

General Terms and Conditions GrowCapital L.LC-FZ

The GrowCapital L.LC-FZ (hereinafter referred to as GrowCapital) is registered in the UAE under number 050-816492.

Article 1 – Terms

1. In these general terms and conditions, the following terms are used in the following meaning, unless expressly indicated otherwise.
2. Offer: any offer or prices or commission made to the consumer for the provision of services by GrowCapital.
3. Company: the natural or legal person acting in the course of a profession or business.
4. Consumer: the natural person who does not act in the course of a profession or business.
5. The general terms and conditions encompass the services offered by GrowCapital, such as copy trading or any other trading service. It is important to note that every action taken by the user is for their own purposes, and we do not provide financial advice.
6. Service provider: GrowCapital L.LC-FZ, established under the laws of the UAE, located in Dubai.
7. Agreement: any agreement and other obligations between the consumer and GrowCapital, as well as proposals from GrowCapital for Service provided by GrowCapital to the consumer, which are automatically accepted and acknowledged by the customer after creating a account, forming an integral part of these general terms and conditions.

Article 2 – Relevance or Applicability

1. These general terms and conditions apply to any offer from GrowCapital, any agreement between GrowCapital and the customer, and any service provided by GrowCapital.
2. Deviation from these general terms and conditions is not possible. In exceptional situations, deviation from the general terms and conditions may be agreed upon explicitly and in writing with GrowCapital.
3. These general terms and conditions also apply to additional and modified services provided by GrowCapital.
4. The general terms and conditions of the consumer are excluded.

5. If one or more provisions of these general terms and conditions are partially or entirely void or destroyed, the remaining provisions of these general terms and conditions shall remain in force, and the void/destroyed provision(s) shall be replaced by a provision with the same meaning as the original provision.
6. Ambiguities about the content, interpretation, or situations not regulated in these general terms and conditions shall be assessed and interpreted according to the spirit of these general terms and conditions.
7. If these general terms and conditions refer to "she/her," it should also be understood as a reference to "he/him/his," where applicable.
8. In the event that GrowCapital has not consistently demanded compliance with these general terms and conditions, it still retains the right to demand full or partial compliance with these general terms and conditions.

Article 3 – Execution of the Service

1. GrowCapital will make every effort to execute the agreed-upon service with the utmost care, as expected of a good company. GrowCapital guarantees professional and independent service provision. All services are carried out on a best-effort basis unless a specific and written outcome has been agreed upon and described in detail.
2. The platform upon which GrowCapital has created the service will determine the scope and extent of the service. Third parties cannot derive any rights from the content of the provided service in relation to the Agreement.
3. The information and data provided by the Client form the basis on which GrowCapital offers its service and prices. GrowCapital reserves the right to adjust its platform and prices.
4. GrowCapital is authorized to engage third parties at its own discretion for the execution of the service for the platform.
6. If the platform, also known as the software of GrowCapital that copy trade any bot or human trader and executes these trading opportunities for consumers, does not function fully and causes damage to the portfolio, GrowCapital is not liable and no claims or compensations can be filed.
7. All trades conducted by bots and human traders are independent of AiFundz and therefore cannot be guaranteed. All investments are made at your own risk, and we do not provide financial advice. We are not responsible for any loss of funds or other losses related to investments. Additionally, we are not liable for any alleged hacks. The use of the platform on aifundz.nl is your own responsibility and at your own risk.

8. GrowCapital disclaims any liability for damages incurred by the consumer as a result of the services provided by GrowCapital. Additionally, all payments are considered deposits with the risk of potential decrease in value. When withdrawing funds or assets of value, such as euros, GrowCapital has its own processing time, and therefore, no claims or disputes can be initiated against GrowCapital if the refund process takes longer than indicated on the Aifundz.nl platform.

Article 5 – Prices and Payment

1. GrowCapital charges a 20% fee on every profitable trade. In the event of a loss on a trade, GrowCapital does not impose any fees.
2. All funds are considered as collateral for the consumer. We are not responsible for anything related to the collateral, including losses or the complete loss of assets such as the euro balance. The use of the GrowCapital platform on aifundz.nl is entirely at your own risk.
3. GrowCapital reserves the right to modify the commission fees for using aifundz.nl at any time. The commission may also be changed to a monthly standard fee. Consumers will be informed of any such changes.
4. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation, or a payment request against the consumer, GrowCapital is not obligated to reimburse lost assets, such as Euro balances.
5. Transaction fees between depositing and withdrawing euros can be changed by GrowCapital at any time, as indicated below the amount being deposited or withdrawn.

Article 6 – Privacy, data processing, and security.

1. GrowCapital handles the (personal) data of consumers with care and will only use them in accordance with applicable standards. If requested, GrowCapital will inform the data subject about this.
2. First name, last name, and IBAN number cannot be modified once provided, as this may result in the loss of Euro balance or other available funds.
3. If, under the Agreement, GrowCapital is required to provide information security, such security will comply with the agreed specifications and a level of security that, considering the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

Article 7 – Suspension and Termination

1. GrowCapital has the right to retain the received or realized data, databases, and more, if the Client has not (fully) fulfilled its payment obligations. This right remains in force even if there is a valid reason for GrowCapital to suspend the platform in that case.
2. GrowCapital is authorized to suspend the performance of its obligations as soon as the consumer is in default of fulfilling any obligation arising from the Agreement, including late payment of its invoices. The suspension will be promptly confirmed to the consumer in writing.
3. In such cases, GrowCapital shall not be liable for any damages, regardless of the cause, resulting from following the given signals.

Article 9 – Complaints

1. If the consumer is not satisfied with the platform provided by GrowCapital or has any other complaints regarding the execution of their order, the consumer is obliged to report these complaints as soon as possible, but no later than 7 calendar days after the relevant incident that led to the complaint. Complaints can be reported orally or in writing via info@aifundz.nl with the subject "Klacht."
2. The complaint must be sufficiently substantiated and/or explained by the consumer for GrowCapital to be able to process the complaint.
3. GrowCapital will respond to the complaint substantively as soon as possible, but no later than 7 calendar days after receiving the complaint.
5. Spreading public complaints or falsehoods about our service is not allowed, as this can directly result in a fine of €1000.

Article 10 – Applicable law

1. The law of the United Arab Emirates (UAE) applies to the legal relationship between GrowCapital and the consumer.
2. GrowCapital has the right to modify these general terms and conditions and will inform the consumer accordingly.
3. In the case of translations of these general terms and conditions, the English version shall prevail.
4. All disputes arising from or in connection with the service between GrowCapital and

the consumer shall be settled by the competent court of the Dubai Courts – Labour Court –

Execution Court (5G23+47M – Unnamed Road), unless provisions of mandatory law designate another competent court.