

GOLD FLOW TERMS OF SERVICE – TABLE OF CONTENTS

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Gold Flow, LLC
Terms of Service
Revised: August 31, 2009

1. ACCEPTANCE OF TERMS

The Gold Flow Terms of Service ("TOS") is a binding contract between you and Gold Flow, LLC ("Gold Flow"). The TOS governs your access to the Gold Flow website and use of Gold Flow services. You must read, agree with, and accept all terms and conditions in the TOS before you may become a Gold Flow Member and use Gold Flow services. If you do not agree to be bound by the TOS, you should not access the Gold Flow website and may not use Gold Flow services.

Gold Flow reserves the right to amend and update the TOS at any time. A revised version of the TOS becomes effective immediately upon being posted to the Gold Flow website. As with the current version of the TOS, you must read, agree with, and accept all of the terms and conditions in any revised TOS in order to maintain your Gold Flow membership and continue using Gold Flow services.

2. GOLD FLOW SERVICES

2.1 INTRODUCTION

Gold Flow is the exclusive issuer of Gold Flow Points ("Points"). Gold Flow Points are a universal point system intended for use in online games, virtual worlds, social networks, and other lawful online sites that utilize point systems. Gold Flow processes the Buying, Returning, Giving, Receiving, and Using of Points by Gold Flow Members.

2.2 ELIGIBILITY FOR MEMBERSHIP

An individual who is 18 years of age or older and a citizen or legal resident of the United States is eligible to become a Member of Gold Flow. An individual may sign up for, and have access to, only one membership. Gold Flow reserves the right to deny membership to any individual at the sole discretion of Gold Flow. An individual whose membership is suspended or terminated by Gold Flow may no longer use Gold Flow services during such time of suspension or termination and may no longer be eligible for future membership in Gold Flow at the sole discretion of Gold Flow. Gold Flow does not discriminate on the basis of age (except as discussed above), race, color, sex, gender, sexual orientation, religion, marital status, disability, veteran status, national origin, ancestry, ethnicity, or other criteria protected by law.

2.3 IDENTITY VERIFICATION

As outlined in our Privacy Policy, Gold Flow collects Personal Information from you related to your identity which may include your name, address, telephone numbers, email, social security number, and date of birth as well as information provided by identity verification organizations. We use your identity information to verify that you are who you say you are and to prevent as best as we can anyone from fraudulently posing as you while using Gold Flow services.

You authorize Gold Flow to verify your identity and Personal Information to the satisfaction of Gold Flow by means outlined in our Privacy Policy and by other means that we deem necessary to authenticate your identity and Personal Information. You agree to fully cooperate in the verification of your identity by providing accurate and up to date Personal Information about yourself.

Gold Flow will use its best efforts to verify the identity of Members, but Gold Flow cannot and does not guarantee the authenticity of a Member's identity. You accept sole responsibility for dealing with other Gold Flow Members and Non-members.

2.4 FINANCIAL ACCOUNT VERIFICATION

As outlined in our Privacy Policy, Gold Flow collects Personal Information from you related to your Financial Accounts as well as information provided by credit organizations and other third parties. We use your Financial Account information to verify that the Financial Accounts are owned by you and to prevent as best as we can anyone from fraudulently using Gold Flow to access your Financial Accounts. We also use your Financial Account information to process Transactions on your behalf.

You authorize Gold Flow to verify your Financial Account information to the satisfaction of Gold Flow by means outlined in our Privacy Policy and by other means that we deem necessary to substantiate the accuracy of your Financial Account information. You agree to fully cooperate in the verification of your Financial Accounts by providing accurate and up to date information about your Financial Accounts.

2.5 PRICE FOR 10,000 POINTS

Gold Flow sets the price for Points in U.S. Dollars based on a round lot purchase of 10,000 Points. Transactions in amounts other than 10,000 Points are prorated based on the Price for 10,000 Points and

rounded to the nearest cent. Gold Flow calculates the Price for 10,000 Points based on the current Gold Price and publishes it on the Gold Flow website.

For Buy, Give, Receive, and Use Transactions, the Price for 10,000 Points is calculated by dividing the Gold Price by 100, with the result rounded up to the nearest cent. Example: If the Gold Price is \$832.25, then the Price for 10,000 Points is \$8.33 (calculation: $\$832.25 / 100 = \8.33).

For Return Transactions, the Price for 10,000 Points is calculated similarly except that it includes a 1% Fee, with the result rounded down to the nearest cent. Example: If Price for 10,000 Points for Buy, Give, Receive, and Use Transaction is \$8.33, then the Price for 10,000 Points for Return Transactions is \$8.24 (calculation: $[\$8.33 * 0.99] / 100 = \8.24).

The Gold Price is the current market price of one Troy Ounce of Gold in U.S. Dollars, which is also known as the Spot Price. Example: If the Spot Price is \$832.25, then the Gold Price is \$832.25.

The Spot Price of Gold is determined in major gold trading markets like New York, London, Hong Kong, Tokyo, and Zurich. The Spot Price experiences price volatility based on supply and demand as well as other market conditions. Gold Flow partners with a leading market data provider to obtain accurate and timely information on the Spot Price.

It is important to understand that the Price for 10,000 Points moves in direct proportion to the Gold Price. It is also important to understand that the Price for 10,000 Points is fixed relative to the Gold Price but variable relative to the U.S. Dollar. In other words, 10,000 Points are always worth one-hundredth of the Gold Price, but the U.S. Dollar value of 10,000 Points will go up or down based on changes in the Gold Price. This means that the price at which you Buy Points from Gold Flow may be higher or lower than the price at which you may subsequently Return Points to Gold Flow.

2.6 POINT BALANCE

A Member's Point Balance is the number of Points owned by a Member. It is an accumulation of a Member's total Transactions and is calculated as follows: 1) add the total number of Points the Member has Bought from Gold Flow; 2) subtract the total number of Points the Member has Returned to Gold Flow; 3) subtract the total number of Points the Member has Given as Gifts; 4) add the total number of Points the Member has Received in Gifts; and 5) subtract the total number of Points the Member has Used.

Example: After signing up for Gold Flow, Robert has completed five Transactions in total: 1) he Bought 100,000 Points from Gold Flow; 2) he Returned 10,000 Points to Gold Flow; 3) he Gave 20,000 Points to his brother; 4) he received 40,000 Points as a Gift from his sister; and 5) he Used 15,000 Points in a virtual world that accepts Points. After the five Transactions, Robert's Point Balance is 95,000 Points (calculation: 100,000 Points Bought - 10,000 Points Returned - 20,000 Points Given as Gift + 40,000 Points Received as Gift - 15,000 Points Used = 95,000 Points).

The Point Balance Dollar Value is equal to the Member's Point Balance divided by 10,000 and then multiplied by the current Price for 10,000 Points rounded to the nearest cent. Example: Robert has a Point Balance of 95,000 Points and the current Price for 10,000 Points is \$8.32. Therefore, Robert's Point Balance Dollar Value is \$79.04 (calculation: $[95,000 / 10,000] \times \$8.32 = \$79.04$).

Available Point Balance is a Member's Point Balance derived from all completed transactions less pending credit transactions such as Returns, Gifts, and Uses that are submitted but not yet completed. Pending Point Balance is a Member's Point Balance derived from pending buy transactions plus any other pending debit transactions like the pending receipt of Points. Your ability to Return, Give, and Use Points is limited by your Available Point Balance. Taken together, a Member's Available Point Balance and Pending Point Balance equal the Member's Point Balance.

You may view your Point Balance, including Available Point Balance and Pending Point Balance, by logging on to the Gold Flow website and clicking the "Overview" page under the "My Points" tab.

2.7 BUYING POINTS

To Buy Points from Gold Flow, an individual must first become a Member of Gold Flow. A Member may Buy Points through the Gold Flow website only after registering a Financial Account such as a Bank Account owned by the Member. The Bank Account serves as the Funding Source for the Buy Transaction.

You use your Financial Account to pay for your Points by Electronic Funds Transfer (EFT). In order to Buy Points, you authorize Gold Flow to make an Electronic Funds Transfer (EFT) through the Automated Clearing House (ACH) from your Bank Account to a Gold Flow Bank Account.

The amount to be paid from your Bank Account to Gold Flow for a Buy Transaction is equal to the number of Points being purchased by you divided by 10,000 and then multiplied by the Price for 10,000 Points at the time of submitting the Transaction less any applicable fees. Once you submit a Transaction, you may not cancel it.

A Submitted Buy Transaction will be listing as a Pending Transaction until payment is received by Gold Flow. The Points from such a Transaction will be included in the Member's Pending Point Balance and will not count toward the Member's Available Point Balance until the Transaction is completed. As such, the Points cannot be Returned, Given, or Used until the Transaction is completed. Once payment is received by Gold Flow, the Transaction will be listed as a Completed Transaction and the Points will be included in the Member's Available Point Balance.

If the Transaction is unsuccessful because the Financial Account has Insufficient Funds, you agree to authorize Gold Flow to either resubmit the Transaction for processing for up to 30 days from the Transaction Submitted Date or cancel it at the sole discretion of Gold Flow. You are liable for an Insufficient Funds Fee of \$25.00 anytime a Transaction fails because the Financial Account has Insufficient Funds. Gold Flow at its sole discretion may Suspend or Terminate your membership in Gold Flow for three or more Transaction failures due to Insufficient Funds.

For your first Buy Transaction as a Gold Flow Member, you must purchase a minimum of 10,000 Points and are limited to a maximum of one-hundred thousand Points. After your initial Buy Transaction, a minimum of 10,000 Points must be purchased in any one Buy Transaction, and a maximum of one-hundred thousand Points may be purchased per Business Day unless you receive written permission from Gold Flow to exceed the maximum.

Gold Flow at its sole discretion may impose further Transaction Limits on the number of Points that you may Buy on a daily or monthly basis. In addition, Gold Flow at its sole discretion may limit the number of Points that you may Buy on a daily or monthly basis from any one Funding Source. You may review your Transaction Limits for Buy Transactions by logging onto the Gold Flow website and clicking on the "Buy Points" page. Gold Flow may change your Transaction Limits at any time at the sole discretion of Gold Flow.

If you submit multiple Buy Transactions that are scheduled to be processed on the same Day, Gold Flow reserves the right to combine the Transactions into one for processing purposes. For purposes of determining Transaction Limits, Gold Flow combines multiple Buy Transactions submitted by you that are scheduled to be processed on the same Day.

As outlined in the TOS Section 5. Fees and on the website, there currently are no added Fees for Buy Transactions beyond the Price for 10,000 Points. However, there is a \$25.00 fee if the Buy Transaction fails due to Insufficient Funds in your Bank Account.

2.8 RETURNING POINTS

To Return Points to Gold Flow, an individual must be a Member of Gold Flow and have an Available Point Balance greater than 10,000 Points. The only way to Return Points is through the Gold Flow website with the proceeds going to a Bank Account that is owned by the Member and registered with Gold Flow.

You receive the proceeds from a Return Transaction by EFT. When you Return Points, you authorize Gold Flow to make an EFT through the ACH from a Gold Flow Bank Account to your Bank Account registered with Gold Flow.

The amount to be transferred to your Bank Account by Gold Flow for a Return Transaction is equal to the number of Points being Returned by you divided by 10,000 and then multiplied by the Price for 10,000 Points for Return Transactions at the time of submitting the Transaction less any applicable Fees. One you submit a Transaction, you may not cancel it.

A Submitted Return Transactions will be listing as a Pending Transactions until Gold Flow processes the payment to you. Once Gold Flow processes the payment, the Transaction will be listed as a Completed Transaction. Points from such a Transaction are deducted from a Member's Available Point Balance immediately upon submitting a Return Transaction.

A minimum of 10,000 Points must be Returned in any one Transaction. If your Available Point Balance is below 10,000 Points, you may not Return Points to Gold Flow. The maximum number of Points for a Return Transaction is your Available Point Balance. Example #1: If your Available Point Balance is 50,000 and you wish to submit a Return Transaction, you may Return as many as 50,000 Points or as

few as 10,000 Points in any one Transaction or Day. Example #2: If your Available Point Balance is 3,500 Points, you may not Return Points to Gold Flow.

Gold Flow at its sole discretion may impose further Transaction Limits on the number of Points that you may Return on a daily or monthly basis. In addition, Gold Flow at its sole discretion may limit the number of Points that you may Return on a daily or monthly basis with the proceeds going to any one Funding Source. You may review your Transaction Limits for Return Transactions by logging onto the Gold Flow website and clicking on the "Return Points" page. Gold Flow may change your Transaction Limits at any time at the sole discretion of Gold Flow.

If you submit multiple Return Transactions that are scheduled to be processed on the same Day, Gold Flow reserves the right to combine the Transactions into one for processing purposes. For purposes of determining Transaction Limits, Gold Flow combines multiple Return Transactions submitted by you that are scheduled to be processed on the same Day.

As outlined in the TOS Section 5. Fees and on the website, there is a 1% fee for Return Transactions that is reflected in the Price for 10,000 Points for Return Transactions.

2.9 GIVING POINTS

Giving Points is a Transaction in which a Member Gives some or all of the Points from the Member's Available Point Balance to another Member or Non-member. The other side of a Give Transaction is a Receive Transaction. Example: When Robert Gives 1,000 Points to Milton, Milton Receives 1,000 Points from Robert.

To Give Points, an individual must be a Member of Gold Flow and have an Available Point Balance greater than ten Points. The only way to Give Points is through the Gold Flow website.

The minimum number of Points for a Give Transaction is ten Points. The maximum number of Points for a Give Transaction is the lesser of the Giving Member's Available Point Balance and one million Points. Example: If Robert's Available Point Balance is 50,000 Points, he may Give up to 50,000 Points to Milton.

If you wish to Give more Points than you have in your Available Point Balance, you must first either wait for Pending Transactions, if any, to be completed or Buy more Points to increase your Available Point Balance to an amount greater than or equal to the Give amount. This may delay a Give Transaction until any Pending Transactions are completed or until any Buy Transaction is processed and completed.

Gold Flow at its sole discretion may set additional Transaction Limits on the number of Points that you may Give to Members and Non-members on a daily or monthly basis. You may review your Transaction Limits for Give Transactions by logging onto the Gold Flow website and clicking on the "Give Points" page. Gold Flow may change your Transaction Limits at any time at the sole discretion of Gold Flow.

When a Member Gives Points to a Non-member, the Non-member must sign up as a Member in order to Receive the Points. If the Non-member chooses not to become a Member or if Gold Flow does not allow the Non-member to become a Member, Gold Flow will cancel the original Give Transaction and return the Points to the Giving Member's Point Balance. Gold Flow will allow the Non-member 14 days from the Transaction Submitted Date to become a Member and Receive the Points. At the end of the 14 day period, if the Non-member has not become a Member for whatever reason, Gold Flow will return the Points to the Giving Member.

In the case where the Non-member chooses not to become a Member or where Gold Flow does not allow the Non-member to become a Member, the Sending Member and Non-member agree not to hold Gold Flow responsible or liable for any costs or damages that result from the Non-member not becoming a Member and not Receiving the Points.

As outlined in the TOS Section 5. Fees and on the website, there are currently no fees for Give Transactions.

2.10 RECEIVING POINTS

Receiving Points is a Transaction in which a Member receives Points from another Member's Point Balance. A Receive Transaction is the other side of a Give Transaction. Example: When Robert Gives 1,000 Points to Milton, Milton Receives 1,000 Points from Robert.

To Receive Points, an individual must be a Member or become a Member of Gold Flow. The only way to Receive Points is through the Gold Flow website.

A Member may Receive as little as ten Points from another Member or up to one million Points, subject to the Giving Member's Available Point Balance. However, Gold Flow at its sole discretion may limit the number of Points that you may Receive from a Member or group of Members on a daily or monthly basis. You may review your Transaction Limits for Receive Transactions, if any, by logging onto the Gold Flow website and clicking on the "Receive Points" page.

As outlined in the TOS Section 5. Fees and on the website, there are currently no fees for Receive Transactions.

2.11 USING POINTS

Using Points is a Transaction in which a Member Uses some or all of the Points from the Member's Available Point Balance at a Participating Site such as an online game, virtual world, social network, or other lawful online site that is registered to participate in the Gold Flow Point system. As outlined in TOS Section 10. Restricted Activities, Members may not Use Points for illegal activities, including, but not limited to, money laundering, terrorism financing, pornography, illicit drugs, investment schemes, illegal immigration, identity theft, and gambling.

To Use Points, an individual must be a Member of Gold Flow and have an Available Point Balance greater than ten Points. For a Use Transaction, Gold Flow will process a transfer of Points from the Member's Available Point Balance to the Participating Site.

A Member may Use as little as ten Points subject to the requirements of the Participating Site. The maximum number of Points for a Use Transactions is the Giving Member's Available Point Balance. Example: If Robert's Available Point Balance is 50,000 Points, he may Use up to 50,000 Points or as few as ten Points at any Participating Site.

If you wish to Use more Points than you have in your Available Point Balance, you must first either wait for Pending Transactions, if any, to be completed or Buy more Points to increase your Available Point Balance to an amount greater than or equal to the Use amount. This may delay a Use Transaction until any Pending Transactions are completed or until any Buy Transaction is processed and completed.

Gold Flow at its sole discretion may set additional Transaction Limits on the number of Points that you may Use on a daily or monthly basis. You may review your Transaction Limits for Use Transactions by logging onto the Gold Flow website and clicking on the "Use Points" page. Gold Flow may change your Transaction Limits at any time at the sole discretion of Gold Flow.

When a Member Uses Points, the Participating Site is not required to accept the Points from the Member. It is the Member's responsibility to check with the Participating Site regarding their policies and procedures for Using Points.

As outlined in TOS Section 5. Fees and the website, Gold Flow does not currently assess fees for Using Points. However, a Participating Site may assess fees for Using Points. It is the Member's responsibility to check with the Participating Site regarding Fees and other policies specific to the Participating Site before Using Points.

2.12 GOLD FLOW GUARANTEE

Gold Flow guarantees that it will purchase any Points that a Member chooses to Return to Gold Flow from the Member's Available Point Balance so long as the Member's Available Point Balance is at least 10,000 Points. Gold Flow will purchase the Points based on the Price for 10,000 Points for Return Transactions at the time of submitting the Transaction less any applicable Fees.

To take advantage of the Gold Flow Guarantee, a Member must submit a Return Transaction through the Gold Flow website. The Transaction Limit for the Return Transaction is the greater of the Member's Available Point Balance or 10,000 Points. The Gold Flow Guarantee remains in effect until termination of the Member's membership.

Example: If a Member has an Available Point Balance of 50,000 Points and chooses to Return 30,000 Points to Gold Flow, the Member can submit a Return Transaction for 30,000 Points through the Gold Flow website. The U.S. Dollar amount to be paid to the Member by Gold Flow for the Return Transaction is equal to 30,000 divided by 10,000 multiplied by the Price for 10,000 Points for Return Transactions at the time of submitting the Transaction less any applicable Fees.

This is NOT a money back guarantee. The price at which you Return Points to Gold Flow may be higher or lower than the price at which you Bought the Points from Gold Flow. If the price is lower for the Return Transaction than the Buy Transaction, then you will receive less money from Returning

Points than you paid for Buying Points. In addition, Gold Flow imposes a 1% Fees for Return Transactions as outlined in the TOS Section 5. Fees and on the website.

2.13 POINT RESERVES

Gold Flow maintains a surplus of Point Reserves in order to meet the financial obligations of the Gold Flow Guarantee. The Point Reserves enable Gold Flow to always have sufficient financial resources on hand to purchase as many Points as Members may wish to Return to Gold Flow.

The Point Reserves consist of U.S. Dollar Deposits reserved exclusively for the Gold Flow Guarantee and investments in one, or a combination, of the following: 1) Gold Futures, 2) Gold Options, 3) Gold-related Investment Securities, and 4) Physical Gold.

Gold Flow guarantees that the total value of its Point Reserves will always be greater than or equal to the total value of Members' Points. Example: If on July 31, 2009, Members own a total 125,000,000 Points and the Price for 10,000 Points is \$8.32, then the total value of Members' Points would be \$104,000.00 on July 31, 2009. Gold Flow would guarantee that the total value of its Point Reserves would be equal to or greater than \$104,000.00 on July 31, 2009.

To assure transparency, Gold Flow will publish an accounting of the Point Reserves on the Gold Flow website as of the end of every month, no later than fifteen Days following the end of the month (see hypothetical illustration below).

Hypothetical Illustration of Gold Flow Point Reserves

	U.S. Dollar Value as of July 31, 2009
<u>Surplus of Point Reserves:</u>	
Total Value of Point Reserves	\$120,000.00
Total Value of Members' Points	\$104,000.00
Surplus of Point Reserves	<u>\$16,000.00</u>
<u>Details of Point Reserve:</u>	
Point Reserves	
U.S. Dollar Deposits Reserved for Gold Flow Guarantee	\$110,000.00
Gold Futures	\$10,000.00
Gold Options	\$0.00
Gold-related Investment Securities	\$0.00
Physical Gold	\$0.00
Total Value of Point Reserves	<u>\$120,000.00</u>
Members' Points	
Members' Points: 125,000,000	
Price for 10,000 Points: \$8.32	
Total Value of Members' Points: [(125,000,000 / 10,000) * \$8.32]	\$104,000.00
Surplus of Point Reserves	<u>\$16,000.00</u>

As a hypothetical example, the preceding table shows that Gold Flow has fully reserved its obligation to redeem all Points owned by Members. If Members were to Sell all of their Points back to Gold Flow for \$104,000.00, Gold Flow would have \$120,000.00 available to purchase the Points, which is \$16,000.00 more than what would be required. To reiterate, Gold Flow guarantees that the total value of its Point Reserves will always be greater than or equal to the total value of Members' Points.

2.14 TRANSACTION DATES

The Transaction Submitted Date is the Date that a Member successfully submits a Transaction through the Gold Flow website. The Transaction Completed Date is the Date that Gold Flow successfully completes the processing of a Transaction. The Transaction Payment Date is the Date that Gold Flow receives payment for a Buy Transaction or the Date that Gold Flow sends payment for a Return Transaction.

For Buy and Return Transactions, the Transaction Completed Date is the same as the Transaction Payment Date. Gold Flow will typically process the EFT for a Buy or Return Transactions on the first Business Day following the Transaction Submitted Date. The EFT may take one or more Business Days to be completed through the ACH.

For Give and Use Transactions, the Transaction Completed Date is typically the Transaction Submitted Date unless the Transaction involves a Non-member or requires further review by Gold Flow for compliance with the TOS.

Example: If Milton submits a Buy Transaction on Tuesday, January 27, 2009, and Gold Flow receives payment by ETF on Thursday, January 29, 2009, then the Transaction Submitted Date is January 27, 2009 and the Transaction Payment Date is January 29, 2009, which is also the Transaction Completed Date.

2.15 TRANSACTION PROCESSING

Gold Flow will use its best efforts to process Transactions that comply with the TOS in a timely manner. If Gold Flow fails to successfully process a Transaction or multiple Transactions in a timely manner, you agree not to hold Gold Flow responsible or liable for any costs or damages that result from such failure. You further agree to grant Gold Flow 30 days from the original Transaction Submitted Date to process the Transaction. If Gold Flow has not processed the Transaction by the end of the 30 day period, Gold Flow will cancel the Transaction. When processing a Buy or Sell Transaction during the 30 day period following the original Transaction Submitted Date, Gold Flow will use the Price for 10,000 Points at the time the Transaction was originally submitted.

Gold Flow may delay processing a Transaction in order to review it for compliance with the TOS. If a Transaction is found to be in violation of the TOS, particularly if the Transaction involves a Restricted Activity, Gold Flow will cancel the Transaction. Gold Flow at its sole discretion may suspend or terminate the membership of a Member who violates the TOS. If Gold Flow determines that the Transaction is in compliance with the TOS, Gold Flow will use its best efforts to process the Transaction in a timely manner after such determination assuming, in the case of a Buy Transaction, payment has been received by Gold Flow. Members and Non-members agree not to hold Gold Flow responsible or liable for any costs or damages that result from a Transaction being delayed or canceled by Gold Flow.

2.16 TRANSACTION HISTORY

Members may review their Transaction history by logging on to the Gold Flow website and clicking on the "History" page under the "My Points" tab. If your Transaction History includes an Unauthorized Transaction or Processing Error, it is your responsibility to immediately contact Gold Flow by emailing security@goldflow.com and notifying Gold Flow of the Unauthorized Transaction or Completed Error.

3. NO ESCROW SERVICES

Escrow is the placement of money, property, or something else of value by one party to a legal agreement with a neutral third party, which holds it for delivery to the second party to the legal agreement until the second party has fulfilled its obligations to the first party. Gold Flow does NOT provide Escrow services and does not guarantee or accept responsibility for the services or products that may be exchanged for Points. Members are solely responsible and liable for the services and products given in exchange for Points.

Example: If Paul Uses 2,500 Points at a virtual world in exchange for a virtual good, Gold Flow is only responsible for processing the Transaction as it relates to the Points and is not responsible for anything related to the virtual good. It is the responsibility of Paul and the virtual world, not Gold Flow, to make sure the virtual good is delivered by the virtual world to Paul. Paul and the virtual world are solely responsible and liable for completing their deal with respect to the virtual good.

4. NO ARBITRATION SERVICES

Gold Flow does not arbitrate disputes between Members and other Members, Non-members, or Participating Sites. Member cannot reverse a completed a Transaction once it is submitted. Gold Flow may reverse a Transaction in order to comply with the TOS or when directed to do so by a court order. If a Member submits a Give or Use Transaction and wishes to reverse it, the Giving Member must rely on the Receiving Member or Participating Site to return the Points. To return the Points, the Receiving Member or Participating Site must submit a Give Transaction in the same amount as the original Transaction to the Member who originally Gave or Used the Points.

Example: Continuing the example from the TOS Section 3. No Escrow Services, if a dispute arises between Paul and the virtual world regarding the virtual good, Gold Flow will not arbitrate the dispute or become involved in it. If Paul does not receive the virtual good from the virtual world, Paul must rely on the virtual world to return the 2,500 Points that Paul originally Used at the Virtual World. The virtual world could do this by submitting a Give Transaction to Paul for 2,500 Points, thereby effectively reversing the original Transaction.

5. FEES

Gold Flow Fees are as follows:

Membership Sign Up	Free
Buy Points	Free
Return Points	1%
Give Points	Free
Receive Points	Free
Use Points	Free
Insufficient Funds	\$25.00

Gold Flow sets the price for Points in U.S. Dollars based on a round lot purchase of 10,000 Points. Transactions in amounts other than 10,000 Points are prorated based on the Price for 10,000 Points and rounded to the nearest cent. Gold Flow calculates the Price for 10,000 Points based on the current Gold Price and publishes it on the Gold Flow website.

For Buy, Give, Receive, and Use Transactions, the Price for 10,000 Points is calculated by dividing the Gold Price by 100, with the result rounded up to the nearest cent. Example: If the Gold Price is \$832.25, then the Price for 10,000 Points is \$8.33 (calculation: $\$832.25 / 100 = \8.33).

For Return Transactions, the Price for 10,000 Points is calculated similarly except that it includes a 1% Fee, with the result rounded down to the nearest cent. Example: If Price for 10,000 Points for Buy, Give, Receive, and Use Transaction is \$8.33, then the Price for 10,000 Points for Return Transactions is \$8.24 (calculation: $[\$8.33 * 0.99] / 100 = \8.24).

As outlined in the TOS Section 2.5. Price for 10,000 Points, Gold Flow sets the price for Points in U.S. Dollars based on a round lot purchase of 10,000 Points. Transactions in amounts other than 10,000 Points are prorated based on the Price for 10,000 Points and rounded to the nearest cent. Gold Flow calculates the Price for 10,000 Points based on the current Gold Price and publishes it on the Gold Flow website.

For Buy, Give, Receive, and Use Transactions, the Price for 10,000 Points is calculated by dividing the Gold Price by 100, with the result rounded up to the nearest cent. Example: If the Gold Price is \$832.25, then the Price for 10,000 Points is \$8.33 (calculation: $\$832.25 / 100 = \8.33).

For Return Transactions, the Price for 10,000 Points is calculated similarly except that it includes a 1% Fee, with the result rounded down to the nearest cent. Example: If Price for 10,000 Points for Buy, Give, Receive, and Use Transaction is \$8.33, then the Price for 10,000 Points for Return Transactions is \$8.24 (calculation: $[\$8.33 * 0.99] / 100 = \8.24).

6. COMMUNICATION

Gold Flow communicates with Members by posting notices and information on our website or by sending emails or regular mail to Members. The method of communication is at the sole discretion of Gold Flow.

Members may communicate with Gold Flow by sending emails to Gold Flow at the addresses listed below or by mailing Gold Flow at P.O. Box 16585, St. Louis, MO 63105. Prior to contacting Gold Flow, please review the FAQs section of the website to determine if your question has already been answered there.

General Information	info@goldflow.com
Technical Support	tech@goldflow.com
Transaction Support	points@goldflow.com
Report Fraud / Abuse	security@goldflow.com
Dispute Resolution	disputes@goldflow.com
Advertise on Gold Flow	advertise@goldflow.com
All Other Issues	admin@goldflow.com

Gold Flow will never ask for your User Name or Password in an email communication. You should never provide your User Name or Password in response to any email communication even if it appears to be sent from Gold Flow.

7. PRIVACY

Gold Flow understands that you entrust us with your Personal Information so that we may provide services to you safely and securely. To earn this trust, Gold Flow commits to treating your Personal Information with the utmost responsibility and highest standards. Our privacy commitment to you is to keep your Personal Information confidential and secure and to not sell your Personal Information under any circumstances.

Gold Flow's Privacy Policy is included on the Gold Flow website and is incorporated in the TOS by reference. Gold Flow reserves the right to make changes to the Privacy Policy at anytime by posting a revised version on our website. Gold Flow will email the current Privacy Policy to all Members once per year.

It is your responsibility to keep your Personal Information accurate and up to date by submitting accurate responses upon signing up for Gold Flow and by revising information as necessary thereafter.

Members and Non-members who receive or access Personal Information related to another Member as part of a Transaction or by any other means agree to keep the other Member's Personal Information confidential and secure and to use it for no purpose other than legitimate Gold Flow Transactions.

Another Member may not grant you access to his/her membership and you may not grant access to your membership to another Member or Non-member. Logging on to the Gold Flow website using anyone's User Name and Password other than your own or submitting Transactions on another person's behalf is strictly prohibited.

Gold Flow uses Personal Information to process Transactions, prevent fraud, and comply with laws and regulations. Gold Flow may share Personal Information and other information with various law enforcement authorities and other government entities to help prevent, investigate, or prosecute illegal activity.

Gold Flow partners with banks, credit bureaus, technology firms, and other third parties that help us to provide safe and secure services to Members. Gold Flow does not allow third party service providers to use your Personal Information for marketing purposes or any other reason unrelated to the services provided to Gold Flow or its Members.

8. SECURITY

Gold Flow utilizes industry standard security measures to protect the Gold Flow website including data encryption and Secure Socket Layer (SSL) protocol. Gold Flow employs both physical and technological security measures to protect Personal Information and other data.

You are responsible for maintaining the confidentiality of your User Name, Password, and Security Question / Answer. If you believe your Password and/or Security Question / Answer have been compromised, you must immediately log on to the Gold Flow website and change them. If you can no longer log on to Gold Flow, you must immediately contact Gold Flow by email at security@goldflow.com. Gold Flow is not responsible for security breaches related to a lost or stolen User Name, Password, or Security Question / Answer. Any liability or loss arising out of a lost or stolen User Name, Password, or Security Question / Answer is the sole responsibility of the Member.

The Gold Flow website includes links to unaffiliated third parties, some of which advertise on our website. Gold Flow does not share your information with, or sell it to, third party advertisers under any circumstances. If you choose to visit a third party website, it is your responsibility to understand their privacy policy and security procedures, which may not protect your information to the same degree as Gold Flow.

9. UNAUTHORIZED TRANSACTIONS AND PROCESSING ERRORS

An Unauthorized Transaction is a Transaction submitted by someone other than you who has improperly accessed the Gold Flow website using your User Name and Password. You agree that Unauthorized Transactions are your responsibility and that Gold Flow shall have no liability whatsoever for Unauthorized Transactions.

Unauthorized Transaction Example: Your User Name and Password are lost, misplaced, stolen, provided to another person by you, or otherwise obtained by someone other than you. Someone other than you then uses your User Name and Password to log on to the Gold Flow website and submits a Transaction. This would be an Unauthorized Transaction, for which you would accept sole responsibility and liability for any loss.

A Processing Error relates to a Transaction which you submitted that Gold Flow processed incorrectly or a Transaction which was not an Unauthorized Transaction but which Gold Flow processed and incorrectly attributed to you. Processing Errors are the responsibility of Gold Flow.

Processing Error Example: You log on to the Gold Flow website and discover a Transaction in your Transaction History which is incorrect or does not belong to you. You immediately email security@goldflow.com to report

the Processing Error. If after investigating, Gold Flow agrees that the Transaction was not an Unauthorized Transaction and that a Processing Error was made, Gold Flow will cancel or reverse the Transaction. Conversely, if after investigating, Gold Flow finds that it was an Unauthorized Transaction, then you would accept sole responsibility and liability for any loss due to the Transaction.

If you believe that your Transaction History includes an Unauthorized Transaction or Processing Error, it is your responsibility to immediately contact Gold Flow by emailing security@goldflow.com.

10. RESTRICTED ACTIVITIES

Gold Flow prohibits the Restricted Activities listed below, and you agree not to engage in such activities at any time in any manner. If you engage in any Restricted Activities, Gold Flow may suspend or terminate your membership as well as take other action against you to protect Gold Flow and its Members. This may include taking legal action against you. You are responsible for any loss or liability that results from your engaging in Restricted Activities, and you agree to reimburse Gold Flow and any other affected party including, but not limited to, other Members, Non-members, Participating Sites, and Gold Flow partners for any such losses or liabilities.

10.1 VIOLATING THE TERMS OF SERVICE

Violating the terms and conditions of the TOS as well as any other Gold Flow policies and procedures included on the Gold Flow website or in communications to you.

10.2 ILLEGAL ACTIVITIES

Violating any local, state, or federal law or regulation. This includes, but is not limited to, laws and regulations related to money laundering, terrorism financing, pornography, illicit drugs, investment schemes, illegal immigration, identity theft, and gambling.

10.3 FRAUDULENT ACTIVITIES

Engaging in any Fraudulent Activities. This includes, but is not limited to, providing Personal Information that is untrue or misleading or submitting Fraudulent Transactions. Fraudulent Transactions include, but are not limited to, bundling or structuring Transactions to circumvent Transaction Limits or disguising the illicit purpose of a Transaction. Fraudulent Activities also include any other efforts to deceive or harm Gold Flow, Members, Non-members, Participating Sites, Gold Flow partners, or law enforcement authorities.

10.4 IMPROPER ACCESS AND UNAUTHORIZED TRANSACTIONS

Accessing another person's Gold Flow membership by whatever means and for whatever reason. Submitting Unauthorized Transactions using another person's Gold Flow membership by whatever means and for whatever reason. Allowing or enabling another person to access your Gold Flow membership by whatever means and for whatever reason.

10.5 TECHNOLOGY ABUSE

Technology abuse involves using or accessing technology in a manner that is deceitful or harmful to Gold Flow, Members, Non-members, Participating Sites, or Gold Flow partners. This includes, but is not limited to, the following: a) hacking Gold Flow's website or other technology; b) sending spam email; c) phishing; d) using a virus, Trojan horse, worm, or other technique to damage or interfere with Gold Flow's technology; e) launching a denial-of-service attack; and f) using an anonymizing proxy.

10.6 SPECULATIVE TRADING

Buying and Returning Points for the purpose of Speculative Trading, which is the short-term Buying and Returning of Points in anticipation of profiting from fluctuations in the Price for 10,000 Points.

10.7 INFRINGING INTELLECTUAL PROPERTY

Using Gold Flow's Trademarks or other intellectual property of Gold Flow or its partners without the prior written consent of Gold Flow.

10.8 UNCOOPERATIVE OR UNCIVIL BEHAVIOR

Uncooperative or uncivil behavior includes but is not limited to: a) not responding truthfully or in a timely manner to Gold Flow inquiries regarding Personal Information or Transactions; b) abusing the Gold Flow Privacy Policy; c) placing a disproportionately heavy load on Gold Flow technology, customer service, or any other Gold Flow resources or assets; and d) mistreating or being abusive to other Members, Non-members, Participating Sites, or Gold Flow staff.

11. SUSPENSION OF MEMBERSHIP

Gold Flow may suspend your membership for any reason at any time at the sole discretion of Gold Flow. Suspended Members have no access to Gold Flow services during the suspension. Suspension may lead to termination of your membership at the sole discretion of Gold Flow. Alternatively, Gold Flow may end the

suspension and reinstate your membership at the sole discretion of Gold Flow. Upon reinstatement, Gold Flow may limit your access to Gold Flow services.

12. TERMINATION OF MEMBERSHIP

Memberships may be terminated voluntarily, involuntarily, or due to dormancy.

12.1 VOLUNTARY

You may voluntarily cancel your membership at any time. To cancel your membership, you must log on to the Gold Flow website and click on the "Cancel Membership" button on your Profile page. Prior to canceling your membership, Gold Flow highly recommends that you Return to Gold Flow any remaining Points in your Point Balance assuming your Available Point Balance is at least 10,000 Points. Gold Flow at its sole discretion may delay purchasing your Points in order to assure your performance of any obligations under the TOS. If there is such a delay and you then fulfill your obligations to Gold Flow's satisfaction, Gold Flow will use the closing Price for 10,000 Points for Return Transactions on the Day of the cancelation to purchase your Points. You agree that upon voluntarily canceling your membership you may continue to have responsibilities and obligations under the TOS that survive cancelation of your membership. If you have Points in your Point Balance after canceling your membership, you will continue to hold and own such Points. You will no longer be able to Return the remaining Points back to Gold Flow after canceling your membership. The Gold Flow Point Guarantee ends upon cancelation of your membership. Memberships canceled voluntarily have no further access to Gold Flow services.

12.2 INVOLUNTARY

Gold Flow may terminate your membership for any reason at any time at the sole discretion of Gold Flow. If your Available Point Balance is at least 10,000 Points, you agree to allow Gold Flow to purchase your Points at the closing Price for 10,000 Points for Return Transactions on the Day of the termination. Gold Flow at its sole discretion may delay purchasing your Points in order to assure your performance of any obligations under the TOS. If there is such a delay and you then fulfill your obligations to Gold Flow's satisfaction, Gold Flow will use the closing Price for 10,000 Points for Return Transactions on the Day of the Termination to purchase your Points assuming your Point Balance is at least 10,000 Points. You agree that upon involuntary termination of your membership you may continue to have responsibilities and obligations under the TOS that survive termination of your membership. Memberships terminated involuntarily have no further access to Gold Flow services.

12.3 DORMANT MEMBERSHIPS

Gold Flow at its sole discretion may classify a membership as dormant if the Member does not log on to the Gold Flow website for a period of twelve months. Prior to classifying a membership as dormant, Gold Flow will email the Member to determine if the Member wishes to continue his/her membership. The Member will have 30 days from the Date of the email to log on to Gold Flow to prevent Gold Flow from classifying the membership as dormant. Otherwise, the membership will be considered dormant. Dormant memberships will be considered suspended or terminated at the sole discretion of Gold Flow until the Member contacts Gold Flow to request reinstatement of his/her membership and such request is granted. Gold Flow at its sole discretion may decide whether or not to reinstate a membership. During the period of dormancy, Members will continue to hold and own any remaining Points in his/her Point Balance. Access to Gold Flow services will be suspended during the period of dormancy.

13. TAXES

You agree that you are solely responsible and liable for any taxes related to your use of Gold Flow services including, but not limited to, the Buying, Returning, Giving, Receiving, and Using of Points. Gold Flow is not responsible for determining whether taxes apply to a Transaction, and Gold Flow does not report, collect, or remit any taxes on behalf of Members.

Gold Flow advises Members to seek the guidance of the Internal Revenue Service, state tax authorities, or a licensed tax advisor or attorney for assistance with tax matters. Gold Flow does not provide tax advice, and you agree not to rely on Gold Flow for such advice.

14. TRADEMARKS

Gold Flow has applied to the U.S. Patent and Trademark Office for a registered trademark for "Gold Flow." You may not use the trademarks or any other intellectual property of Gold Flow or its partners for any reason in any capacity without the prior written consent of Gold Flow.

15. LEGAL AND GENERAL PROVISIONS

15.1 LEGAL DISPUTES

You agree that if you have a Legal Dispute with Gold Flow, you will first contact Gold Flow in an effort to resolve the Legal Dispute. Such contact must be submitted by email to disputes@goldflow.com. If we

are unable to resolve the Legal Dispute in a timely manner to the mutual satisfaction of you and Gold Flow, you agree that the Legal Dispute will be submitted to and settled by Binding Arbitration.

The Binding Arbitration for Legal Disputes must follow the Commercial Arbitration Rules of the American Arbitration Association. You agree that the Binding Arbitration shall not result in a modification of the TOS.

The prevailing party in any Legal Dispute shall be entitled to recover reasonable attorneys' fees and other direct costs related to the Legal Dispute. This is in addition to any other relief that may result from resolution of the Legal Dispute.

15.2 GOVERNING LAW

The TOS and any Legal Disputes between you and Gold Flow shall be governed by the laws of the United States of America and the laws of the State of Missouri, without regard to conflict of law provisions. Notwithstanding the requirement for Binding Arbitration as stated in Section 15.1 of the TOS, you agree that any action related to a Legal Dispute brought by you against Gold Flow must be filed in either a Missouri state court located in St. Louis County, Missouri or in a federal court located in the Eastern District of Missouri. You agree not to file any action related to a Legal Dispute in any other venue and you consent to the named courts' jurisdiction over all legal matters related to Gold Flow.

15.3 INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Gold Flow and its owners, officers, employees, and partners from all claims, demands, liabilities, damages, losses, and expenses (including but not limited to attorney's fees) arising out of your Gold Flow membership, your use of the Gold Flow website or services, or your engaging in any Restricted Activities.

15.4 LIMITATION OF LIABILITY

You agree that under no circumstances will Gold Flow or its owners, officers, employees, and partners be liable for any direct, indirect, special, consequential, incidental, or punitive damages arising out of your Gold Flow membership, your use of the Gold Flow website or services, or your engaging in any Restricted Activities. This includes, but is not limited to, damages related to the loss of profits.

Certain states may not allow for the exclusion or limitation of incidental or consequential damages. If you are a resident of such a state, such exclusions or limitations may not apply to you. This warranty provides you with specific legal rights, and you may have other rights depending on the jurisdiction. If you are a resident of such a state, you agree that Gold Flow's liability is limited to the amount of actual direct damages.

15.5 DISCLAIMER OF WARRANTIES

Gold Flow provides services on an "as is" and "as available" basis. To the fullest extent permissible under state and federal law, Gold Flow and its owners, officers, employees, and partners disclaim all warranties, whether express, implied, or statutory. This includes, but is not limited to, any implied warranties of title, merchantability, fitness for a particular purpose, delays or errors in Completed Transactions, and any other warranties related to the reliability, performance, or continued operation of Gold Flow's website and services.

Certain states may not allow for a disclaimer of warranties. If you are a resident of such a state, the disclaimers included in this paragraph may not apply to you. This warranty provides you with specific legal rights, and you may have other rights depending on the jurisdiction.

15.6 ASSIGNMENT

Gold Flow reserves the right to assign or transfer any right or obligation included in this TOS to any party at any time. You may not assign or transfer any right or obligation included in this TOS without the prior written consent of Gold Flow.

15.7 NO WAIVER

You agree that the failure of Gold Flow to enforce any section of the TOS shall not constitute a waiver of Gold Flow's right to enforce the TOS in its entirety. Should Gold Flow not respond or react to your engaging in a Restricted Activity or breach of the TOS, this in no way precludes Gold Flow from responding or reacting to your subsequent engaging in Restricted Activity or breach of the TOS.

15.8 SEVERABILITY

If any sections of the TOS are found by a federal or state court to be invalid or unenforceable, any such sections shall be considered removed from the TOS and all remaining sections shall be considered valid and enforceable.

15.9 COMPLETE AGREEMENT

The TOS constitutes the complete agreement between you and Gold Flow. You agree that your responsibilities and obligations under the TOS will survive the suspension, termination, or dormancy of your membership until such time that all of your responsibilities and obligations have been fulfilled by you to the satisfaction of Gold Flow or, if necessary, a federal or state court.

16. DEFINITIONS

- **"Automated Clearing House"** or **"ACH"** is a network that financial institutions use for processing electronic payments. An electronic payment from one bank account to another processed through ACH is commonly referred to as an electronic funds transfer, or EFT.
- **"Available Point Balance"** is a Member's Point Balance derived from all completed transactions less pending credit transactions such as Returns, Gifts, and Uses that are submitted but not yet completed. Your ability to Return, Give, and Use Points is limited by your Available Point Balance.
- **"Bank Account"** is a Member's Checking Account, Savings Account, or Money Market Account at an FDIC Financial Institution.
- **"Binding Arbitration"** is a process for settling Legal Disputes that must follow the Commercial Arbitration Rules of the American Arbitration Association
- **"Business Days"** are Weekdays except Holidays.
- **"Buy", "Buying",** or **"Bought"** is a Transaction in which a Member purchases Points from Gold Flow.
- **"CBOT"** is the Chicago Board of Trade, which is a Futures Exchange where Futures and Options are traded, including Gold Futures and Gold Options.
- **"CFTC"** is the Commodity Futures Trading Commission, which is the primary regulator of Futures and Options in the United States.
- **"Checking Account"** is a type of Bank Account from an FDIC Financial Institution. A Checking Account allows for the writing of checks against Deposits.
- **"COMEX"** is the Division of NYMEX where Gold Futures and Gold Options are traded.
- **"Commodity Pool"** is a fund that invests in Futures and Options on behalf of investors in the fund. Commodity Pools are regulated by the CFTC. Gold Flow is NOT a Commodity Pool.
- **"Date" and "Day"** are based on the local time in New York and refer to a 24 hour daily time period beginning at 12:00 a.m. EST (or EDT when in effect) and ending at 11:59:59 p.m. EST (or EDT when in effect).
- **"Deposits"** are funds placed in Checking Accounts, Savings Accounts, Money Market Accounts, or other Deposit accounts at FDIC Financial Institutions. Deposits do not include investments in stocks, bonds, Mutual Funds, or any other Investment Securities. Points are NOT Deposits.
- **"DST"** stands for daylight savings time.
- **"EDT"** is Eastern Daylight Time. EDT is the local time in New York when daylight savings time is in effect.
- **"Electronic Funds Transfer"** or **"EFT"** is an electronic payment from one Bank Account to another processed through the Automated Clearing House or ACH.
- **"Escrow"** is the placement of money, property, or something else of value by one party to a legal agreement with a neutral third party, which holds it for delivery to the second party to the legal agreement until the second party has fulfilled its obligations to the first party. Gold Flow does NOT provide Escrow services.
- **"EST"** is Eastern Standard Time. EST is the local time in New York when daylight savings time is not in effect.
- **"FDIC"** is the Federal Deposit Insurance Corporation, which is the government agency that insures Deposits at bank and savings institutions generally up to \$100,000 per depositor at each institution. Points are NOT FDIC insured.
- **"FDIC Financial Institution"** is a bank, credit union, or savings institution that accepts Deposits insured by the Federal Deposit Insurance Corporation (FDIC). Gold Flow is NOT an FDIC Financial Institution.

- **"Fees"** are charges that Gold Flow assesses Members for using Gold Flow services. For a complete listing of Fees, please see the Fees section of the TOS and the Gold Flow website.
- **"Financial Account"** is a Bank Account.
- **"Fraudulent Activities"** include, but are not limited to, providing Personal Information that is untrue or misleading or submitting Fraudulent Transactions. Fraudulent Activities also include any other efforts to deceive or harm Gold Flow, Members, Non-members, Gold Flow partners, or law enforcement authorities.
- **"Fraudulent Transactions"** include, but are not limited to, bundling or structuring Transactions to circumvent Transaction Limits or disguising the illicit purpose of a Transaction.
- **"Funding Source"** is a Financial Account that is owned by the Member and registered with Gold Flow in order to fund Buy Transactions and to receive proceeds from Return Transactions.
- **"Futures"** are standardized financial contracts traded on an exchange that obligate the buyer to purchase a commodity, financial instrument, or other underlying asset at a set price and date in the future. A Future is different from an Option in that the buyer of a Future is obligated to purchase the underlying asset (or pay the equivalent in cash) upon settlement whereas the buyer of an Option has the right, but not the obligation, to buy the underlying asset (or pay the equivalent in cash) upon settlement.
- **"Futures Exchange"** is a financial exchange that trades Futures and Options. Futures Exchanges in the United States are primarily regulated by the CFTC. The CBOT and NYMEX are examples of Futures Exchanges, where Gold Futures and Gold Options are traded.
- **"Give", "Giving", or "Gave"** is a Transaction in which a Member makes a gift of some or all of the Points from the Member's Available Point Balance to another Member or Non-member. The other side of a Give Transaction is a Receive Transaction. Example: When Robert Gives 100 Points to Milton, Milton Receives 100 Points from Robert.
- **"Gold"** is a precious metal that has been highly valued historically as both money and jewelry. Gold is an element with the symbol AU and the atomic number 79. For purposes of the TOS, a quantity of Gold must assay at a fineness of no less than 99.5% to be considered Gold.
- **"Gold Flow"** is the exclusive issuer of Gold Flow Points. Gold Flow processes the Buying, Returning, Giving, Receiving, and Using of Points by Gold Flow Members. Gold Flow is a Missouri limited liability company.
- **"Gold Flow Guarantee"** is Gold Flow's guarantee that it will purchase any Points that a Member chooses to Return to Gold Flow from the Member's Available Point Balance so long as the Member's Available Point Balance is at least 10,000 Points. Gold Flow will purchase the Points based on the Price for 10,000 Points for Return Transactions at the time of submitting the Transaction less any applicable Fees.

To take advantage of the Gold Flow Guarantee, a Member must submit a Return Transaction through the Gold Flow website. The Transaction Limit for the Return Transaction is the greater of the Member's Available Point Balance or 10,000 Points. The Gold Flow Guarantee remains in effect until termination of the Member's membership.

Example: If a Member has an Available Point Balance of 50,000 Points and chooses to Return 30,000 Points to Gold Flow, the Member can submit a Return Transaction for 30,000 Points through the Gold Flow website. The U.S. Dollar amount to be paid to the Member by Gold Flow for the Return Transaction is equal to 30,000 divided by 10,000 multiplied by the Price for 10,000 Points for Return Transactions at the time of submitting the Transaction less any applicable Fees.

This is NOT a money back guarantee. The price at which you Return Points to Gold Flow may be higher or lower than the price at which you Bought the Points from Gold Flow. If the price is lower for the Return Transaction than the Buy Transaction, then you will receive less money from Returning Points than you paid for Buying Points. In addition, Gold Flow imposes a 1% Fees for Return Transactions as outlined in the TOS Section 5. Fees and on the website.

- **"Gold Flow Points"** is a universal point system intended for use in online games, virtual worlds, social networks, and other lawful online sites that utilize point systems. The value of Points is related to the Gold Price (see Gold Price and Price for 10,000 Points). Gold Flow Members can use the Gold Flow website to do the following: 1) Buy Points from Gold Flow; 2) Return Points back to Gold Flow; 3) Give Points to other Members and Non-members; 4) Receive Points from other Members; and 5) Use Points at Participating Sites. It is

important to understand that the value of a Point in U.S. Dollars moves up and down in relation to changes in the Gold Price.

- **"Gold Futures"** are Futures based on Gold which are listed on the CBOT and the COMEX Division of NYMEX.
- **"Gold Options"** are Options based on Gold which are listed on the CBOT and the COMEX Division of NYMEX
- **"Gold Price"** is the current market price of one Troy Ounce of Gold in U.S. Dollars, which is also known as the Spot Price. Example: If the Spot Price is \$832.25, then the Gold Price is \$832.25.
- **"Holidays"** are New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. When New Year's Day, Independence Day, or Christmas Day falls on a Saturday or Sunday, it may be observed on a Weekday, which would not be considered a Business Day.
- **"Insufficient Funds"** occurs whenever a Financial Account does not have adequate funds to fund a Buy Transaction.
- **"Investment Security"** is a stock, bond, Mutual Fund or other security available for investment that is typically regulated by the SEC. Points are NOT an Investment Security.
- **"Legal Disputes"** are disputes which may result in some type of legal action between you and Gold Flow related to the TOS or arising out of your use of the Gold Flow website or Gold Flow services.
- **"Member"** is an individual who has successfully signed up for Gold Flow and whose membership has not been suspended, canceled, or terminated.
- **"Money Market Account"** is a type of Bank Account from an FDIC Financial Institution. A Money Market Account earns interest on Deposits similar to a Savings Account and also allows for the limited writing of checks against Deposits somewhat similar to a Checking Account.
- **"Mutual Fund"** is a fund that typically invests in stocks, bonds, other security types or investments, or some combination thereof on behalf of the investors in the fund. Mutual Funds are regulated by the SEC. Gold Flow is NOT a Mutual Fund.
- **"Non-member"** is someone who is not a Member of Gold Flow.
- **"NYMEX"** is the New York Mercantile Exchange, which is a Futures Exchange where Futures and Options are traded, including Gold Futures and Gold Options.
- **"Options"** are standardized financial contracts traded on an exchange in which the buyer has the right, but not the obligation, to purchase a commodity, financial instrument, or other underlying asset at a set price and up to or at a date in the future. An Option is different from a Future in that the buyer of an Option has the right, but not the obligation, to buy the underlying asset (or pay the equivalent in cash) upon settlement whereas the buyer of a Future is obligated to purchase the underlying asset (or pay the equivalent in cash) upon settlement.
- **"Participating Site"** is an online game, virtual world, social network, or other lawful online site that is registered to participate in the Gold Flow Point system and where Members can Use Points.
- **"Password"** is the alpha-numeric security code created by a Member that enables him/her to log in to the Gold Flow website. A Password must include at least 8 characters and no blank spaces.
- **"Pending Point Balance"** is a Member's Point Balance derived from pending buy transactions plus any other pending debit transactions like the pending receipt of Points.
- **"Pending Transaction"** is a Transaction which has been submitted but not yet completed.
- **"Personal Check"** is a check written on a Bank Account.
- **"Personal Information"** consists of information related to your identity including your name, address, telephone numbers, email, social security number, and date of birth as well as information provided by identity verification organizations and credit organizations. Personal Information also consists of information related to your Financial Accounts, Gold Flow Transaction history, and usage of the Gold Flow website.
- **"Physical Gold"** is actual gold. Gold Flow may hold Physical Gold as part of the Gold Flow Point Reserves.

- **“Point”** is a Gold Flow Point.
- **“Point Balance”** is the number of Points owned by a Member. It is an accumulation of a Member’s total Transactions and is calculated as follows: 1) add the total number of Points the Member has Bought from Gold Flow; 2) subtract the total number of Points the Member has Returned to Gold Flow; 3) subtract the total number of Points the Member has Given as Gifts; 4) add the total number of Points the Member has received in Gifts; and 5) subtract the total number of Points the Member has Used.

Example: After signing up for Gold Flow, Robert has completed five Transactions in total: 1) he Bought 100,000 Points from Gold Flow; 2) he Returned 10,000 Points to Gold Flow; 3) he Gave 20,000 Points to his brother; 4) he received 40,000 Points as a Gift from his sister; and 5) he Used 15,000 Points in a virtual world. After the five Transactions, Robert’s Point Balance is 95,000 Points (calculation: 100,000 Points Bought – 10,000 Points Sold – 20,000 Points Given as Gift + 40,000 Points Received as Gift - 15,000 Points Used = 95,000 Point Balance).

- **“Point Balance Dollar Value”** is equal to the Member’s Point Balance divided by 10,000 multiplied by the current Price for 10,000 Points rounded to the nearest cent. Example: Robert has a Point Balance of 95,000 Points and the current Price for 10,000 Points is \$8.33. Therefore, Robert’s Point Balance Dollar Value is \$79.14 (calculation: $[95,000 / 10,000] \times \$8.33 = \$79.14$). A Member’s Point Balance Dollar Value is always rounded to the nearest cent.
- **“Price for 10,000 Points”** is the price for Points in U.S. Dollars based on a round lot purchase of 10,000 Points. Transactions in amounts other than 10,000 Points are prorated based on the Price for 10,000 Points and rounded to the nearest cent. Gold Flow calculates the Price for 10,000 Points based on the current Gold Price and publishes it on the Gold Flow website.

For Buy, Give, Receive, and Use Transactions, the Price for 10,000 Points is calculated by dividing the Gold Price by 100, with the result rounded up to the nearest cent. Example: If the Gold Price is \$832.25, then the Price for 10,000 Points is \$8.33 (calculation: $\$832.25 / 100 = \8.33).

For Return Transactions, the Price for 10,000 Points is calculated similarly except that it includes a 1% Fee, with the result rounded down to the nearest cent. Example: If Price for 10,000 Points for Buy, Give, Receive, and Use Transaction is \$8.33, then the Price for 10,000 Points for Return Transactions is \$8.24 (calculation: $[\$8.33 * 0.99] / 100 = \8.24).

It is important to understand that the Price for 10,000 Points moves in direct proportion to the Gold Price. It is also important to understand that the Price for 10,000 Points is fixed relative to the Gold Price but variable relative to the U.S. Dollar. In other words, 10,000 Points are always worth one-hundredth of the Gold Price, but the U.S. Dollar value of 10,000 Points will go up or down based on changes in the Gold Price. This means that the price at which you Buy Points from Gold Flow may be higher or lower than the price at which you may subsequently Return Points to Gold Flow.

- **“Processing Error”** relates to a Transaction which you submitted that Gold Flow processed incorrectly or a Transaction which was not an Unauthorized Transaction but which Gold Flow processed and incorrectly attributed to you. Processing Errors are the responsibility of Gold Flow.
- **“Receive”, “Receiving”, or “Received”** is a Transaction in which a Member receives Points from another Member’s Available Point Balance. A Receive Transaction is the other side of a Give Transaction. Example: When Robert Gives 100 Points to Milton, Milton Receives 100 Points from Robert.
- **“Restricted Activities”** are activities prohibited by Gold Flow as outlined in the TOS. Members agree not to engage in such activities at any time in any manner.
- **“Savings Account”** is a type of Bank Account from an FDIC Financial Institution. A Savings Account earns interest on Deposits.
- **“SEC”** is the Securities and Exchange Commission, which is the government agency that serves as the primary regulator of Investment Securities.
- **“Security Question / Answer”** is a question and answer combination that a member provides during membership sign up. The Security Question / Answer is utilized when a member forgets his/her password.
- **“Return”, “Returning”, or “Returned”** is a Transaction in which a Member Returns some or all of the Points from the Member’s Available Point Balance to Gold Flow. The price at which a Member Returns Points to Gold

Flow can be more or less than the price at which a Member Bought Points depending on the direction of the Gold Price from the time of purchase to the time of Return.

- **“Speculative Trading”** is the short-term Buying and Returning of Points in anticipation of profiting from fluctuations in the Price for 10,000 Points. Speculative Trading is a Restricted Activity.
- **“Spot Price of Gold”** is the current market price of one Troy Ounce of Gold in U.S. Dollars. The Spot Price of Gold is determined in major gold trading markets like New York, London, Hong Kong, Tokyo, and Zurich. The Spot Price experiences price volatility based on supply and demand as well as other market conditions. Gold Flow partners with a leading market data provider to obtain accurate and timely information on the Spot Price.
- **“Transaction”** is the Buying, Returning, Giving, Receiving, or Using of Points by a Gold Flow Member.
- **“Transaction Limit”** is a limit placed by Gold Flow on the minimum or maximum size of a Buy, Return, Give, Receive, or Use Transaction.
- **“Transaction History”** is a list of all Transactions submitted by a Member and processed by Gold Flow. A Member may review his/her Transaction history by logging onto the Gold Flow website and clicking on the “History” page under the “My Points” tab.
- **“Transaction Completed Date”** is the Date that Gold Flow successfully completes the processing of a Transaction. For Buy and Return Transactions, the Transaction Completed Date is the same as the Transaction Payment Date. Gold Flow will typically process the EFT for a Buy or Return Transactions on the first Business Day following the Transaction Submitted Date. The EFT may take one or more Business Days to be completed through the ACH. For Give and Use Transactions, the Transaction Completed Date is typically the Transaction Submitted Date unless the Transaction involves a Non-member or requires further review by Gold Flow for compliance with the TOS.
- **“Transaction Payment Date”** is the Date that Gold Flow receives payment for a Buy Transaction or the Date that Gold Flow sends payment for a Return Transaction.
- **“Transaction Submitted Date”** is the Date that a Member successfully submits a Transaction through the Gold Flow website.
- **“Troy Ounce”** is a measurement of weight commonly used in the pricing of precious metals, including Gold. One Troy Ounce is equal to approximately 31.1 grams. The Gold Price and Spot Price are based on one Troy Ounce of Gold.
- **“Use”, “Using”, or “Used”** is a Transaction in which a Member Uses some or all of the Points from the Member’s Available Point Balance at a Participating Site such as an online game, virtual world, social network, or other lawful online site that is registered to participate in the Gold Flow Point system.
- **“Unauthorized Transaction”** is a Transaction submitted by someone other than you who has improperly accessed the Gold Flow website using your User Name and Password. You agree that Unauthorized Transactions are your responsibility and that Gold Flow shall have no liability whatsoever for Unauthorized Transactions.
- **“User Name”** is a Member’s unique login name that a Member registers with Gold Flow and utilizes to access the Gold Flow website. A User Name must include at least 8 alphanumeric characters and no blank spaces.
- **“We”, “Us”, and “Our”** refer to Gold Flow.
- **“Weekdays”** are all Days of the week except Saturday and Sunday.
- **“You” and “Your”** refer to you as either a Gold Flow Member or Non-member.