



TERMS OF USE & SERVICE

Effective Date: 01.11.2025

Last Updated: 09.12.2025

1. Acceptance of Terms

By accessing, registering, or participating in any BTS membership offering or interacting with the GDL digital token (“Token”), you agree to comply with these Terms of Use (“Terms”). If you do not agree, you must not use the BTS platform, website, services, or digital assets.

2. Eligibility

2.1 Minimum Age Requirement

The Member must be at least **eighteen (18) years of age**, or the legal age of majority in the Member’s jurisdiction of residence, whichever is higher, to access or use the BTS platform, services, or digital assets.

2.2 Legal Capacity and Compliance

By accessing or using the BTS ecosystem, the Member represents and warrants that they are **legally permitted** under the laws of their jurisdiction to participate in digital asset activities, including the acquisition, holding, and use of utility tokens.

2.3 Jurisdictional Restrictions

Participation in the BTS platform may be **restricted, limited, or prohibited** in certain jurisdictions where digital asset usage, referral programs, or membership-based digital ecosystems are regulated or prohibited by law. The Member agrees **not to access, use, or participate** in BTS services in any jurisdiction where such activities are unlawful or restricted.

3. Services Provided

3.1 Membership Platform

BTS provides Members with access to a digital membership ecosystem offering educational content, interactive features, community engagement, and participation in the **90-Day Earth-to-Asset Journey**, an experiential program designed for learning and platform utility purposes.

3.2 Commodity-Referenced Utility Token (GODL)

BTS issues a **commodity-referenced digital utility token (“GODL”)**, which functions solely as an internal access and participation token within the BTS ecosystem. GODL provides utility-based features and does not constitute a financial product, investment instrument, or security.

3.3 Sales-Based Referral Program

BTS offers a referral program through which Members may earn **sales commissions** for referring new Members to the BTS platform. Referral rewards are tied exclusively to membership sales and do not represent investment returns, profit-sharing, or income derived from token appreciation or financial performance.

3.4 No Financial Services or Investment Products

BTS does **not** offer, promote, or provide:

- financial services,
- investment opportunities,
- securities or investment contracts,
- profit-based programs, yield products, or passive income schemes.

All BTS services are provided strictly for membership access, participation, and digital utility purposes.

4. Risks and General Disclaimers

4.1 No Guarantee of Earnings

The Member acknowledges that participation in the BTS membership program, including the referral program, does **not** guarantee the receipt of commissions, income, or any form of financial return. All referral rewards, if earned, are contingent upon actual qualifying membership sales.

4.2 Digital Asset Volatility

The Member understands that digital assets, including GODL, may experience significant fluctuations in value. BTS makes no representation or warranty regarding the future value, stability, liquidity, or tradability of any digital asset. The Member may lose some or all value associated with their personal wallet holdings.

4.3 No Financial, Tax, or Legal Advice

BTS does **not** provide investment advice, financial advice, tax guidance, legal opinions, or recommendations of any kind. Members are solely responsible for seeking independent professional advice before engaging in digital asset activities or membership-related decisions.

4.4 Regulatory Uncertainty

The Member acknowledges that the legal and regulatory landscape governing digital assets, referral programs, and blockchain-based ecosystems is continually evolving.

BTS does not guarantee, and cannot be held responsible for, regulatory interpretations, future legislative changes, or jurisdiction-specific compliance obligations.

4.5 Token Supply and Operational Contingencies

In the unlikely event that GODL token operations become unavailable, suspended, or permanently discontinued, any GODL commission balances held within a Member's BTS account may, at the sole discretion of BTS, be **converted into USDT** and transferred to the Member's USDT commissions wallet for withdrawal in accordance with the platform's standard withdrawal policies. BTS is not liable for losses, delays, or limitations resulting from such operational contingencies.

5. User Responsibilities

5.1 Security of Wallets and Credentials

The Member is solely responsible for safeguarding and maintaining the security of their digital wallets, private keys, passwords, login credentials, and any other authentication mechanisms associated with their use of the BTS platform. BTS shall not be liable for any loss or compromise resulting from the Member's failure to secure such information.

5.2 Prohibition on Fraud and Misrepresentation

The Member shall not engage in any form of fraud, deception, manipulation, or misrepresentation in connection with their participation in the BTS ecosystem, including but not limited to the promotion of memberships, referral activities, or interactions involving the GODL token.

5.3 Compliance with AML/KYC Requirements

Where applicable, the Member agrees to comply with all relevant anti-money laundering (AML), counter-terrorist financing (CTF), and know-your-customer (KYC) obligations imposed by law or requested by BTS or its compliance partners. Failure to provide required information may result in account suspension or termination.

5.4 Restriction on Investment-Related Statements

The Member agrees **not** to describe, market, present, or imply that BTS memberships or the GODL token constitute an investment, security, profit-guaranteed opportunity, or financial product. The Member must accurately represent GODL as a **utility token** and BTS as a **membership platform**, consistent with these Terms.

6. Referral Program Rules (Sales Commissions Only)

- Referral rewards are paid for **membership sales**, not for investments.
- Rewards may be issued in crypto or other methods as determined by BTS.
- BTS may modify or discontinue the referral program at any time.

Abuse—including self-referrals (“stacking”), fake accounts, or misleading

6.1 Nature of Referral Rewards

Referral rewards issued by BTS constitute **sales-based commissions** earned exclusively from qualifying membership purchases made by referred individuals. Referral rewards are **not** investment returns, profit distributions, or financial gains derived from token appreciation or capital deployment.

6.2 Form of Commission Payments

Referral commissions may be issued in cryptocurrency or through any other payment method determined by BTS at its sole discretion. BTS makes no guarantee as to the availability, continuity, or preferred form of such payments.

6.3 Program Modification or Termination

BTS reserves the right, at any time and without prior notice, to modify, suspend, or permanently discontinue the referral program, including its structure, eligibility requirements, payout schedule, or commission amounts. Members shall not hold BTS liable for any such changes.

6.4 Prohibited Conduct and Enforcement

The following activities constitute abuse of the referral program and are strictly prohibited:

- self-referrals, account stacking, or creation of duplicate or fictitious accounts;
- fraudulent, deceptive, or misleading representations to potential members;
- manipulation of referral flows or unauthorized promotion methods.

BTS may, at its sole discretion, terminate a Member's account, revoke membership privileges, and/or **forfeit all accumulated commissions** if any form of abuse, prohibited conduct, or breach of these Terms is identified.

7. Token Transactions

7.1 Finality of Blockchain Transactions

All GODL token transfers are **final, irreversible, and binding** once confirmed on the applicable blockchain network. BTS has no ability to reverse, modify, or otherwise interfere with completed blockchain transactions.

7.2 No Liability for User-Controlled Wallets

The Member acknowledges that they are solely responsible for maintaining the security of their digital wallets and private keys. BTS assumes **no liability** for any loss, theft, misdirection, unauthorized access, or compromise of tokens resulting from user error, third-party actions, wallet vulnerabilities, or inadequate security practices.

7.3 No Guarantee of Liquidity or Market Availability

BTS does **not** guarantee the liquidity, tradability, resale value, exchange listing, or secondary market availability of the GODL token. GODL is issued as a **utility token** for internal ecosystem use, and BTS makes no representations regarding external market support or token demand.

8. Intellectual Property

8.1 Ownership of Proprietary Materials

All content, branding, trademarks, service marks, logos, digital materials, platform features, software, and any other intellectual property made available through the BTS ecosystem (collectively, the “BTS Materials”) are the exclusive property of BTS, GODL or its licensors.

8.2 Restrictions on Use

The Member shall not, without the prior written consent of BTS:

- copy, reproduce, or duplicate any BTS Materials;
- modify, adapt, translate, or create derivative works based on BTS Materials;
- distribute, transmit, publish, or otherwise make BTS Materials available to third parties;
- use BTS Materials for commercial purposes outside the scope of the membership program.

8.3 No Transfer of Rights

Nothing in these Terms shall be interpreted as granting the Member any ownership interest, license, or rights in or to the BTS Materials except for the limited, revocable permission to access and use the platform strictly in accordance with these Terms.

9. Termination

9.1 Right to Suspend or Terminate

BTS reserves the right, at its sole discretion, to suspend, restrict, or permanently terminate a Member’s account or access to the platform if the Member:

- violates any provision of these Terms;
- engages in fraud, deception, abusive conduct, or unlawful activity;
- misuses the platform, referral program, or GODL token;
- provides false, incomplete, or misleading information; or
- is subject to regulatory, compliance, or legal restrictions requiring BTS to take action.

9.2 Effect of Termination

Upon termination, the Member’s access to BTS services, platform features, referral systems, and internal digital assets may be immediately disabled. BTS shall not be liable for any losses arising from termination, including loss of commissions, access, data, or membership privileges.

9.3 No Obligation to Reinstate

BTS is under no obligation to reinstate a terminated or suspended account. Decisions regarding termination are final and made at the sole discretion of BTS.

10. Limitation of Liability

10.1 Disclaimer of Warranties

To the maximum extent permitted by applicable law, BTS disclaims all warranties of any kind, whether express, implied, statutory, or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, reliability, availability, or non-infringement.

10.2 Exclusion of Damages

To the fullest extent permitted by applicable law, BTS & GODL shall not be liable to the Member for any indirect, incidental, special, exemplary, punitive, or consequential damages of any kind, including but not limited to loss of profits, loss of income, loss of opportunity, loss of data, business interruption, or reputational harm. This exclusion applies to all claims arising out of or in connection with the Member's use of or inability to use the BTS Platform, participation in Membership activities, engagement in any digital asset activities including GODL Token transactions, or involvement in any referral or commission program.

10.3 Aggregate Liability Cap

In all cases, BTS GODL's total aggregate liability to the Member, whether in contract, tort, negligence, strict liability, or otherwise, shall be strictly limited to the **total membership fees and/or GODL token amounts** the Member has paid **directly to BTS**. No other remedies, damages, or compensation shall be available.

11. Indemnification

The Member agrees to indemnify, defend, and hold harmless BTS & GODL, together with its parent entities, subsidiaries, affiliates, officers, directors, employees, contractors, and partners (collectively, the "Indemnified Parties"), from and against any claims, demands, losses, liabilities, damages, penalties, fines, costs, and expenses (including reasonable legal fees) arising out of or relating to the Member's use or misuse of the BTS Platform, Membership services, referral program, or GODL Token; any breach by the Member of these Terms; any violation by the Member of applicable laws, regulations, or third-party rights; any fraudulent, deceptive, or improper conduct committed by the Member; or any content, communication, or representation made by the Member in connection with BTS or GODL.

11.1 Scope of Indemnification

The Member's indemnification obligations apply to claims brought by third parties, regulatory bodies, government agencies, or any other entity arising from actions attributable to the Member.

11.2 Cooperation Requirement

The Member agrees to fully cooperate with BTS in the defense of any claim subject to this indemnification clause, including providing information, documents, and reasonable assistance upon request.

12. Governing Law & Dispute Resolution

12.1 Governing Law

These Terms, and any dispute, claim, or controversy arising out of or in connection with them or their subject matter or formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of **Singapore**, without regard to conflict-of-law principles.

12.2 Arbitration Agreement

Any dispute, controversy, or claim arising out of or relating to these Terms, the BTS Platform, the GODL Token, or any Membership-related activity shall be exclusively and finally resolved by arbitration administered by the **Singapore International Arbitration Centre (SIAC)**.

The following conditions shall apply:

- **Seat of Arbitration:** Singapore
- **Governing Rules:** SIAC Rules (deemed incorporated by reference)
- **Tribunal:** One (1) arbitrator appointed in accordance with SIAC Rules
- **Language:** English

12.3 Waiver of Court Proceedings

Except for the limited purpose of enforcing an arbitral award or seeking interim or conservatory relief, the Parties **irrevocably waive** any right to bring or participate in proceedings before any court or judicial forum.

12.4 Additional Liability Limitations

12.4.1 Liability Cap

To the maximum extent permitted by law, BTS's total aggregate liability to the Member shall be strictly limited to the **total membership fees and/or amounts paid directly by the Member to BTS**.

12.4.2 Exclusion of Indirect Damages

BTS shall not, under any circumstances, be liable for:

- lost profits,
- loss of opportunity,
- loss of anticipated savings,
- indirect, incidental, consequential, or special damages of any kind.

12.4.3 Material Basis of Agreement

The Member acknowledges and agrees that the limitations and exclusions of liability contained in this section constitute an **essential and material basis** of the agreement between the Parties and have been relied upon by BTS in offering membership and platform access under these Terms.

13. Changes to Terms

13.1 Right to Modify

BTS reserves the right, at its sole discretion, to amend, modify, or update these Terms at any time. Such modifications may include changes to platform functionality, membership features, referral program rules, or legal and regulatory compliance requirements.

13.2 Effective Date of Changes

Unless otherwise stated, revised Terms become effective immediately upon being posted on the BTS platform or communicated to Members through any official communication channel.

13.3 Acceptance of Updated Terms

Continued access to or use of the BTS platform after any changes to these Terms have been implemented shall constitute the Member's **full acceptance** of the updated Terms.

If the Member does not agree to the revised Terms, they must discontinue use of the platform and may contact BTS for account closure.

14. BTS Membership & Token Disclosure

Not a Security • Not an Investment • Not a Financial Product

Last Updated: 9th December 2025

14.1 Commodity-Referenced Digital Asset

GODL is classified as a **commodity-referenced digital utility token** and is used exclusively within the BTS ecosystem. GODL provides Members with access to platform features, digital utilities, and participation in the **educational 90-Day Earth-to-Asset Journey**.

For clarity, GODL does **not** represent or confer any of the following:

- ownership of gold or any physical commodity;
- rights, shares, interests, or entitlements in gold production or mining output;
- claims, liens, or security interests over gold held, processed, or produced by any entity;
- any right to request, demand, or receive **physical delivery** of gold or other commodities.

GODL is issued strictly as a **utility token**, not as a financial product, investment instrument, security, or commodity entitlement.

14.2 Not an Investment or Security

GODL is **not** a security, investment contract, financial product, or regulated instrument under any applicable jurisdiction. GODL is issued exclusively as a **utility token** for use within the BTS ecosystem.

Accordingly:

- GODL must **not** be purchased, acquired, or held with any expectation of financial gain, profit, appreciation, or passive income.
- GODL does **not** grant holders any rights associated with securities, including voting rights, ownership rights, dividends, revenue sharing, or profit participation.

BTS does **not** provide:

- investment, financial, or tax advice;
- profit guarantees or assurances of future value;
- financial promotions or solicitations to invest;
- passive income programs, yield offerings, or return-generating schemes.

Any reference to gold, commodity processes, or the Earth-to-Asset educational cycle is for **contextual and educational purposes only** and does not create any financial expectation or legal entitlement.

14.3 Membership Discounts Are Not Investment Returns

Certain BTS membership tiers may include access to GODL tokens at a discounted rate as part of bundled membership benefits. These discounts constitute **membership privileges only**, comparable to early-access pricing or packaged digital goods.

To avoid doubt:

- discounted GODL tokens do **not** represent investment returns;
- they do **not** imply or guarantee token appreciation or financial gain;
- they do **not** create any expectation of profit, yield, or enhanced value;
- they function solely as a **utility-based membership feature**, not as an inducement to invest.

Members acknowledge that discounted pricing is provided for **access and participation purposes**, not for financial or speculative purposes.

14.4 No Profit-Sharing, Revenue-Sharing, or Returns

BTS does **not** offer, operate, or promote any programs that provide or resemble:

- return-on-investment (ROI) programs;
- yield-generating products;

- staking, farming, or interest-bearing mechanisms;
- mining-based returns or production-linked payouts;
- dividends or revenue-sharing distributions;
- profit-participation arrangements of any kind.

Members acknowledge and agree that:

- participation in the BTS ecosystem does **not** entitle them to any form of financial return derived from gold production, refinement, export, or sale;
- no portion of BTS revenues, mining activities, operational proceeds, or token-related value flows to Members as income, yield, profit, or economic interest.

All BTS programs are **utility-based and experiential**, not financial or investment-based.

14.5 Referral Commissions Are Sales Commissions Only

Referral rewards issued under the BTS referral program constitute **sales-based commissions** earned solely for introducing and converting new Members to the BTS platform.

For clarity, referral commissions:

- are compensation for qualifying **membership sales only**;
- are **not** tied to the performance, value, price, or appreciation of the GDL token;
- are **not** investment returns, financial gains, or yield;
- do **not** originate from gold production, mining activities, commodity sales, or operational profits.

The referral structure is designed to comply with globally recognized **affiliate and MLM commission standards**, based on direct sales activity rather than investment participation.

14.6 No Guarantees of Future Value

The Member acknowledges and agrees that BTS makes **no guarantees, representations, or assurances** regarding the present or future value of the GDL token. Specifically, BTS does not guarantee:

- any increase in token price or market value;
- any correlation between GDL and the price of gold or any other commodity;
- the availability of liquidity or market demand;
- any resale value or secondary market activity;
- listing, trading, or acceptance of GDL on exchanges or trading platforms.

GDL is provided strictly for **utility, access, and experiential purposes** within the BTS ecosystem, and not for financial return, speculation, or investment activity.

14.7 Regulatory Position

For the purposes of applicable global regulatory frameworks, GODL is classified as a **utility token** and not as a financial product, security, or investment instrument. This classification aligns with the following regimes:

- **U.S. securities laws**, including the Howey Test and related SEC guidance;
- **U.K. Financial Services and Markets Act (FSMA)** and FCA token-category guidance;
- **India's securities and digital asset regulatory interpretations**;
- **European Union Markets in Crypto-Assets Regulation (MiCA)** classification for non-investment utility tokens.

BTS does **not** offer, promote, or facilitate regulated financial services, investment activities, securities issuance, brokerage services, or advisory functions under any jurisdiction.

GODL is issued and used solely as a **utility token** for access and participation within the BTS ecosystem.

14.8 Member Responsibility

Members expressly acknowledge and agree to the following:

1. Membership Access, Not Investment

Membership purchases are for access to the BTS platform and its features. They **do not** constitute investments or financial products of any kind.

2. Utility-Only Use of GODL

GODL is a **utility token** intended solely for use within the BTS ecosystem. It is not designed or intended for investment, speculation, or financial gain.

3. Financial Returns

BTS does not promise, imply, or guarantee any form of financial return, profit, yield, appreciation, or passive income associated with membership or GODL.

4. Voluntary Participation

Participation in the BTS platform, membership program, referral system, or GODL utility is entirely voluntary, and Members assume full responsibility for their choices.

5. Understanding of Token Purpose

Members affirm that they understand the **nature, purpose, and utility-only function** of GODL and acknowledge that no investment characteristics are associated with the token.

6. Independent Advice Recommended

Members are strongly encouraged to seek independent financial, legal, or tax advice if they are uncertain about any aspect of participation, membership features, or digital asset usage.

15. Global Regulatory Disclosures

BTS operates as a **membership-based digital platform** providing access to educational, experiential, and utility-driven features. The GODL token functions exclusively as a **digital utility token** within this closed ecosystem. It is **not designed, marketed, or offered** as an investment, financial product, or instrument of speculation in any jurisdiction.

15.1 Non-Security, Non-Investment Classification (All Jurisdictions)

Across all applicable global regulatory frameworks (including but not limited to the United States, European Union/MiCA, India, Australia, the United Arab Emirates, and other common-law and civil-law jurisdictions), GODL is **not** considered:

- a security or investment contract;
- a share, equity instrument, or derivative;
- a managed investment scheme or collective investment vehicle;
- an asset-referenced token, e-money token, stablecoin, or redeemable commodity claim;
- a product offering profit rights, revenue participation, dividends, or financial returns of any kind.

GODL does **not** create ownership, claims, entitlement to physical gold, or rights tied to mining yields or production performance.

15.2 Expectation of Profit, Returns, or Appreciation

BTS does **not** promise, imply, or represent that GODL will:

- increase in value;
- generate financial gains;
- provide passive income;
- function as an investment or savings instrument.

Utility and participation benefits are the **only** intended purpose of the token.

15.3 No Common Enterprise or Pooled Investment Activity

You acknowledge and agree that neither Membership Fees nor the use of GODL Tokens constitutes, involves, or gives rise to any form of common enterprise. Without limitation:

1. **No Pooling of Funds:** Membership contributions are not pooled, aggregated, or deployed for any collective financial purpose.
2. **No Collective Investment Undertaking:** Membership does not create or participate in any investment scheme, fund, or joint venture.

3. **No Shared Financial Risk:** Members do not share financial risks, profits, returns, or losses of any enterprise.
4. **No Reliance on Managerial Efforts:** No Member relies on the managerial or entrepreneurial efforts of BTS, GODL, or any third party for the generation of profits, returns, or economic benefits.

To avoid doubt, Members are granted access solely to a **digital utility environment**, and not to any financial enterprise, investment vehicle, or profit-generating venture. Members access a digital utility environment, not a financial enterprise.

15.4 BTS Is Not a Financial Service Provider

The Members acknowledge and agree that BTS is **not** a financial institution or financial service provider. Without limitation, BTS:

1. **does not solicit investments** or invite the public to invest funds;
2. **does not manage, pool, or administer funds** on behalf of any Member or third party;
3. **does not provide financial, legal, investment, or tax advice**;
4. **does not operate** in any capacity as a broker-dealer, securities exchange, investment fund manager, money transmitter, custodian, payment institution, or any similar regulated entity; and
5. **does not engage in any regulated financial activity** requiring authorisation or licensing under the laws, rules, or regulations of the SEC, CFTC, MiCA, SEBI, ASIC, VARA, SCA, FSRA, or any comparable regulatory authority.

To avoid doubt, **Referral Commissions constitute sales-based commissions only** and shall not be construed as investment returns, profit-sharing, interest, or financial yield of any kind.

15.5 No Cross-Border Securities Offering

Memberships and GODL tokens are **not** offered, marketed, or sold as securities or investment products in any jurisdiction.

All access is strictly for:

- participation in digital experiences,
- educational functions,
- utility features,
- gamified discovery mechanics,
- engagement with BTS ecosystem content.

15.6 Jurisdictional Alignment

Regardless of regional legislation, GODL within BTS consistently falls within **utility-token** classifications because it:

1. is not redeemable for physical commodities;
2. carries no profit rights;
3. is not tied to the performance of real-world mining output;
4. functions inside the BTS ecosystem.

Therefore, BTS remains **outside the regulatory perimeter** of securities, commodities, derivatives, or financial services laws globally.

15.7 Regulatory Statement

GODL is a **non-investment, utility-only digital token**, and BTS is a **membership and utility service provider**, not a financial product issuer. Nothing in the platform constitutes a securities offering, investment solicitation, or financial service. All participation is **voluntary, utility-based, and non-financial in nature**, consistent with global regulatory expectations.

15.8 General Compliance Assertion

Across all jurisdictions in which BTS may be accessed or used, the Parties acknowledge and agree that:

1. **GODL remains a non-security, utility-only digital asset**, provided exclusively for access, participation, and functional use within the BTS ecosystem.
2. **BTS operates solely as a membership platform** and does not issue, offer, or promote financial products, securities, investment contracts, or regulated investment opportunities.
3. **Referral rewards constitute sales-based commissions** linked to membership purchases and do not represent investment income, profit participation, or returns on capital.
4. **No regulatory licensing is required** for BTS's current operational structure, as BTS does not conduct activities that fall within the scope of securities issuance, investment management, brokerage, custodial services, or financial advisory services.

Members are solely responsible for ensuring their own compliance with applicable digital asset regulations, taxation obligations, reporting rules, and legal requirements in their respective jurisdictions.

15.9 Member Acknowledgement

By accessing or using the BTS platform, purchasing a membership, receiving the GODL utility token, or participating in any BTS-related activity, the Member hereby expressly acknowledges and agrees that:

1. **BTS memberships are not investment products** and shall not be treated or interpreted as financial instruments, securities, or investment opportunities.

2. **GODL is a utility token** provided solely for access, participation, and use within the BTS ecosystem and **is not a security, financial asset, or investment contract** under any jurisdiction.
3. **No financial return, appreciation, profit, yield, or passive income is promised** in connection with memberships, the GODL token, or any BTS program.
4. The Member **understands and accepts the regulatory classification and legal status of digital assets** applicable in their jurisdiction and acknowledges that GODL is provided strictly as a utility token.
5. The Member is **solely responsible for ensuring their own compliance** with all applicable local, national, and international laws, including but not limited to digital asset regulations, tax rules, reporting obligations, and restrictions governing participation in digital asset ecosystems.