**Terms of Use**

**General**

The following terms and conditions (“Terms”) govern the sale of the token Grocercoin within the website grocercoin.io.

GRC is a token used to utilize operations within the marketplace platform called eGrocer.

eGrocer is a marketplace platform that facilitates buying and selling of crops between farmers, fishermen and restaurateurs.

By accessing our website, you are agreeing to be bound by our terms and conditions of use, all applicable laws and regulations including local laws. If you do not agree with any of our terms, you are prohibited from using our website.

**Terms**

The Grocercoin digital token is created according to the ERC20 specifications of the Ethereum blockchain. The token is developed to organize interaction of an ecosystem of the participants within the Grocercoin platform, including but not limited to Project Authors, Backers, Advisers, Escrow-agents, Translators, Deisgners, and Advertisers.

The Grocercoin digital token is a cryptographically secured representation of a token-holder’s rights to obtain in the future the services and goods through the eGrocer platform.

The User acknowledges, understands and agrees that ownership of the Grocercoins does not grant the User the right to receive profits, income, or other payments or returns arising from the acquisition, holding, management or disposal of, the exercise of, the redemption of, or the expiry of, any right, interest, title or benefit in the Platform, or any other Grocercoin property or any part of it.

The User is aware of the merits, risks and any restrictions associated with digital tokens, cryptocurrencies and Blockchain-technologies, including but not limited to: (i) Risk of Losing Access to Tokens Due to Loss of Private Key(s), (ii) Risks Associated with the Ethereum Platform Protocol, (iii) Risk of Hacking and Security Weaknesses, (iv) Risk of Uninsured Losses, (v) Risks Associated with Uncertain Regulations and Enforcement Actions.

The Grocercoin digital tokens should not be deemed as securities or a collective investment scheme:

(i) the Grocercoin digital tokens do not grant to the User any voting or ownership rights;

(ii) the Grocercoin digital tokens do not grant to the User any return on investment;

(iii) the Grocercoin digital tokens do not grant to the User any profit and passive income from the ownership of the Grocercoin digital tokens.

Therefore, the Grocercoin digital tokens are not securities and are not registered with any government entity as a security, and shall not be considered as such.

**Token Sale Agreement**

**Total Number of GRC tokens to be sold** –Grocersoin has created 200,000,000 GRC tokens for the crowd sale.

**Commence cement and Duration of Token Sale** – The sale begin and end dates will be published on the website, grocercoin.io. The sale will finish at the designated end date published, or when all GRC tokens have been sold. Though it does not currently anticipate doing so, the Grocercoin team also reserves the right to shorten the sale duration for any alternative reason.

**Team Investments** – The Grocercoin team warrants that it will not invest in its own sale.

**Refunds** – All investments in the crowd sale are final. Investments are non-refundable. By contributing in the sale, the investor acknowledges that the Grocercoin team and parties are not required to provide a refund for any reason, and that the investor will not receive money or other compensation for any GRC that is not used or remains unused.

**Disclaimer of Warranties –** The Contributor expressly agrees that the contributor is contributing in the crowdsale at the contributor’s sole risk and that GRC is provided on an “as is” basis without warranties of any kind, either express or implied, including but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose (except only to the extent prohibited under the applicable law).

**Content Use**

This website contains materials including text, images, and video which is protected by the copyright or intellectual property rights. All these materials are owned by Grocercoin.

Users are granted permission to download a copy of any materials within the website for personal viewing. However, users are not allowed to modify or copy the materials, use it for any commercial purpose, or for any public display, attempt to decompile any software within the Grocercoin website.

Grocercoin have the right to terminate any permission granted if user has violated any of these restrictions. Upon termination, users must destroy any materials within possession.

**Updates to the Terms and Conditions**

Grocercoin reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Grocercoin website (grocercoin.io). Any contributor will be deemed to have accepted such changes by purchasing GRC.

**Governing Law**

Any claim relating to Grocercoin’s website shall be governed by the laws of the Republic of the Philippines without regard to its conflict of law provisions.