

# Terms of Use

## 1. Introduction

Please read this document carefully, as it sets out the terms and conditions on which Grok Platform s.r.o. (referred to as "Grok") will provide services to you through our websites.

1.1 Grok Platform s.r.o. (together "Grok", "we", "us", "our") is a private limited company incorporated in Czech Republic with company number 219 77 488 and whose registered office is Malešická 2855/2b, Žižkov, 130 00 Praha 3, Czech Republic.

1.2 By signing up to use an account through Grok.com or any of our associated websites (collectively the "Site"), you agree that you have read, understood, and accepted all of the terms and conditions contained in this Agreement, as well as our Privacy Policy and Cookie Policy.

1.3 This Agreement will govern the use of the Services provided by Grok. By using the Services you agree to be bound by the terms and conditions set out on this Site (the "Agreement"). This Agreement will come into effect when you confirm electronically that you agree to it. We recommend that you retain a copy of this Agreement and transaction records.

1.4 Use of cryptocurrency may be illegal in some jurisdictions. It is your responsibility to know the regulatory requirements concerning transactions with cryptocurrency in your jurisdiction before using the Services.

1.5 For the purposes of this Agreement a "Business Day" is any day which is not a Saturday, Sunday or public holiday in the Czech Republic and which the banks are open for business in the Czech Republic.

*DISCLAIMER: The risk of loss in trading or holding Bitcoin or any other cryptocurrency can be substantial. You should therefore carefully consider whether trading or holding Bitcoin or any other cryptocurrency is suitable for you in light of your financial condition. In considering whether to trade or hold bitcoin, you should be aware that the price or value of Bitcoin or any other cryptocurrency can change rapidly, decrease, and potentially even fall to zero.*

## **2. Eligibility**

To be eligible to use any of the Grok Services, you must be at least 18 years old, have capacity to enter into legally binding contracts and reside in a country in which the relevant Grok Services are accessible. The list of accessible countries:

Austria Bulgaria Cyprus Estonia Finland Greece Hungary Italy Latvia Lithuania  
Albania Andorra Bosnia and Herzegovina Czechia Poland

## **3. Services provided to you**

3.1 Grok will act as your commercial agent and by agreeing with these Terms of Use you are explicitly giving Grok permission to act on your behalf and fulfil your order for Cryptocurrency as instructed.

3.1.1 As your Commercial Agent, Grok will purchase Cryptocurrency on your behalf and send / deliver it to the wallet address indicated at the time of the order subject to the conditions of these Terms of Use.

3.1.2 At no point during the purchase, will Grok be in possession or in control of client funds.

3.2 Grok DOES NOT provide Crypto / Digital Asset wallets, nor does Grok host wallets or is custodian of funds or assets.

3.3 Purchases / orders through Grok are one-offs and executed individually, one by one.

3.4 Together, the services set out in clause 3 are referred to in this Agreement as the "Services".

Grok DOES NOT facilitate or provide trading or investment or brokerage accounts or facilities, nor does Grok provide investment or any other financial advice.

#### **4. Customer registration process**

4.1 To use the Grok Services, you will need to register for an account by providing your name, email address and accepting the terms of this Agreement. By using Grok Services, you agree and represent that you will use the Grok Services only for yourself, and not on behalf of any third party. You are fully responsible for all activity that occurs under your Grok account. We may, in our sole discretion, refuse to open a Grok account for you, or limit the number of accounts that you may hold or suspend or terminate any account.

4.2 To become a Customer you must also provide Grok with the information that is requested as part of the account opening process to verify your identity and the detection of anti-money laundering terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information.

4.3 You will need to complete certain verification procedures before you are permitted to start using the Grok Services.

4.4 The information we request may include certain personal information including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details. In providing us with this or any other information that may be required, you confirm that the information is accurate and correct and you agree to keep us updated if any of the information you provide changes. We will treat this information in accordance with the Data Protection provisions of this Agreement.

4.5 You authorise us to make enquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these enquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our enquiries in full. This is an identity check only and should have no adverse effect on your credit rating. Additionally, we may require you to wait some amount of time after completion of a transaction before permitting you to use further Grok Services and/or before permitting you to engage in transactions beyond certain volume limits.

4.6 Failure to provide any information that Grok reasonably requests from you pursuant to applicable money laundering laws and regulations after you have become a Customer shall be grounds for the suspension of the provision of Services to you (including access to your account) and/or the termination of this Agreement.

The nature and extent of the information you are required to provide may differ, for example, based on the Services provided to you under this Agreement and/or the means of payment you use.

## **5. Transactions limits and enhanced due diligence**

5.1 The use of all Grok Services is subject to a limit on the volume, stated in EUR or other fiat currency you may transact or transfer in a given period (e.g. daily). To view your limits, login to your Grok account Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. We reserve the right to change applicable limits as we deem necessary. If you wish to raise your limits beyond the posted amounts, you may submit a request at [support@swap-grok.com](mailto:support@swap-grok.com).

5.2 We may require you to submit additional information about yourself and provide additional records, if you wish to raise your limits ("Enhanced Due Diligence", "EDD"). In our discretion, we may refuse to raise your limits, or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence.

## **6. Cryptocurrency purchase**

6.1 You will be able to purchase Cryptocurrencies from us and through our partner's mobile applications and websites subject to the applicable fees displayed during the purchase flow. The price, exchange rate and amount of the Cryptocurrency that you wish to purchase will be confirmed at the time that you place an order for a Cryptocurrency Purchase.

6.2 Acceptance by us of an order for a Cryptocurrency Purchase does not guarantee that you will receive the corresponding amount of Cryptocurrency. The

Cryptocurrency Purchase is conditional upon actual receipt by us of the funds from your credit or debit card, as well as payment of any applicable fees.

6.3 Subject to clause 6.2 and the transaction being honoured by the Customer's bank, card provider or other relevant party, Cryptocurrency Purchases shall be credited to any Cryptocurrency wallet, as provided by you at the time of the order, as soon as possible once the Cryptocurrency Purchase has been confirmed by the Cryptocurrency network. Once submitted to a Cryptocurrency network, a Cryptocurrency Purchase will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Cryptocurrency network. Cryptocurrency transactions that are in a pending state will not be credited to the wallet.

6.4 Payment Services Partners. Grok may use a third-party payment processor to process any fiat payment between you and Grok.

## **7. Cancellations and refunds**

7.1 Once an order / purchase to buy Cryptocurrency has been made it cannot be cancelled or recalled.

7.2 All orders / purchases are final and cannot be refunded once the Cryptocurrency has been sent to the Cryptocurrency wallet indicated at the time of purchase.

7.3 Once an order / purchase has been sent to the Cryptocurrency wallet indicated at the time of purchase it cannot be recalled or retrieved under any circumstances.

7.4 You hereby agree that upon delivery, you will not be entitled to any credit or refund and all purchases are final. Grok's obligation towards you will be absolutely discharged upon delivery of the product to you and shall have no claim or right against Grok upon such delivery.

## **8. Suspension, termination and cancellation**

8.1 Grok may: (a) refuse to complete, or block or cancel you have authorised,(b) suspend, restrict, or terminate your access to any or all of the Grok Services, and/or (c) deactivate or cancel your Grok Account with immediate effect for any reason, including but not limited to where:

8.1.1 we reasonably believe that we need to do so in order to protect our reputation;

8.1.2 we are, in our reasonable opinion, required to do so by applicable law, regulation or any court or other authority to which we are subject in any jurisdiction;

8.1.3 we reasonably suspect you of acting in breach of this Agreement;

8.1.4 we have concerns that a transaction is erroneous or about the security of your Grok Account or we suspect the Grok Services are being used in a fraudulent or unauthorised manner;

8.1.5 we suspect money laundering, terrorist financing, fraud, or any other financial crime;

8.1.6 use of your Grok Account is subject to any pending litigation, investigation, or government proceeding and / or we perceive a heightened risk of legal or regulatory non-compliance associated with your Grok Account activity; and / or

8.1.7 You take any action that may circumvent our controls such as opening multiple Grok Accounts or abusing promotions which we may offer from time to time.

8.1.8 You fail to provide on request such documentation as Grok (or any third party whose services we use in providing the Services to you under this Agreement) reasonably requires in order to comply with its obligations under applicable money laundering laws and regulations or otherwise to ensure the verification of your identity and/or funding sources to Grok satisfaction.

8.1.9 any Cryptocurrency Purchase is significantly larger in size;

8.1.10 Grok reasonably believes that it is necessary or desirable to do so in order to protect the security of the Account, including circumstances where any Account Details may have been lost or stolen.

8.2 In the case of any such suspension, Grok shall make reasonable efforts to inform you about the withholding or suspension, provided that such disclosure:

8.2.1 is not in breach of any applicable law or regulation and does not contravene the instruction of any competent authority or regulator; and

8.2.2 would not compromise Grok's reasonable security measures.

8.3 Grok shall not be liable to you for any losses you may suffer as a result of any reasonable action it takes to suspend the Account or withhold settlement of a Cryptocurrency Purchase in accordance with this clause 8.

8.4 Where the reasons for Grok's actions under this clause 8 cease to exist, Grok may, at its discretion, either reinstate access to the Account and the Services and/or issue the Customer with new Account Details and reserves the right to ask you to re-complete the account opening procedures as outlined in these Terms and to resolve any open issues with your account before a restriction can be removed.

We may suspend, restrict, or terminate your access to any or all of the Grok Services and/or deactivate or cancel your Grok Account, without reason by giving you one month's notice. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your Grok Account, may be based on confidential criteria that are essential for the purposes of our risk management and security protocols. You agree that we are under no obligation to disclose the details of its risk management and security procedures to you.

## **9. Fees**

9.1 All fees payable under this Agreement are displayed during the purchase flow and shall be paid in Euro or any other currency that is agreed between Grok and the Customer.

9.2 Grok reserves the right to pursue any financial losses suffered due to you filing a chargeback procedure with your bank. These can include administration fees levied by the card acquirer and card schemes as well as the monetary value of the cryptocurrencies ordered / purchased.

## **10. Data protection law**

10.1 You acknowledge that we may process personal data in relation to you, in connection with this Agreement, or the Grok Services. We will process and sometimes update this personal data in accordance with the Privacy Policy. Accordingly, you represent and warrant that:

10.1.1 Your disclosure to us of any personal data was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed;

10.1.2 Before providing any such personal data to us, you acknowledge that you have read and understood our Privacy Policy.

10.1.3 From time to time we provide you with a replacement version of the Privacy Policy, you will promptly read that notice and provide updated copies of the Privacy Policy to, or re-direct towards a webpage containing the updated Privacy Policy, any individual whose personal data you have provided to us.

## **11. Liability**

11.1 This clause 11 sets out Grok's entire financial liability (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer:

11.1.1 arising under or in connection with this Agreement;

11.1.2 in respect of any use made by the Customer of the Services or any part of them; and

11.1.3 in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

11.2 Except as expressly and specifically provided in this Agreement, Grok disclaims all warranties and conditions express or implied, including, but not limited to, implied warranties of satisfactory quality and fitness for a particular purpose, in relation to the Services, their use and the results of such use.

11.3 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this Agreement to the fullest extent permitted by applicable law.

11.4 Whilst Grok takes every care to ensure that the standard of the Website remains high and to maintain the continuity of it, the Internet is not always a stable medium, and errors, omissions, interruptions of service and delays may occur at any time. As a result, we do not accept any ongoing obligation or responsibility to operate the Grok API.

11.5 Grok disclaims all liability associated with the use of Cryptocurrency, including:

11.5.1 unknown inherent technical defects;

11.5.2 regulatory or legislative changes; and

11.5.3 currency fluctuation.

11.6 Nothing in this Agreement excludes the liability of Grok:

11.6.1 for death or personal injury caused by Grok negligence;

11.6.2 for fraud, fraudulent misrepresentation or fraudulent misstatement; or

11.6.3 any statutory liability not capable of limitation.

11.7 Subject to clause 11.6, Grok will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, loss or corruption of data, depletion of goodwill and/or similar losses, or pure economic loss, or for any special, punitive, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement or for any loss, damage or corruption of any Cryptocurrency as a result of the instructions, acts or omissions of the Customer. This shall include any losses attributable to a failure by

the Customer to keep secure any security or other information relating to the Wallet and access to it.

Except for the express statements set forth in this Agreement, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your use and access of the Grok Services and Site.

## **12. Warranties and representations**

12.1 By agreeing to this Agreement, you represent, warrant and undertake to us that:

12.1.1 you have full power and authority to enter into this Agreement;

12.1.2 you understand and acknowledge that we do not warrant that any of the Services available through our API are suitable or appropriate for your needs and that you must take your own independent legal and other advice on such Services;

12.1.3 you are entering into this Agreement as principal and not on behalf of any third party;

12.1.4 you will not violate any applicable laws by entering into this Agreement or receiving the Services provided under it;

12.1.5 you will not provide false, misleading or inaccurate information;

12.1.6 you will not facilitate any viruses, malware, worms, trojan horses or some other computer programming routines that may damage, corrupt, disrupt, misuse or gain unauthorised access to any data, system information or Grok services;

12.1.7 funds or Cryptocurrencies transferred to the Wallet or any Sub-Wallet have been acquired lawfully;

12.1.8 you will not use an anonymizing proxy; use any, other automatic devices, spider or manual process to copy or monitor our websites without our prior written permission;

12.1.9 you will not harass and/or threaten our employees, agents, or other users;

12.1.10 you understand and acknowledge that while we make reasonable endeavours to ensure the accuracy of the information that we provide, and which in turn, is provided to you, neither we nor any of our directors, employees or agents make any representation or warranty, express or implied, as to the accuracy or completeness of such information;

12.1.11 any information provided by you to Grok under this Agreement is true, complete, accurate, up to date and not misleading; and

12.1.12 you shall provide all assistance reasonably requested by Grok to enable Grok to comply with its obligations under this Agreement.

12.2 Grok warrants, represents and undertakes that it shall provide the Services with reasonable care and skill.

12.3 No Warranties. The Grok Services are provided on an "as is" and "as available" basis, with no further promises made by us around availability of the Grok Services. Specifically, we do not give any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any promises that access to the Site, any of the Grok Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.

12.4 Grok makes no representation or warranty that the Services are applicable or appropriate for use by customers in all jurisdictions and it is your responsibility to ensure compliance with the laws of any relevant jurisdiction of your residence.

### **13. Stored card details.**

13.1 We are legally obligated to secure your consent to allow us to store your card details for future use and cannot process your payment before you agree to such storing. By accepting these Terms of Use, you hereby give us permission to do so.

13.2 Your card will remain stored against your account for transactional purposes, unless you decide to remove it, or until the card expires. For legal and regulatory purposes, we will continue to store records of your transactions in accordance with our Privacy Policy.

13.3 We need to do this so that you will be able to deposit and withdraw more easily in future and it also helps us to prevent and detect any fraudulent activity.

13.4 Stored details are primarily used so that you don't have to re-enter all your details for every transaction you make. In your account you will see the last 4 digits of the card number, and this forms the reference for you to reference the correct card you wish to use.

13.5 We also compare stored details in our fraud screening systems, to prevent your details being used on any other accounts and safeguard your data.

13.6 As per our policy, if you don't agree to us storing your payment card details, we won't be able to process your deposit from the card used.

13.7 Changes in the permitted use will require your agreement, we will notify you if this occurs.

## **14. Right of withdrawal**

14.1 You have 14 (fourteen) calendar days to exercise your right of withdrawal from this Agreement, without having to justify any reason or pay any penalty. This withdrawal period begins on the day after the date that your application is accepted by us.

14.2 We will not normally provide the Services during the withdrawal period. Any Services, orders or purchases which are fully performed before a withdrawal cannot be reversed.

14.3 You must notify your withdrawal request to us within the allotted period by email to [support@swap-grok.com](mailto:support@swap-grok.com).

14.4 If you exercise your right of withdrawal, this Agreement will be terminated at no cost to you.

## **Term**

15.1 This Agreement will commence in the manner set out in clause 1 and will continue unless either party notifies the other of termination, in writing, in accordance with this Agreement.

15.2 This Agreement can be terminated immediately by the Customer providing written notice to Grok.

15.3 This Agreement can be terminated by Grok in accordance with all the provisions of this agreement.

## **15. Force majeure**

16.1 No party will be in breach of this Agreement nor liable for any failure to perform its obligations under this Agreement if that failure results from circumstances beyond its reasonable control.

## **16. Notices**

17.1 We may (where allowed to do so by law) communicate with you by posting information in your Account or on the Website, in which case the information will be treated as received by you when it is posted by us.

17.2 We may also contact you at the postal or email address you provide us with when applying to open your Account. Notices sent by email will be deemed to have been received at the time of transmission as shown by the sender's records (or if sent outside business hours, at 9 am on the first Business Day following dispatch). Notice sent by post will be deemed to have been received on the second business day after posting.

## **17. Complaints**

18.1 For any complaint relating to the Services, you are advised to contact [compliance@swap-grok.com](mailto:compliance@swap-grok.com).

## **18. General**

19.1 Your Compliance with Applicable Law. You must comply with all applicable laws, regulations, licensing requirements and third party rights (including, without limitation, data privacy laws) in your use of the Grok Services.

19.2 We grant you a limited, non-exclusive, non-transferable licence, subject to the terms of this Agreement, to access and use the Site, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by us from time to time. Any other use of the Site or Content is expressly prohibited and all other right, title, and interest in the Site or Content is exclusively the property of Grok and its licensors. You agree not to copy, transmit, distribute, sell, licence, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part.

19.3 "Grok", swap-grok.com.com and all logos related to the Grok Services or displayed on the Site are trademarks or registered marks of Grok or its licensors. You may not copy, imitate or use them without our prior written consent or any third party's copyright, trade secret, patent or other intellectual property rights, or rights of publicity or privacy.

19.4 Your use of the Grok Services and the Site is subject to international export controls and economic sanctions requirements. By sending, buying, selling, Cryptocurrencies through the Site or Grok Services, you agree that you will comply with those requirements. You are not permitted to acquire Cryptocurrency or use any of the Grok Services through the Site if:

19.4.1 you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, or Syria or any other country subject to United States embargo, UN sanctions, the European Union or HM Treasury's financial sanctions regimes (each a "Sanctioned Country"), or if you are a person on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or the EU or HM Treasury's financial sanctions regime (a "Sanctioned Person"); or

19.4.2 You intend to supply any acquired or stored Digital Currency or Grok Services to a Sanctioned Country (or a national or resident of a Sanctioned Country) or Sanctioned Person.

19.5 We will notify you of any change to the Agreement on your first use of the Grok Services after any amendment. You will be deemed to have accepted the change if you continue to use the Grok Services. If you do not accept the change you should let us know, and the Agreement will terminate. You may also end the Agreement immediately and free of charge with effect at any time.

19.6 We may make all other amendments to the Agreement by posting the revised Agreement on the Site or by emailing it to you, indicating when the revised Agreement becomes effective. Although we will endeavour to provide you with advance notice where possible, where lawful we may indicate that the revised Agreement shall be effective immediately and if you do not agree with any such modification, you should close your Grok Account and cease using the Grok Services.

19.7 Copies of the most up-to-date version of the Agreement will be made available in the Site at all times and will be provided to you by email on your request.

19.8 Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, either you or Grok to be treated as partners or joint ventures, or either you or Grok to be treated as the agent of the other.

19.9 If you receive information about another user through the Grok Services, you must keep the information confidential and only use it in connection with the Grok Services. You may not disclose or distribute a user's information to a third party or use the information except as reasonably necessary to carry out a transaction and other functions reasonably incidental thereto such as support, reconciliation and

accounting unless you receive the user's express consent to do so. You may not send unsolicited communications to another user through Grok.

19.10 Contact Information. You are responsible for keeping your email address and telephone number up to date in your Grok Account profile in order to receive any notices or alerts that we may send you (including notices or alerts of actual or suspected Security Breaches).

19.11 Entire Agreement. This Agreement (including documents incorporated by reference herein) comprise the entire understanding and agreement between you and Grok as to the subject matter hereof, and it supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and Grok.

19.12 Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

19.13 This Agreement is personal to you and you cannot transfer or assign your rights, licences, interests and/or obligations to anyone else. We may transfer or assign our rights licences, interests and / or our obligations at any time, including as part of a merger, acquisition or other corporate reorganisation involving Grok, provided that this transfer or assignment does not materially impact the quality of the Grok Services you receive. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

19.14 Invalidity. If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision. If any provision is found unenforceable, the unenforceable provision will be severed, and the remaining provisions will be enforced.

19.15 We may not always strictly enforce our rights under this Agreement. If we do choose not to enforce our rights at any time, this is a temporary measure and we may enforce our rights strictly again at any time.

19.16 This Agreement and any information or notifications that you or we are to provide should be in English. Any translation of this Agreement or other documents is provided for your convenience only and may not accurately represent the information in the original English. In the event of any inconsistency, the English language version of this Agreement or other documents shall prevail.

19.17 Change of Control. In the event that Grok is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you and our relationship with you (including this Agreement) as part of such merger, acquisition, sale, or other change of control.

19.18 All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, the Sections relating to suspension or termination, Grok Account cancellation, debts owed to Grok, general use of the Site, disputes with Grok, and general provisions will continue to be binding and operate after the termination or expiration of this Agreement.

19.19 This Agreement will be governed by, and construed in accordance with, the laws of the EU and, subject to any overriding legal requirements, the parties irrevocably submit to the exclusive jurisdiction of the EU Courts. This Agreement and any information or notifications that you or we are to provide should be in English.

19.20 If you have any feedback, questions, or complaints, you may contact us via our customer support webpage or at [compliance@swap-grok.com](mailto:compliance@swap-grok.com).