

# General Terms and Conditions (GTC) of Aurum Heaven Services LLC

Status: November 2025

## 1. Company and Scope of Application

These General Terms and Conditions (GTC) govern the legal relationship between Aurum Heaven Services LLC, with its registered office at Schiffslaende 26, CH-8001 Zurich, Switzerland (hereinafter “Aurum Heaven” or “Company”), and its customers (hereinafter “Customer” or “Depository Holder”).

The GTC apply to all private and business customers worldwide, unless mandatory national consumer protection regulations provide otherwise.

## 2. Formation of the Business Relationship

By storing precious metals (gold, silver, platinum) with Aurum Heaven, a custody agreement is concluded.

By making a deposit, the Customer declares their agreement with these GTC.

Amendments shall be communicated at least 30 days prior to their entry into force. If the Customer does not object within this period, they shall be deemed accepted.

## 3. Deposit/Withdrawal and Vault Administration

Stored precious metals shall be kept exclusively in inspected and insured high-security vaults.

For this purpose, Aurum Heaven cooperates with independent vault administrators who possess a verifiable reputation in the precious metals industry.

The stored precious metals shall at all times remain the property of the Depository Holder.

Aurum Heaven shall hold the stored precious metals exclusively in a fiduciary capacity.

Commingling or any other disposal by Aurum Heaven is excluded.

Storage takes place in pooled accounts that are physically verifiable at any time and insured.

The vault administrator assumes liability from the moment of complete custody.

Withdrawals shall generally be carried out free of charge and only in physical form and may only be made in the country in which the metals were originally stored.

Withdrawals in other countries are possible at any time upon request against reimbursement of a service fee.

The service offered constitutes neither a financial service nor an activity within the meaning of the Financial Services and Markets Act 2000 (FSMA) and is therefore not subject to supervision by the Financial Conduct Authority (FCA).

Likewise, no activity within the meaning of the German Banking Act (KWG) or the German Securities Institutions Act (WpIG) is performed; no authorization by the Federal Financial Supervisory Authority (BaFin) is required.

Aurum Heaven Services LLC does not engage in the purchase or sale, brokerage, exchange of precious metals, or investment advice.

#### **4. Insurance**

Aurum Heaven ensures that all stored precious metals are insured against theft, loss, and damage in accordance with international insurance standards of the metals industry.

Insurance coverage is taken out by the respective vault administrator and verified on a regular basis.

#### **5. Contract Term and Termination**

The storage period continues until the expiration of the storage agreement.

If no termination is made in text form (e.g., by email) at least three months before expiration, the storage agreement shall automatically renew for the same period as originally agreed upon at the initial deposit.

Early termination during the contract term is excluded.

#### **6. Death of the Depository Holder**

In the event of death, the heirs are obliged to prove their status as heirs by appropriate documentation (e.g., certificate of inheritance, notarized will, death certificate).

Until such proof is provided, the account shall be blocked in order to prevent unauthorized dispositions.

If no heir can be proven within one year, the account shall remain as estate assets until succession has been determined.

The Depository Holder is free to leave their property or parts thereof to the Aurum Heaven Community.

## **7. Fees and Costs**

Storage is free of charge for members of the Aurum Heaven Community.

Transport, customs, and transfer costs, or withdrawal in a country other than the country of storage, shall be borne by the Customer.

## **8. Data Protection**

Aurum Heaven processes personal data in accordance with the General Data Protection Regulation (GDPR) and the UK Data Protection Act 2018.

Customers have the right to access, rectification, erasure, restriction of processing, and data portability.

Data transfers to third countries shall only take place where appropriate safeguards are in place.

Controller: Aurum Heaven Consulting Ltd., London.

## **9. Liability and Risks**

Aurum Heaven shall be liable only for intent and gross negligence.

No liability is assumed for price changes, market movements, currency fluctuations, or force majeure.

The risk of loss in value of the precious metals shall be borne by the Customer.

## **10. Applicable Law and Jurisdiction**

For private customers, the law of the state in which the Customer has their habitual residence shall apply.

For business customers, the law of the United Kingdom shall apply.

The place of jurisdiction for all disputes shall be London, insofar as legally permissible.

## **11. Tax**

The Depository Holder is responsible for properly declaring profits and assets in their tax return in the country in which they are resident and/or subject to taxation.

## **12. Final Provisions**

Should any provision of these GTC be invalid, the validity of the remaining provisions shall remain unaffected.

Aurum Heaven may amend these GTC in the event of legal changes.

Amendments shall be communicated at least 30 days before taking effect.