**19. Support**

Customer support is available via the [goldkey.com/support](http://goldkey.com/support) website.

**20. Export Restrictions**

The export and re-export of data via the Services may be controlled by the United States Export Administration Regulations. The Services may not be used in Cuba; Iran; North Korea; Sudan; or Syria or any country that is subject to an embargo by the United States and you must not use the Services in violation of any export restriction or embargo by the United States. In addition, you must ensure that the Services are not provided to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.