# Golden Tech Consulting Terms of Use

(Effective as of December 16, 2024)

# 1. GENERAL ACCEPTANCE

Welcome to Golden Tech Consulting. Our website is https://goldentechconsulting.com herein ("Website" OR "Service"). The Website, which includes the back office, is owned and operated by Golden Tech Consulting LLC, and our website domain https://goldentechconsulting.com (referred to herein as "Golden Tech Consulting", "we", or "us") empowers the Members as Independent Consultants, to use the products, services, income platforms, intellectual property, features, and benefits for their personal benefit.

By using the Website and Service, you ("User", "Member", "Independent Consultant", "Inviter", or "you") agree to these Terms of Use ("TERMS") and the Privacy Policy available as a link on this Website. If you do not agree to be bound by these terms, you do not have permission to use the Website.

# 2. ACCESS TO THE WEBSITE

Although it is the intention of Golden Tech Consulting for the platform and service to be available as much as possible, there will be occasions when access to the platform and service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/ or equipment. Will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

# 3. ACCEPTABLE USE

Golden Tech Consulting hereby grants you the right to access and use the Website and the Back Office only for the purposes of sharing information in accordance with the TERMS. When you post information either by text, audio, or video using this Website, you covey any right, worldwide, to the Intellectual Property to us, royalty free and without expectation of compensation. If you are uploading information, created by a third-party, using our Website, you declare that you have the right to use that information or you indemnify and hold harmless Golden Tech Consulting against all claims for your use of such information.

## 4. PRIVACY POLICY

Our privacy policy, which sets out how we will use your information, can be found HERE. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

## 5. REGISTRATION (JOIN)

We invite you to JOIN, using the Website. You must be invited by a current Independent Consultant. If you do not register, you may not be able to use all the features of the Website or Service. If you JOIN, you agree to provide true, accurate and complete information about yourself. You also agree to update registration information, your personal profile, to maintain its truth, accuracy and completeness. If you fail to do so, we may suspend or cancel your use of the Website and Back Office without liability to us.

When you JOIN this Website, you understand that you are also enrolled as a Free Member with the option to complete your KYC and become a Paid Member. You are only allowed to have 1 personal account and/or 1 business account. If it is discovered that you have more than 1 account in each category, you may be asked to choose which account you want to keep, and the other(s) will be closed. If you do not choose, you will be found in violation of our Terms by having more than one personal account and/or more than one business account and you will NOT receive a refund for the closed account(s). Any earnings received or Internal Wallet balances, as well as any Passive Income Projector (PIP) balances will become null and void.

#### 6. PURCHASES

For any purchases you wish to make through the Website Back Office, using crypto currencies, you agree to pay the full amount you are asked to pay, which includes fees. And for purchases made through our associated companies "Services" that accept debit/credit cards, you may be asked to supply certain information relevant to your Purchase including, without limitation, all relevant credit card information to complete your purchase. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) for any Purchase; and that (ii) the information you supply to us is true, correct and complete. Service shall mean for purposes the technology, methods, procedures, and storage of certain Personal Information, subject to our Privacy Policy.

# 7. PROTECTION OF CHILDREN

You must not use or register on this Website if you are under the age of 18. If you use the Website, you hereby represent and warrant that you are at least 18 years of age. In compliance with the Children's Online Privacy Protection Act, any information we receive from users we believe to be under the age of 13 will be purged from our database, except those minors already grandfathered into the business by their parents or guardians. We reserve the right to refuse registration to anyone below the age of 18 as our absolute right. If you are aware of a minor using this Website, you are asked to report it to us immediately. Golden Tech Consulting is committed to protecting our children (minors).

# 8. TERMINATION OF ACCOUNT

We may terminate your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation, if you breach our TERMS or commit business defamation which is defined as false statements about our company that are communicated to third parties, causing harm to our reputation and other financial harm. These statements can be spoken (slander) or written (libel) and if both are false and damaging, they will qualify as defamatory. Upon termination, your right to use the Service will immediately cease.

If you wish to terminate your account, you must send an email to support@goldentechconsulting.com and request to have your account closed. If you just discontinue using the Service, you are still a member until you formally request to have your account closed. Indemnification: You agree to defend, indemnify and hold harmless Golden Tech Consulting and all associated with Golden Tech Consulting, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses, including but not limited to attorney's fees. You accept we do not provide a guarantee of suitability – you should obtain that from a licensed provider, we do not provide a warranty of fitness of purpose or warranty of merchantability. All products and services purchased via the Service are subject to the warranty and refund policy of the ultimate vender.

#### 9. USER OBLIGATION

You agree not to reproduce, modify, copy, frame, reproduce, display, transmit, distribute, publish, sell, or otherwise commercially exploit the Website and/or Content in any form or by any means, in whole or in part, without express written permission from Us, and any such use is strictly prohibited. Unless you have received specific

written permission from us, you may not (a) frame or otherwise impose editorial comment, commercial material or any information or content on, or in proximity to, Content or Materials displayed on the Website or (b) alter or modify any Content on the Website.

# 10. INTELLECTUAL PROPERTY, SOFTWARE, AND CONTENT

The Service and its original content, features and functionality are and will remain the exclusive property of Golden Tech Consulting and its licensors. The Service is protected by copyright, trademark, and other laws of the United States and foreign countries. Our trademarks may not be used about any product or service without the prior written consent of Golden Tech Consulting. Also, you agree that any product purchased through this Service is subject to the TERMS of the websites or services which offer said products and services. Our products are delivered digitally. We do not sell any physically delivered products. Therefore, there is no need for a shipping or return policy.

# 11. DISCLAIMER AS TO OWNERSHIP OF TRADEMARKS, IMAGES OF PERSONALITIES AND THIRD PARTY COPYRIGHT

All content of the Website, which may include without limitation, information, text, data, photographs, audio, video, images, graphics, logos, trademarks, service marks, and other content or Materials, associated technology and software, and the look and feel of the Website (collectively "Content"), are the proprietary property of Golden Tech Consulting or its licensors and is owned by Golden Tech Consulting or its licensors. Any rights to Content not expressly granted to you herein are reserved by Golden Tech Consulting. Unless explicitly stated herein, nothing in these TERMS shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

# 12. LIMITATION OF LIABILITY:

In no event shall Golden Tech Consulting, nor all associated with Golden Tech Consulting, be liable for any direct or indirect or consequential damages, or any other legal theory, whether we have been informed of the possibility of such damage or not.

# **13. ADVERTISING POLICY**

You may **NOT** advertise our Website, Service, features, benefits, compensation plans, or any other intellectual property of Golden Tech Consulting or its third-party vendors

without first <u>obtaining written permission to do so.</u> Your failure to comply with this section of the TERMS may result in your Termination or Suspension from the use of the Website or Services. If notified by us, you must immediately remove such content from the Internet or your website. If your video or advertisement is found on the web and does not have prior approval, we will request you to take it down. And if you do not take it down, we will terminate your account without further notice, with no chance of re-entry. And if we terminate your account, you will NOT receive a refund of any monies paid or any monies in your Internal Wallet or any monies due you from your PIP Account. You agree that your violation of this Advertising Policy shall cause us to invoke the Indemnification and Limitation of Liability clauses of these TERMS. You may also be held to incur civil liability with us and other liabilities with regulators.

# 14. GOVERNING LAW

While using the Website, you must comply with all applicable domestic and international laws, statutes, ordinances, and regulations. These TERMS shall be governed and construed in accordance with the laws of the state of Delaware, USA without consideration of any conflicts of law. Our failure to enforce any right or provision of these TERMS will not be considered a waiver of those rights. If any provision of these TERMS is held to be invalid or unenforceable by a court, the remaining provisions of these TERMS will remain in effect.

You agree that Golden Tech Consulting has no liability or responsibility for the storage or deletion or other use of any Materials that you submit or post or emails you send through the Website. Golden Tech Consulting reserves the right to change its general practices and limits at any time in its sole discretion, with or without written notice.

#### **15. PROHIBITION**

You also agree not to (or attempt to), "stalk" or otherwise harass anyone; upload, distribute, or otherwise publish any Materials to or through the Website that contain viruses or other computer code, corrupt files or programs designed to interrupt, destroy or limit the functionality or disrupt any software, hardware, telecommunications, networks, servers or other equipment; post, upload, or distribute any Materials, other than approved by Us in writing, that constitute or contain affiliate marketing, link referral code, junk mail, spam, chain letters, pyramid schemes, or unsolicited commercial advertisement.

You may not use the name "Golden Tech Consulting" or any variation of our name as a Group Name or a Social media group name or Telegram group or individual name.

You may not advertise our Website or Service without our written permission. You may not post, upload or otherwise distribute any private, personally identifiable, financial, voting, confidential, or proprietary information of another individual or entity without their written express permission; collect personal data about other users for commercial or unlawful purposes; use automated means, including spiders, robots, crawlers, data mining tools, or the like to scrape or download data from the Website; impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; upload, post or distribute any Materials which, in Golden Tech Consulting's sole determination, are indecent, libelous, defamatory, obscene, profane (or partially obscured profanity), harmful of minors in any way, threatening, invasive of privacy or publicity rights, abusive, illegal, harassing, otherwise objectionable, contain expressions of hatred, bigotry, racism or pornography, or would constitute or encourage a criminal offense or other illegal activity, violate the rights of any party or any law; attempt to gain unauthorized access to Golden Tech Consulting's computer systems or engage in any activity that disrupts, diminishes the quality, interferes with the performance, or impairs the functionality of the Website; create multiple user accounts by automated means or under false or fraudulent pretenses; remove or obscure any copyright or other proprietary notices from the Content; republish Content on any Internet, Intranet or Extranet website or incorporate the Content in any other database or compilation (except for your Materials); sell, reproduce, distribute, modify, display, prepare derivative works based on, or otherwise make unauthorized use of any Content, which is protected by trademarks, copyrights, trade dress or other intellectual property rights; or access, use, modify, copy, reverse engineer, or otherwise derive the source code of any software associated with the Website; post a main campaign photo that includes company branding (including name, logo, and other visual representations of the company); and include the company name in a campaign title.

#### 16. NO REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS

The content and materials provided on the Website or in email messages are gathered from a variety of sources and are intended solely as general information. Inclusion of any content or materials on the Website does not constitute or indicate a Golden Tech Consulting endorsement, representation or warranty of such information (which may include organization descriptions and missions, donation amounts) or its accuracy, completeness, or timeliness. Through the Website (including materials, content, and emails), you may receive access to individuals or entities; however, your choice to contact or deal with any of these individuals or entities is your sole responsibility and Golden Tech Consulting is not involved in any transactions or dealings you have with any third parties.

#### **17. INDEMNITY**

You agree to indemnify, defend, and hold Golden Tech Consulting and its respective third-party service providers, officers, directors, employees, advisors, agents, representatives, and ambassadors harmless from any claim, action, or demand, and associated costs and expenses (including reasonable attorney's fees) arising out of your (or anyone using your password) Materials; use of the Website; interaction with campaigns, companies or organizations that advertise or solicit donations on the Website; violation of these TERMS; or violation of any third party's intellectual property, privacy or other rights.

### 18. DISCLAIMER OF WARRANTIES

Except if expressly provided otherwise in these TERMS, the Website (including without limitation, all content, materials (and material linked thereto), advertisements, links, social media, and emails) is provided to you "AS IS" and "as available" without warranty of any kind. Golden Tech Consulting does not guarantee or warranty the accuracy, legality, appropriateness, truthfulness, or other qualities of any materials or the related products, equipment, or services. Golden Tech Consulting hereby disclaims to the maximum extent permitted by law: all warranties either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement; and other warranties including but not limited to: uninterrupted use; availability of the Website; lack of viruses, worms, Trojan horses, or code that manifests contaminating or destructive properties; accuracy, completeness, reliability, timeliness, currency, or usefulness of any information provided on or through the website; and any duties of reasonable care, workmanlike effort or lack of negligence in connection with the website. In short You the BUYER BEWARE and use your own judgment.

Golden Tech Consulting is not engaged in the provision of legal, tax, or other professional advice or services and you agree that the website does not contain any legal, tax, or other licensed or other professional advice. If you need such services, you should contact the appropriate licensed and qualified professional. Golden Tech Consulting is not involved with the processing, exchange, donations of money as may be arranged by third parties on the Website; therefore, Golden Tech Consulting is not responsible for any transactions associated with donations solicited, promised, or otherwise on the Website, nor can we be responsible for your obtaining a taxdeductible receipt.

#### **19. ASSUMPTION OF RISKS**

Your interactions with the Website, the Services, Members, Users or other third parties (including advertisers, campaigns, charities, and others) are solely between you and such individuals or entities. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Golden Tech Consulting shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between Users of this Website, or between a User and any third party, you understand and agree that Golden Tech Consulting is under no obligation to become involved and is not subject to any liability.

### **20. LIABILITY LIMITATION**

To the maximum extent allowed by law, you agree that neither Golden Tech Consulting, nor any of its affiliations will be liable to you and/or any third party for any direct, indirect, consequential, exemplary, special, punitive, or incidental damages (including but not limited to lost profits, loss of privacy, loss of data, deletion or failure to store email messages, damage to user computer systems) whatsoever that arise out of or are related to: the Website (and your use of, or inability to use, the website); the modification, alteration, or termination of the website or your access to it; or any breach of these TERMS, even if Golden Tech Consulting has been advised of the possibility of such damages and even in the event of fault, tort, or strict or product liability. Any claims arising from the Website or Service must be brought within one year of the date on which liability arose and you agree to settle for liquidated damages not to exceed the amounts paid to us. Neither Golden Tech Consultants nor any of its affiliations are responsible for any violation of the privacy or other rights of any third party.

#### 21. LINKS

Golden Tech Consulting may provide links to third party websites (including advertisers and others) on the Website. Third parties are not under the control of Golden Tech Consulting and Golden Tech Consulting is not responsible for their content or conduct. If you access a third-party website from the Website, you do so at your own risk. It is your responsibility to have anti-virus and malware software to protect your computer. Golden Tech Consulting provides links as a convenience and the inclusion of the link does not indicate or imply that Golden Tech Consulting endorses, represents, warrants, or accepts any responsibility for the content on thirdparty websites. Additionally, your dealings with or participation in offers or solicitations from third parties found on the Website, including delivery and any other TERMS (such as warranties, guarantees, etc.) are solely between you and such third parties. You agree that Golden Tech Consulting shall not be responsible for any loss or damage of any sort relating to your dealings with such third parties.

### 22. MERCHANT PROCESSING OF CREDIT CARDS

While Golden Tech Consulting only accepts cryptocurrencies, we may have affiliations that have contracted with various merchant processors to process your credit card and cryptocurrency transactions and to make certain payments to you. You agree that the transaction is subject to the TERMS of service found on their websites. These processors may deduct an administration fee, or a transaction fee from your transactions for costs associated with the transaction. By your use of this Website, you authorize the collection of fees on transactions by us and/or our third parties. For any purchase you wish to make through the Website ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, all relevant credit card information to complete your Purchase. You expressly agree that Golden Tech Consulting is not responsible for any loss or damage arising from the submission of false or inaccurate information. You also grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases. Credit/Debit Card Chargebacks. You agree to not charge back any credit or debit card transaction with us or our affiliations. However, you may request a refund within 3 days of purchase.

#### 23. INDEPENDENT CONTRACTOR STATUS (FREELANCER).

You agree by your use of this Website and Service that our relationship is never employer-employee. You are an Independent Consultant (Freelancer). You own your own micro-enterprise business and are responsible to pay any taxes, including but not limited to income and sales tax due any government agency from your involvement with us. You are responsible for all your own expenses without expectation of reimbursement from us.

# 24. ENTIRE AGREEMENT

The TERMS and Privacy Policy, as amended from time to time, constitute the entire agreement between you and us. If any provision of these TERMS shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these TERMS and shall not affect the validity and enforceability of any remaining provisions. We reserve the right, at our discretion, to modify these TERMS at any time. Changes to these TERMS will be posted in the main Golden Tech Consulting Telegram channel and it is your responsibility to keep up with the updates in the main Telegram

channel. All changes are effective upon posting in the main Telegram channel. Your continued use of the Website following a posting of changes is your agreement to the changes and you are bound by the then-current version of these TERMS. If any changes to these TERMS are unacceptable to you, you must discontinue use of the Website. Golden Tech Consulting reserves the right to suspend or deny, in its sole discretion, your access to all or any portion of the Website.

# 25. CANCELLATION AND REFUND POLICY

Refunds will NOT be issued if you as an Independent Consultant have already received Consulting Fees, commissions, or bonuses that are equal or exceeds your initial Membership cost. If an Independent Consultant has earned Consulting Fees, commissions, or bonuses that are less than the initial Membership cost, the difference will be refunded. You can send a written 'Request for Refund' by email to: support@goldentechconsulting.com

### 26. KYC VERIFICATION

Anyone can register, for free, in Golden Tech Consulting. However, before you can become a paid member, you must complete a KYC. This will help to prevent fraudulent activity or receiving benefits as a result of fraudulent activity.

# 27. COMPANY LOCATIONS

We are a virtual company working from our homes. However, we have our registered company address for written communications:

Golden Tech Consulting LLC 1207 Delaware Ave #2756 Wilmington, DE 19806