

GENERAL TERMS AND CONDITIONS

RISK NOTICE

Crypto-assets are highly volatile and carry a risk of total loss. The value of Crypto-assets may increase or decrease significantly, and engaging in Crypto-asset transactions carries risks that are not inherent in fiat currencies.

Unlike traditional currencies, which are backed by governments or central banks, Crypto-assets are decentralized and depend solely on market supply and demand.

By using GXO services, You acknowledge and accept these risks. GXO does not provide any investment advice, nor does it guarantee the value or stability of any Crypto-assets.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- Service Provider, we, us, or our – GXO, a company registered in the Slovak Republic.
- Client or You – A natural or legal person using or intending to use the services of the Service Provider.
- Crypto-asset – A digital asset that can be transferred or stored electronically using distributed ledger technology (DLT).
- P2P Exchange – A Peer-to-Peer marketplace where Crypto-asset transactions are facilitated directly between users.
- Exchange of Crypto-assets – Buying, selling, or swapping Crypto-assets with other Crypto-assets or fiat currency.
- Fiat currency – A government-issued currency, such as EUR (Euro), which is not backed by a physical commodity.
- AML (Anti-Money Laundering) – A set of laws and regulations designed to prevent money laundering, terrorist financing, and other financial crimes.
- KYC (Know Your Customer) – A legal requirement to verify the identity of Clients before providing services.
- Platform – The IT solution used to facilitate transactions, accessible at www.GXOcapital.io.
- Transaction – Any Crypto-asset exchange, sale, purchase, or related operation conducted via GXO

1.2 Interpretation

1. References to "You" include both individuals and legal entities.
2. The term "Crypto-assets" applies to all digital assets supported by the Service Provider.
3. Any reference to "fiat currency" applies exclusively to government-issued currencies.
4. Words in the singular include the plural, and vice versa.

2. SERVICES PROVIDED

2.1 Crypto-asset Exchange Services

GXO provides Crypto-asset exchange services exclusively through third-party P2P marketplaces. We do not facilitate direct transactions on our website but connect Clients to external platforms where they can buy or sell Crypto-assets.

Services include:

- Exchange of Crypto-assets for other Crypto-assets (e.g., BTC to ETH).
- Exchange of Crypto-assets for fiat currency via P2P exchanges.

We do not store, manage, or act as custodians of client funds.

2.2 No Direct Exchange or Wallet Services

- GXO does not provide direct fiat-to-Crypto or Crypto-to-fiat exchange services.
- We do not offer custodial wallet services; Clients must store their Crypto-assets in personal wallets.

2.3 Third-Party Exchange Services

- Transactions are completed through external P2P platforms, which have their own terms and policies.
- The Service Provider does not control the operations, fees, or exchange rates of these platforms.
- Clients must review and accept the terms of any third-party exchange before initiating transactions.

3. CLIENT ELIGIBILITY

3.1 Age Requirement

To use our services, You must be at least 18 years old or have reached the legal age of majority in Your jurisdiction.

3.2 Compliance with Local Laws

- You are responsible for ensuring that using Crypto-assets is legal in Your jurisdiction.
- The Service Provider does not accept Clients from sanctioned or restricted jurisdictions.

3.3 Prohibited Uses

Clients may not use our services for:

1. Money laundering, fraud, or any illegal activity.
2. Bypassing legal restrictions on Crypto-assets.
3. Funding criminal organizations or illicit activities.
4. Engaging in transactions using stolen funds or fraudulent identities.

Any violation of these terms will result in immediate termination of services.

4. KYC/AML COMPLIANCE

4.1 Client Verification

To comply with AML laws, all Clients must undergo KYC verification before accessing services. This includes:

- Providing a valid passport or national ID.
- Submitting proof of address (utility bill or bank statement).
- Disclosing the source of funds for transactions.

4.2 Transaction Monitoring

The Service Provider monitors transactions for suspicious activity and reserves the right to:

- Reject or freeze any transaction suspected of illegal activity.
- Report transactions to regulatory authorities when required by law.

Failure to comply with KYC requirements may result in account suspension or termination.

5. TRANSACTIONS ON P2P MARKETPLACES

5.1 Execution of Transactions

- Transactions are conducted solely on P2P platforms, subject to their own terms and conditions.
- Once a trade is confirmed, Crypto-assets are locked in escrow until payment is verified.
- If a transaction is not completed within the specified timeframe, the order may be canceled automatically.

5.2 Payment & Settlement

- Payments must be made in full and on time according to P2P platform rules.
- If You fail to confirm payment, the trade may be canceled, and Your account could be restricted.

5.3 Disputes

- Any disputes related to transactions must be resolved through the P2P exchange's dispute resolution process.
- GXO is not responsible for resolving disputes between buyers and sellers.

6. LIMITATION OF LIABILITY

6.1 No Responsibility for Third-Party Platforms

The Service Provider is not liable for:

- Technical failures of P2P marketplaces.
- Market fluctuations affecting exchange rates.
- Any loss of funds resulting from Client error or external breaches.

6.2 No Guarantee of Value

Crypto-assets are highly volatile, and the Service Provider does not guarantee any price, value, or financial return.

7. ACCOUNT SUSPENSION & TERMINATION

7.1 Suspension of Services

The Service Provider reserves the right to suspend or terminate Client access for:

- Failure to complete KYC procedures.
- Suspected fraudulent transactions.
- Non-compliance with these Terms.

7.2 Termination by Client

Clients may terminate their account by submitting a written request. Pending transactions must be completed or canceled before termination.

8. TAX OBLIGATIONS

Clients are responsible for reporting and paying all applicable taxes on their Crypto-asset transactions. GXO does not provide tax advice.

9. GOVERNING LAW & DISPUTE RESOLUTION

- These Terms are governed by the laws of the Slovak Republic.
- Any disputes shall be resolved in the courts of the Slovak Republic.