# AABBG Wallet Terms of Use Table of Contents

AABBG Wallet Terms of Use

**ACCEPTANCE OF THESE TERMS OF USE**



**AABBG Wallet Terms of Use**

**PLEASE READ CAREFULLY BEFORE DOWNLOADING ANY SOFTWARE FROM THIS WEBSITE, MOBILE APP:**

This License agreement (License) is a legal agreement between you (Licensee, User or you), Asia Broadband Inc. ("Licensor", "Company", "us" or "we" or "AABBG").

We license the use of the AABBG System, and the Company's Payment Gateway Software ("Services") to you on the basis of this License. We do not sell the Software to you. We remain the owners of the Software at all times. BY DOWNLOADING THE SOFTWARE FROM THIS WEBSITE, MOBILE APP YOU AGREE TO THE TERMS OF THIS LICENSE WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, WE WILL NOT LICENSE THE SOFTWARE AND DOCUMENTS TO YOU AND YOU MUST DISCONTINUE THE DOWNLOADING PROCESS NOW. IN THIS CASE DOWNLOADING PROCESS WILL TERMINATE.

Please read these Terms and Conditions of Use (the "Terms of Use") carefully. These Terms of Use govern your use of the Software and Services.

We may change the terms of the License at any time for whatever reason and without notice. The terms of the License will be available on the Website, Mobile App where you downloaded the Software from. Your continued use of the Software constitutes acceptance of the new terms.

**RISK WARNING:** When purchasing precious metals (Gold, Silver, etc.) you automatically take on certain amount of risk of the potential loss in value. Precious Metals prices can be affected by many factors, including, but not limited to, national and international economic, financial, regulatory, political, terrorist, military, and other events. Just like trading on the foreign exchange, it is possible to lose most if not all funds within a very short time frame. Because of this, Precious Metals is not suitable for all types of individuals. Before starting to purchase

Precious Metals, make sure that you are mindful and fully understand the complexity, risks, and nature of Precious Metals. Understand that there is a chance that you could lose capital. If you do decide to purchase Precious Metals, please make sure you are allocating only that portion of funds that you can risk and can afford to lose. In no event shall AABBG System and its parent company Asia Broadband Inc. or its Service Provider be liable to any loss or damage of any kind incurred as a result of the use of this site or the services found at this site. 

**Terms of Use**

**ACCEPTANCE OF THESE TERMS OF USE**

By accessing, reading, and making use of this Website, Mobile App, Mobile App and the Services, you are deemed to have reviewed, understood, and accepted, on your own behalf and on behalf of any person on whose behalf you may be acting, these Terms of Use and agreed with the Company to be bound hereunder. For the purposes of these Terms of Use, "person" means any natural person, corporation, partnership, joint venture, or any other incorporated or unincorporated entity, whether acting as an individual, fiduciary, or in any other capacity.

**Separate Risk Acceptance.** By accessing or using the Services, purchasing, receiving, transferring, holding, or otherwise using AABBG Tokens, you acknowledge that you may be required to separately confirm your acceptance of material risks before completing a transaction. These risks include, without limitation, no guaranteed liquidity, no guaranteed redemption, no guaranteed resale value, no investment return, possible total loss, user responsibility for wallet security, blockchain and third-party network risks, tax responsibility, regulatory risk, sanctions restrictions, and the Company's administrative controls.

If you do not wish to be bound by these Terms of Use, you may not use this Website, Mobile App, Mobile App or any of the Services.

To use the Services, you need to ensure that you are at least 18 years of age or, if the age of majority in the jurisdiction in which you reside is greater than 18 years of age, you are at least that age. You are otherwise fully competent and have the active legal capacity to enter into and be bound by these Terms of Use and to perform your obligations as herein set out.

**CHANGES TO TERMS OF USE AND WEBSITE, MOBILE APP**

The Company reserves the right, exercisable at any time at its sole discretion, to add to or remove, modify or otherwise change any part of these Terms of Use. Changes will be effective immediately at such time as the Terms of Use are posted on this Website, Mobile App and/or within the Services. You should check the Terms of Use page on a regular basis for changes by checking the date this page was last updated. If any change to the Terms of Use is not acceptable to you, you must discontinue your use of this Website, Mobile App and the Services immediately. Your continued use of this Website, Mobile App or any of the Services after any changes to the Terms and Conditions will constitute your unqualified acceptance of the changes.

We, the Company, may terminate, change, suspend or discontinue any aspect of this Website, Mobile App or the Services at any time without notice. Without limiting the generality of the foregoing, the Company may change the availability of any features, institute new, or amend existing fees or charges for the use of the Website, Mobile App, the Services, or any features included in the Website, Mobile App or the Services, add, remove, modify or otherwise change any content on this Website, Mobile App, and impose limits on certain features or restrict access to parts or all of this Website, Mobile App. The Company reserves the right, but not the duty, to correct any errors or omissions in any portion of this Website, Mobile App at any time and without notice.

**OTHER AGREEMENTS**

These Terms of Use are in addition to and supplementary to any other agreements that you or any person you represent have or may enter into with the Company concerning your dealings with them, including any information, products, or services provided by the Company. In the event of any conflict or inconsistency between the provisions of these Terms of Use and the provisions of any other agreement that you or any person you represent have with the Company, the provisions of these Terms of Use shall govern regarding your access to and use of the Website, Mobile App and the Services.

OPERATING SYSTEM REQUIREMENTS:

TYPE OF MOBILE DEVICES: Smartphone. Tablet. Laptop.

TYPE OF OPERATING SYSTEM: iOS, Android, macOS, Windows.

**1. Grant and Scope of License**

**1.1** In consideration for you agreeing to abide by the terms of this License, we hereby grant to you a non-exclusive, non-transferable License to use the Software on the terms of this License.

**1.2 You may:**

a - Access, download, install and use the Software for your personal and Business purposes only: on one central processing unit (CPU) if the License is a single-User License or the Software is for single use.

b - Provided it is used on only one smartphone or other device at any one time, transfer the Software from one device to another.

c - Provided you comply with the provisions in condition 2, make up to a reasonable number of copies of the Software for backup purposes only; and receive and use any free supplementary software code or update of the Software incorporating “patches” and corrections of errors as may be provided by us from time to time.

**1.3** Eligibility. To be eligible to use the AABBG Wallet Services, be of age of majority in Your local jurisdiction. Your eligibility to access certain AABBG Wallet Services also depends on the country in which you reside. According to the requirements of local authorities, the Company may restrict installation of the Software within certain countries or within their constituent parts. The Company does not assume any liability for the User’s installation of the Software and its subsequent usage within such countries or their constituent parts.

**1.4 Identity Verification (KYC).** You agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime; and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use the AABBG Wallet Services and your access to one or more AABBG Wallet Services, including certain transfers and the limits that apply to your use of the AABBG Wallet Services, may be altered as a result of information collected on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification number, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number). In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. You authorize us to make the inquiries, whether directly, through our Service Provider, 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 inquiries, 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 inquiries 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 AABBG Wallet Services and/or before permitting you to engage in transactions. Additionally, your personal information provided will be used to contact you, on an as required basis, regarding updates to the terms of use, changes to the services and any other information deemed significant by the Company and its service provider.

**1.5** Anti-Money Laundering (AML) Policy.

Compliance program requirements under the Proceeds of Crime (Money Laundering and Terrorist Financing Prevention Act (MLTFPA).

In accordance with the prescribed legislative requirements, AABBG Wallet has certain record keeping, identification, and reporting requirements. Our compliance program:

- Compliance officer: The appointment of a chief anti-money laundering officer to supervise the AML/KYC team
- Compliance policies and procedures including: AML/Compliance policy, executing the Know Your Customer ("KYC") procedures, constant ongoing monitoring and business relationship, record keeping requirements, and transaction reporting requirements.
- Risk assessment to evaluate all risks related to money laundering and terrorist financing
- Ongoing compliance training program for each of our AML/KYC Compliance team

For more information on our AML/KYC policy, please send us an email to dpo@aabbgmine2token.com

**Sanctions, Restricted Jurisdictions, and Compliance.** You represent and warrant that you are not located in, organized in, ordinarily resident in, or acting on behalf of any person or entity located in a jurisdiction subject to sanctions or restrictions applicable to the Company. You further represent and warrant that you are not listed on, owned by, controlled by, acting for, or acting on behalf of any person or entity listed on any sanctions, restricted party, or prohibited persons list. The Company may freeze, restrict, reject, delay, cancel, reverse, report, or refuse any transaction or account activity as required or permitted by applicable law, sanctions rules, AML/KYC requirements, law enforcement request, court order, or internal compliance policy.

**1.6 Apple Store Terms**

If the App is provided to you for download through Apple Inc. (Apple Inc. together with all of its affiliates, “Apple”) App Store, the following terms and conditions shall apply: (i) the parties acknowledge that this Agreement is concluded between the parties, and not with Apple, and that the responsibility for the App and the content thereof is governed by these Terms of Use; (ii) notwithstanding anything to the contrary hereunder, you may use the App only on an Apple-branded product or device that you own or control and as permitted by the “Usage Rules” set forth in the Apple Store Terms of Service; (iii) the parties acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App; (iv) in the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App (if any) to you. Except for the foregoing, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be governed by these Terms of Use; (v) the parties acknowledge that Apple is not responsible for addressing any claims by you or a third party relating to the App or your possession and use of the App, including but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; (vi) the parties acknowledge that, in the event of any third party claim that the App or your possession and use of the App infringes that third party’s intellectual property rights, such intellectual property infringement claim will be governed by these Terms of Use and Apple will have no responsibility for the investigation, defense, settlement and discharge of such intellectual property infringement claim; (vii) you represent and warrant that you are not: (a) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government or International Government list, as a “terrorist supporting” country; or (b) listed on any U.S., or International Government list of prohibited or restricted parties; (iix) you may contact us regarding any questions, complaints or claims with respect to the App at: support@aabbgmine2token.com: (ix) you must comply with all applicable third party terms of agreement when using the App; and (x) the parties acknowledge that Apple is a third party beneficiary to these Terms of Use and, upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof. To the extent that this Section 1.6 is inconsistent with any other terms and conditions of these Terms of Use, this Section 1.6 will prevail.

**1.7 Google Play Terms**

If the App is provided to you for download through Google Inc. (Google Inc. together with all of its affiliates, “Google”) Google Play, the following terms and conditions shall apply: (i) you acknowledge that Google is not responsible for providing support services for the App, and (ii) if any of the terms and conditions in these Terms of Use are inconsistent or in conflict with the Google Play Developer Distribution Agreement, the terms and conditions of Google’s Google Play Developer Distribution Agreement will apply to the extent of such inconsistency or conflict as they relate to the app.

**2. Services**

The Company operates a software program, developed by our Service Provider that enables Users to purchase, access, send, receive, exchange/convert Precious Metals (collectively, “Precious Metals”). This license agreement permits You to use the AABBG Wallet subject to certain conditions, rights and obligations.

Purchases, Sales and Withdrawals

**Purchases, Sales, Withdrawals, and Availability.** You may purchase supported Precious Metals products and use supported wallet functions only while such products and functions are offered, available, and permitted by the Company. Any sale, sale-back, buyback, redemption, conversion, withdrawal, transfer, exchange, or liquidity feature is discretionary, may be limited or unavailable, and may be suspended, delayed, modified, rejected, or discontinued at any time due to market conditions, platform functionality, liquidity availability, technical limitations, security concerns, compliance review, KYC/AML requirements, sanctions screening, legal requirements, court order, Company policy, or any other reason determined by the Company in its sole discretion.

**No Bank Account; No Government Insurance; No Legal Tender.** AABBG Tokens are not legal tender, are not a bank deposit, are not a stored-value bank account, are not insured by the FDIC, SIPC, or any other governmental or private insurance program, and are not guaranteed by any governmental authority. You understand that you may lose access to, or value associated with, your AABBG Tokens, including the possibility of total loss.

**No Investment Purpose; No Expectation of Profit.** You acknowledge and agree that AABBG Tokens are intended for use only within the Company's supported ecosystem and are not offered, sold, or made available as an investment contract, security, equity interest, debt instrument, profit-sharing arrangement, dividend-bearing instrument, yield product, or passive investment opportunity. You further acknowledge that you are not purchasing, holding, or using AABBG Tokens based on any expectation of profit, appreciation, income, yield, dividend, interest, resale value, or future market demand.

**No Ownership, Voting, Governance, or Company Rights.** Holding AABBG Tokens does not provide you with any ownership interest, equity interest, membership interest, voting right, governance right, management right, dividend right, profit-sharing right, revenue-sharing right, liquidation right, creditor right, or other financial or legal interest in Asia Broadband Inc., AABBG, the AABBG Wallet, any affiliate, any service provider, or any related business or asset.

Assets are transferred between Users' accounts immediately and without active participation of the Company. The Company does not guarantee timely withdrawals and transfers to accounts outside AABBG Wallet network, nor deposits to the AABBG Wallet network.

**Suspension or Discontinuation of Services.** The Company may suspend, restrict, modify, replace, or discontinue any part of the AABBG Wallet, supported assets, token functionality, transfers, purchases, sales, conversions, withdrawals, deposits, buybacks, redemptions, or support services at any time, with or without notice, including due to maintenance, security threats, technical issues, business decisions, liquidity limitations, market disruption, regulatory uncertainty, legal requirements, compliance review, or events outside the Company's control.

## 3. Transactions

The only authentic record of Precious Metals transactions is the applicable blockchain. The Wallet provides functionality that allows You to Purchase, Sell and Withdrawal Precious Metals transfer instructions. Timely manner of transactions is guaranteed only between AABBG Wallet accounts.

The Company reserves the right to refuse to process or to cancel any pending Precious Metals Transaction as required by law or in response to a subpoena, court order, or other binding government order or to enforce transaction limits.

The Company can reverse a Precious Metals Transaction which has been broadcast to the blockchain via Algorand's Clawback function. You acknowledge that AABBG Tokens may include issuer, administrative, compliance, freeze, clawback, reversal, restriction, reissuance, or similar controls. The Company may, where technically possible and legally permissible, freeze, restrict, claw back, reverse, cancel, reissue, or otherwise modify transactions or token balances in connection with fraud prevention, wallet recovery, mistaken transfers, legal process, regulatory requirements, sanctions compliance, security incidents, technical remediation, account compromise, suspicious activity, or other circumstances determined by the Company in its sole discretion. The Company has no obligation to exercise such controls and does not guarantee that any transaction, wallet, token balance, or digital asset can be recovered. The Wallet services are available only in connection with those Precious Metals that the Company, in its sole discretion, decides to support. The Precious Metals that the Company supports may change from time to time. Under no circumstances should you attempt to use your Wallet to store, send, request, or receive Precious Metals in any form that are not supported by the Company. The Company and its Service Provider assume no responsibility or liability in connection with any attempt to use the Wallet for Precious Metals that the Company does not support.

**No Recovery of Third-Party Digital Assets.** The Company may only provide support for Company-issued assets where technically possible, legally permissible, and supported by the Company's systems. The Company cannot and does not guarantee recovery of Bitcoin, Ethereum, Algorand, USDC, USDT, or any other third-party digital asset, blockchain asset, or unsupported token. If you lose your seed phrase, private key, passphrase, device access, wallet credentials, or send assets to an incorrect or unsupported address, those assets may be permanently lost.

AABBG Wallet transactions **WILL** be shown on public scanners (like: ALGOEXPLORER.IO) which show transactions made in decentralized blockchain. AABBG Wallet exchange rate will show approximate average market rate. User will be able to see his/her AABBG Wallet transaction in a timely and accurate manner.

Unauthorized and Incorrect Transactions. Where a transaction is initiated from your AABBG Wallet account using your credentials including your PIN code, we will assume that you authorized such transaction. All transactions can be conducted only after entering your PIN code 2FA. A transaction cannot be initiated without entering your PIN code. Performed transactions can be reversed or cancelled only by AABBG. We may not reset your password if you do not have access to your AABBG Wallet Account.

If you believe you did not authorize a particular transaction or that a transaction was incorrectly carried out, you must contact us as soon as possible and, in any case, no later than 3 days after the relevant transaction occurred by sending an email to support@aabbgmine2token.com and opening a support ticket. It is important that you regularly check your AABBG Wallet balance and your transaction history regularly to ensure any unauthorized or incorrect transactions are identified and notified to us at the earliest possible opportunity. We and our Service Provider are not responsible for any claim for unauthorized or incorrect transactions even if you have notified us in accordance with this section. We accept complaints only from Users that went through the KYC procedure. Any compensation or acceptance of liability is within sole discretion of the Company.

Supported Digital Accounting. Our AABBG Wallet Services are available only in connection with the units of account for gold products that we sell. The AABBG Wallet supports AABBG on the Algorand blockchain, Bitcoin (BTC), Ethereum (ETH), USDC on both the Algorand and Ethereum blockchains and USDT on both the Algorand and Ethereum blockchains. Under no circumstances should you attempt to use AABBG Wallet Services to store, send, request, or receive digital currencies in any form that we do not support. We and our Service Provider assume no responsibility or liability in connection with any attempt to use your AABBG Wallet for digital currencies or tokens that are not associated with AABBG and we do not support.

Passphrases. A passphrase is an industry standard tool that is a LAST LINE of protection for a User account in most cases.

- AABBG Wallet uses 25-word passphrases to unlock the wallet function for Algorand based assets. If someone obtains your 25-word passphrase, they will be able to mount your wallet to any Algorand compliant wallet system.

- AABBG Wallet uses 12-word passphrases to unlock the wallet function for Ethereum and Bitcoin based assets. If someone obtains your 12-word passphrase, they will be able to mount your wallet to any Ethereum or Bitcoin compliant wallet system.

If you elect to copy your passphrase to paper or digital media, you should take extreme caution to protect it. We recommend a safe where you only have the combination or encrypted with an industry standard product. We also use Two Factor Authentication and local encryption to protect your passphrase on the AABBG Wallet App. **If you lose your passphrases or incorrectly wrote them down initially, then you will lose access to your account, and there is nothing our Company - nor any company - can do to regain access to that specific account. It is the responsibility of the User to correctly write down and store their passphrases as initially shown to them by the Software, not limited to; without any spacing after the words, in the same numeric order, and that the grammar is correct. You are solely responsible for securing your wallet, device, passwords, PINs, two-factor authentication, email account, private keys, passphrases, recovery phrases, backups, and access credentials.** The Company and its Service Providers are not responsible for losses caused by phishing, malware, viruses, SIM swaps, compromised devices, social engineering, fake support communications, unauthorized access to your email or device, incorrect wallet addresses, user error, lost credentials, leaked credentials, or your failure to follow security instructions.

Third Party Payments. We and our Service Provider have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other Users of AABBG Wallet Services). We and our Service Provider are not responsible for ensuring that a third-party buyer or a seller you transact with will complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party using the AABBG Wallet Services, or if you have a dispute with such third party, you should resolve the dispute directly with that third party. If you believe, a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify AABBG Wallet Support via email at support@aabbgmine2token.com.

Regulated Third Parties. We and our Service Provider may refuse access to regulated third parties for objectively justified and duly evidenced reasons relating to unauthorized or fraudulent access to your AABBG Wallet. In such cases, unless we are prohibited by applicable law, we will inform you that that third party's access has been denied and the reasons why. We will permit access to all law enforcement agencies with a duly executed legal notification from a court with valid jurisdiction.

Customer Support. If you have any issues or concerns regarding your account or your use of the Services, you should first check our Website, Mobile App's FAQ to see if there is already an existing solution. If a solution is not found, please submit a ticket by sending an email to support@aabbgmine2token.com. Our Customer Support team will work on the resolution and get back to you within 1-2 business days. Any User communicating with our Customer Support team, must communicate in a professional and responsible manner and must refrain from abusing our team members. This includes, but is not limited to: using vulgar language, sending death threats, spamming the Customer Support team with multiple support tickets, and to using multiple AABBG Wallet accounts to contact our support team for the same support ticket inquiry. No matter the context and reason, all Users must refrain from threatening our Customer Support team (especially when they are attempting to solve a support inquiry) in the likes that the User will take some sort of legal action, and/or the filing of a claim to a government agency or independent business bureau, against the Customer Support team member(s) or the Company and its Service Providers if their inquiry is not solved or is unsolvable. By doing so, the Customer Support staff may discontinue further communicating with the User, may cancel all applicable pending transaction and/or traders orders conducted by the User in the Software(s), and may reject the User's KYC application; leading to the User no longer be able to facilitate any transactions within the Software. Our Customer Support Department does its best to solve any and all inquiries sent to it by Users, and the staff will not tolerate disrespect and unprofessionalism by the Userbase.

**4. Fees**

Asia Broadband sells AABBG to customers and uses the Algorand blockchain as an accounting mechanism to document how much gold each customer has purchased. The AABBG gold product is accounted for as Algorand Standard Asset (ASA).

AABBG gold is stored at AABB's gold vault.

Because all transactions are documented on the Algorand Blockchain, a minimum amount of two Algorand tokens will be needed in every customer's wallet to pay:

**1.** Asset Opt-In to the individual customer's Algorand Wallet. This Opt-In function will incur a Algorand Network Transaction Fee of .001 ALGO

**2.** Network transaction fees associated with any Company-supported sale-back, buyback, redemption, or transfer function, if and when such function is made available by the Company. This may involve the customer sending a customer-determined amount of AABBG Algorand Standard Assets to a designated Company wallet and will incur an Algorand Network Transaction Fee of .001 ALGO. The existence of a fee description does not create any obligation by the Company to offer, maintain, or complete any sale-back, buyback, redemption, conversion, withdrawal, or liquidity feature.

**3.** Network transactions fees associated when users Send any portion of their AABBG's to someone else as a "Send" to the recipient's Alogrand Wallet. This is technically a send function on the blockchain and will incur a Algorand Network Transaction Fee of .001 ALGO.

With every purchase of AABBG, the mobile app will transfer one ALGO at no cost to the customer from AABBG's "Network Fees" account.

**4. Buying and Selling Fees.**

When buying AABBG the fee structure is as follows:

SPOT GOLD PRICE + 2% FEE

If the Company, in its sole discretion, makes a sale-back, buyback, redemption, or similar function available, the applicable fee structure, quote, timing, eligibility requirements, and limits will be determined by the Company at the time of the transaction and may include the following formula or another formula disclosed at the time:

SPOT GOLD PRICE - 3% OF SPOT + 2% FEE

**Pricing, Quotes, Fees, and Errors.** Any price, spot price, quote, exchange rate, fee, spread, valuation, or displayed balance shown through the AABBG Wallet may be approximate, delayed, estimated, or subject to change. The Company may rely on third-party pricing sources and does not guarantee that any displayed price or rate reflects a price available for purchase, sale, redemption, conversion, or transfer. The Company reserves the right to reject, cancel, delay, reverse, or correct any transaction affected by pricing errors, technical errors, display errors, market disruption, liquidity limitations, or suspected manipulation.

**5. Restrictions**

Except as expressly set out in this License or as permitted by any local law, you undertake:

- Not to copy the Software except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of backup or operational security;
- Not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
- Not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- Not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing;
- To keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- To include our copyright notice on all entire and partial copies you make of the Software on any medium.
- Not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person;
- To comply with all applicable technology control laws and regulations;
- To ensure that Your device(s) are fully updated and do not contain viruses, malware or otherwise malicious software;
- To ensure that Your use of the Wallet complies with local laws;
- Not to use the Wallet in a manner likely to interfere with other Wallet Users or servers (e.g. excessive API calls or network spam);
- Not to use the Wallet in a manner contrary to the laws of Your local laws.

Restricted Items/Services of use AABBG Wallet

The following items and/or services may not be bought or sold with our service(s):

- Illegal drugs and substances.
- Pornography featuring underage or unconsenting performers.
- Software or Website, Mobile Apps with malware, viruses, trojans, spoofing, etc.
- High-yield investment programs (HYIP)
- Content which may be:
    - Libellous or maliciously false;

- Infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right;
- Be in contempt of any court, or in breach of any court order;
- Be in breach of racial or religious hatred or discrimination legislation;
- Be untrue, false, inaccurate or misleading;
- Constitute spam;
- Be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory.

**6. Intellectual Property Rights**

**6.1** You acknowledge that all intellectual property rights in the Software and the Documents anywhere in the world belong to our Service Provider, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documents other than the right to use them in accordance with the terms of this License.

**6.2** You acknowledge that you have no right to have access to the Software in source code form.

**7.** Limitation of Liability

**7.1** All exclusions in this clause shall apply to the fullest extent permissible at law.

**7.2** The Software is provided to you on an “as is” basis. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this agreement.

**7.3** We and our Service Provider do not warrant that the functions contained in the Software will be uninterrupted or error free.

**7.4** We and our Service Provider will not be liable or responsible for any act or event beyond our control, including without limitation the matters listed in Risks.

**7.5** We and our Service Provider shall not in any circumstances have any liability for any losses or damages which may be suffered by you (or any person claiming under or through you), including but not limited to:

a - special damage

b - loss of profits

c - loss of anticipated savings

d - loss of business opportunity

e - loss of goodwill

f - loss of, or damage to (including corruption of), data, whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise.

**7.6** You shall comply with the License and shall indemnify us and our Service Provider against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses suffered or incurred by us arising out of or in connection with your breach of the License.

**7.7** You assume all costs if your use of the Software results in the need for servicing, repair or correction of equipment, software or data.

**7.8 Maximum Liability Cap.** To the fullest extent permitted by applicable law, the total aggregate liability of the Company, its affiliates, officers, directors, employees, agents, service providers, and licensors for any claim arising out of or relating to the AABBG Wallet, AABBG Tokens, the Services, or these Terms shall not exceed the greater of: (i) the fees actually paid by you to the Company for use of the Services during the twelve months preceding the event giving rise to the claim; or (ii) USD $100. This limitation applies regardless of the form of action, whether in contract, tort, negligence, strict liability, statute, equity, or otherwise.

**7.9 Risks.** These are the risks you acknowledge in using the AABBG Wallet:

Digital Accounting of Assets. AABBG Wallet uses the Algorand Blockchain as an accounting mechanism only. The gold products you have access to on the AABBG Wallet are accounted for on the blockchain and they are not protected by any government deposit protection schemes. Digital Assets software and providers are regularly subject to hacking attempts resulting in loss of funds.

**No Guarantee of Liquidity, Redemption, or Resale Value.** By purchasing or holding AABBG Tokens, you acknowledge and accept that AABBG Tokens do not come with any guarantee of liquidity, redemption, repurchase, buy-back availability, or resale value. The digital tokens are designed for use within the AABBG ecosystem and, as such, their liquidity is dependent on specific platform functionality, supported services, regulatory requirements, user eligibility, network availability, and market conditions, none of which can be guaranteed by the Company or its Service Provider. You further acknowledge that you may be unable to sell, redeem, exchange, convert, or transfer AABBG Tokens at any particular time, price, or at all, and that any value assigned to AABBG Tokens may fluctuate or decline.

**Third-Party Network and Infrastructure Risk.** The Company does not own or control the Algorand, Bitcoin, Ethereum, USDC, USDT, or other third-party networks, protocols, wallets, exchanges, validators, miners, nodes, bridges, custodians, liquidity providers, oracle providers, blockchain explorers, internet service providers, app stores, device manufacturers, or other third-party infrastructure. The Company is not responsible for delays, outages, forks, exploits, hacks, failed transactions, high network fees, smart contract errors, protocol changes, validator failures, congestion, chain reorganizations, or any loss caused by third-party systems or networks.

**Regulatory and Legal Risk.** Laws, regulations, regulatory guidance, enforcement priorities, tax rules, sanctions restrictions, and market practices relating to precious metals, digital assets, blockchain technology, wallets, stablecoins, and tokenized assets may change at any time. Such changes may adversely affect access to the Services, supported assets, transfers, liquidity, redemption, resale, pricing, taxes, reporting obligations, or the ability to use AABBG Tokens.

**Protocol failure and Disasters.** A protocol on the Algorand blockchain may fail and disaster may damage the blockchain, resulting in total loss of Users accounting records.

**Hack.** It is always possible that the Services' front-end, back-end, may be the victim of a successful hack. Organizations may attempt to interfere with our system/network in various ways, including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing which may result in damage, loss of your ability to temporarily access or control your assets. It is possible that in the future, certain laws, regulations, policies or rules relating to Precious Metals, blockchain technology, or blockchain applications may be implemented which directly or indirectly affect or restrict users' right to acquire, own, hold, sell, convert, trade, or use Precious Metals. Tax legislation relating to Precious Metals may expose Precious Metals holders to tax consequences associated with the use or trading of Precious Metals. Our Company is not responsible for any potential loss in case of issuer's problems. Potential purchasers should assess the nature of, and their own appetite for, relevant risks independently and consult their advisers before making any decisions.

**8. Termination**

**8.1** We or our Service Provider may terminate this License immediately at any time for whatever reason.

**8.2** Upon termination for any reason:

a - All rights granted to you under this License shall cease

b - You must immediately cease all activities authorised by this License

c - You must immediately delete or remove the Software from all computer and mobile equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

**9.** Politically Exposed Person

A politically exposed person (PEP) is an individual who is or has been entrusted with a prominent public function. PEP by association is when you are related, married, associated to a known PEP. You agree to the terms of all Company and Services programs, policies, and guidelines, including without limitation, the AML/KYC policy, not to be a PEP or a PEP by association. The Company reserves the right to terminate this agreement if it has enough information to confirm or suspect that you are a PEP or a PEP by association.

**10.** Communications Between us

**10.1** If you wish to contact us in writing you can e-mail at support@aabbgmine2token.com. We will confirm receipt of this by contacting you in writing, normally by e-mail.

**11. Other Important Terms**

**11.1** We or our Service Provider may transfer our rights and obligations under this License to another person or entity, but this will not affect your rights or our obligations under this License.

**11.2** You may only transfer your rights and your obligations under this License to another person only upon our advance written approval.

**11.3** This License constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this License. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this in this License.

**11.4** Waiver. No action or inaction of the company or our Service Provider should be considered a waiver of any right of the company. If we fail to insist that you perform any of your obligations under this License, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

**11.5** Our Company and our Service Provider shall assume no responsibility for any loss or damage that may be incurred due to the failed recovery of the wallet or not recording the recovery/backup passphrase (security code, recovery code), loss of data, erroneous transmission of Precious Metals, loss of recovery passphrase, leaked ID/password to third parties, and hacking by third parties.

**11.6** Each of the conditions of this License operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

**11.7 Taxes.** You are solely responsible for determining whether your purchase, sale, transfer, redemption, conversion, receipt, or use of AABBG Tokens or any other digital asset results in taxes, reporting obligations, withholding obligations, filings, or other legal duties. The Company does not provide tax, legal, accounting, investment, or financial advice. You should consult your own independent tax and legal advisers before engaging in any transaction.

**11.8** Regarding the contents of this license agreement, in the event that any difference or inconsistencies arise between the various translations, the English version shall prevail.

**12. Governing and Choice of Law**

This License, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by U.S. law. Any dispute, controversy, or claim arising out of or relating to this Agreement including any question regarding its existence, interpretation, validity, breach, or termination or the business relationship created by it shall be referred to and finally resolved by arbitration. The place of the arbitration shall be Las Vegas, NV. There shall be 1 arbitrator. The language of the arbitration shall be in English. An oral hearing need not be held. There will be no appeal from the decision of the Arbitral Tribunal on questions of fact, law, or mixed fact and law.

**Class Action Waiver.** You and the Company agree that any dispute, claim, or controversy shall be brought only on an individual basis and not as a plaintiff, claimant, class member, or representative in any class, collective, consolidated, representative, mass, or private attorney general action. The arbitrator may not consolidate claims of multiple users or preside over any form of class, collective, consolidated, or representative proceeding, unless required by applicable law.

Asia Broadband Inc. is a resource company focused on the production, supply, and sale of precious and base metals.