TxGold User Agreement (Effective as of March 10, 2026)

TxGold is a trade name of Valadyne Holdings Ltd. Co., a Texas limited liability company doing business as TxGold.

Summary

This document has two sections:

1) User Agreement, which explains the agreement between TxGold and a user, including the responsibilities of each party.
2) Privacy Notice, which explains how we keep information about a user private and secure.

TxGold reserves the right to periodically update the terms of the user agreement and/or our privacy notice. Any changes will be posted to our website, communicated to users, and shall take effect no less than thirty (30) days following notice.

Please read this entire document carefully. By creating an account, you agree to be bound by the terms of this agreement and privacy notice.

User Account Agreement

Definitions

In this Agreement, a User may also be referred to as “you”, “your”, “token holder”, “account holder”, “user”, and “bailor”.

TxGold may also be referred to as “TxG”, “we”, “our”, “us”, and “bailee”.

TxGold App / API

TxG develops and distributes an application (the “App”) to facilitate sending and receiving TxGold. Users agree to use the app at their own risk and acknowledge that the app is provided 'as is' without warranties of any kind, either express or implied.

An application programming interface (API) is available for developers; it is also provided 'as is' without warranties of any kind, either express or implied.

Individual Account

User agrees to use an individual account exclusively for their own personal transactions, and not to facilitate transactions of another individual, business, or organization. A User agrees to use the TxGold app only for lawful transactions.

Business/Organization Account

A business or organization wishing to use TxGold for transactions agrees to register for and use a business account. Payments sent to a business account incur a transaction fee; this per transaction fee (1% of the total payment) is automatically deducted from the incoming payment. A business/organization agrees to use the TxGold app only for lawful transactions. A business may not use their TxG account for any form of secondary financial market (e.g., an exchange, a payment processing service) without the express written approval of TxG. TxG reserves the right to review and approve/deny all business account applications.

Use of SMS and Other Forms of Communication

To communicate with a user, TxG uses SMS messaging (e.g., for authentication); SMS messaging may also be used to facilitate support requests. You agree to let us send SMS messages to the mobile phone number provided during the registration process.

TxG may also support other means of communication/authentication, such as Email. Upon registering a supported method, you allow us to send information through this communication channel.

Bailment Relationship between TxG and Token Holder

Bailment is a legal relationship where physical possession of personal property is transferred from one person (the 'bailor') to another person (the 'bailee') for safekeeping. TxG is acting as a bailee to store the physical gold of a token holder[1] (the bailor). TxG agrees to store physical gold and (when requested) redeem physical gold for TxGold tokens according to the redemption ratio and redemption policy. Note this bailment relationship protects token holders from negligent acts or omissions of TxG – but is subject to the limits and exclusions documented in "Limits to Liability - Force Majeure".

Gold Holdings

TxG will maintain physical gold holdings that meet/exceed the total equivalent number of TxGold tokens in circulation. TxG provides "pooled" storage of gold; this means that all physical gold is comingled. A token holder, therefore, has the right to redeem TxGold tokens for "like" gold i.e. gold of a specific weight - but not a particular coin, bar, or round.

Gold Value

For thousands of years, gold has remained a valuable asset; TxG believes gold will continue to retain its value. However, the past is no guarantee of the future. We cannot guarantee future gold valuations - nor are we offering financial advice.

User Responsibilities

Users should secure their device(s) where the TxGold App resides by taking advantage of device passwords and/or other inherit security features to prevent unauthorized access to their TxGold account(s). Users should only install the TxGold App on their own device(s) – and never share account credentials with others.

Users should treat payments made with TxGold as cash transactions. TxG does not provide payment dispute services – or cancel payments. Requests for payment cancelations/refunds are the responsibility of the user.

Insurance for Loss or Damage

Insurance for physical gold is provided by the 3rd party depository used for storage. According to their terms of agreement - in the event of loss or damage, they may, at their sole option, replace the precious metals with precious metals in the same or similar form or may provide reimbursement for the value of the precious metals at the time of loss or damage occurred. Liability for loss or damage is therefore limited to the metal content value.

Minting and Receiving TxGold tokens

New TxGold tokens are minted (i.e. created) when -

1) An end-user deposits physical gold with TxG (TxG then creates the new TxGold tokens - and sends them to the end-user's account).
2) An end-user, with their own account at the Texas bullion depository, initiates and completes a request to transfer gold to TxG's account.

Note – We are not responsible for any loss in transit of any physical gold deposits you send to us. You are encouraged to purchase insurance for any shipment of gold sent to TxG for deposit. For instructions on initiating a deposit, see https://www.txgold.money/txgold/fundingaccount.

TxGold Token – Equivalent to 1/1000 Ounce of a Gold Coin

TxGold tokens represent, and are redeemable for, physical gold. 1000 TxGold tokens are equivalent to a 1oz minted gold coin[2]. Users can also exchange other forms of gold – see https://www.txgold.money/txgold/fundingaccount.

Storage Fees

TxG uses a secure, audited, and insured 3rd party facility[3] to store physical gold; this facility charges an ongoing storage fee[4]. TxG reserves the right to assess a similar fee to account holders; the current annual fee is 0.50%. Fees, if charged, will be assessed monthly based on the average account balance.

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[1] Because TxGold tokens are transferable, bailor privileges are conferred to a token holder (and not directly to a user).
[2] We've selected a BU Random Year American Eagle as our standard – which corresponds to the grade/quality (brilliant uncirculated) and year of coinage (random year). Note that "raw" grade eagles and equivalent minted coins (e.g., American Buffalo, Canadian Maple Leafs) will also be part of our physical holdings.
[3] The Texas Bullion Depository.
[4] Modern banks, leveraging fractional reserves, loan out money they do not have, making it possible to provide "storage" and other services without fees. But classical storehouses, without fractional reserves, charge a fee for storage service.

Example: an account's average balance for January is 1000 TxGold. On February 1st, a storage fee of **0.42** [(1000 * 0.005) / 12] will be assessed, resulting in a balance of 999.58 TxGold.

Redeeming TxGold for Physical Gold

An end-user who wishes to redeem TxGold tokens will send tokens to a special TxG account (the tokens, after the redemption process has been validated and completed, will be removed from circulation). Note that the Texas bullion depository charges TxG a small withdrawal fee (this applies to mailing gold or transferring gold to another account) and postage fee (for mailing gold) – end-users agree that they are responsible for these fees and acknowledge that they will need to redeem additional TxGold tokens to cover these fees. A calculator (online, and in the app) is provided to help users send the appropriate amount of TxGold tokens.

Physical gold (in the form of minted coins – e.g., American Gold Eagle) will be mailed to the address associated with the user's account or, if requested, transferred to the user's personal account with the bullion depository.

If the redemption cannot be completed, the TxGold tokens will be sent back to the user's account.

To learn more about the redemption request, please visit https://www.txgold.money/txgold/redemption.

Limits to Liability – Force Majeure

TxG stores physical gold in a Business Account at the Texas Bullion Depository (TXBD); the agreement terms for this account are available at https://www.texasbulliondepository.gov/account-holder-agreement. TXBD has documented certain limits to liability; these limits also apply to the bailment relationship between TxG and a token holder -

> TxG shall not be liable for any loss, damage, liability or expense, including loss of or damage to Product, resulting from non-performance, delays of service, or physical damage, destruction, or loss that is directly or indirectly caused by, contributed to, or arising from acts of war (whether an actual declaration thereof is made or not), terrorism, sabotage, insurrection, riot, acts of civil disobedience, acts of public enemy, acts of any government or any agency or subdivision thereof, judicial action, labor dispute, explosion, storm, technical failure, utility or systems failure, fire or flood, acts of God, or other cause beyond our reasonable control.

In the event of "Force Majeure", TxG may, at its sole discretion, make a one-time manual adjustment to the redemption ratio to cover any loss of physical gold.

Intellectual Property Ownership

User hereby agrees and acknowledges that intellectual property regarding TxG or TxGold tokens are the sole and exclusive property of TxG. Further, all copyrightable or patentable work relating to TxG's business during the term of this engagement is the sole property of TxG. User has no rights to any of the TxG's concepts, inventions, processes, methodologies or trademarks, nor does user have any rights to any materials that have been copyrighted by the TxG. TxG owns all rights to its patents, inventions, trademarks, service marks, trade names and other trade indicia. TxG owns all copyright rights to its materials, including materials prepared by any TxG team member or affiliate. Any inventions, concepts, processes, methodologies, trademarks, works or other material subject to copyright, that were developed by any TxG team member or affiliate, in part or in whole in connection with their duties and responsibilities with or for TxG, shall belong entirely to TxG.

Tax Disclosure

Although the state of Texas recently passed legislation recognizing gold and silver as legal tender, the U.S. federal government treats any sale or exchange of gold – including purchases made through the TxGold app – as a taxable event. This means that each time you use TxGold to make a purchase, you may realize a capital gain or loss based on the difference between your original cost basis and the fair market value of the gold at the time of the transaction. You are solely responsible for calculating and reporting all such gains and losses on your federal income tax return, whether short-term or long-term. To assist you with tax preparation, TxGold will make available at year end a summary of all your transactions, including the market value in U.S. dollars at the time of each transaction. This disclosure is for informational purposes only and does not constitute tax advice. You are encouraged to consult a qualified tax professional regarding your individual tax obligations.

Other legal terms

1. Choice of Law

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of laws principles.

2. Location of Legal Proceedings

For any lawsuit or legal proceeding arising out of or in any manner connected with a user account or this agreement, the Parties agree that venue shall be proper in, and submit themselves to the jurisdiction of, the state district courts located in Brazos County, Texas.

Arbitration

Parties agree that any dispute arising out of or relating to this agreement or the breach thereof concerning any claim shall be resolved by binding arbitration between the parties. This includes, but is not limited to, claims regarding fees or costs, and other claims. By agreeing to binding arbitration, Parties waive and hereby eliminates their right to submit the dispute for determination by a court before first attempting arbitration. User should consult with independent counsel and consider whether arbitration is acceptable.

The arbitration shall be administered in Brazos County, Texas. The arbitration shall be held and the award shall be rendered in the English language. The State or Federal courts of Texas located in Brazos County shall be the exclusive litigation forum concerning this agreement, or any aspect of our engagement. User consents to personal jurisdiction in such courts as well as service of process by notice sent by regular mail or by any means authorized by Texas law.

Privacy Notice

TxG is committed to safeguarding a user's personal information. As a registered user, you are entitled to know how we handle and protect information we collect about you – and how we limit its disclosure.

Why and How We Collect Information

When you register with TxG, we collect information to support business processes, such as completing a registration, securing transactions, and providing customer support. The information we collect about you includes:

- Registration data. During registration, we collect a mobile phone number, IP Address, and documentation (ID/DL) to verify identity. If permitted, we also collect device identifier(s) to process and send payment/payment request notifications.
- Transactional data. In addition to transactional details (e.g., sender/recipient account, transaction amount, date of transaction) we collect/store the IP address of each transaction.
- Customer support data. For support/service requests, we collect and store chat/email correspondence, application logs, and resolution findings.

Business account registration includes the collection of additional data – including legal name, registered and mailing address, and employer identification number.

How We Protect Information

Unless required by law, we do not share your data with third parties.

We limit access to your information to TxG stakeholders who need it to conduct our business and/or service your account. Our stakeholders are required to maintain and protect the confidentiality of your information and must follow established procedures to do so. We maintain physical, electronic and procedural safeguards to protect your information. All user information is stored in redundant, encrypted storage with multiple layers of security to prevent loss or unauthorized access.

Disclosure to Non-Affiliated Third Parties

We disclose information with federal/state regulatory authorities as required by applicable law. For example, we may disclose information to cooperate with regulatory authorities and law enforcement agencies to comply with anti-money laundering requirement, subpoenas, or other official requests.

Request for Removal of Personal Information

Users may request via email (support@txgold.money) to have their information purged from TxG's systems. This will be done after five years have passed since the last transaction associated with the account(s) have occurred (the five-year period is necessary to comply with U.S. anti-money laundering laws).

Contact Information

TxGold
www.txgold.money

support@txgold.money