

Terms of Service Agreement

THIS TERMS OF SERVICE AGREEMENT ("Agreement") is made between the ABEY Foundation ("Company") and any person or entity ("User") who completes the process to download, utilize, or operate the software known as the ABEY Wallet application, and data processing service, application, communication service or other content or offered or provided with the software by the Company ("Software"). The Company and User are collectively referred to as the "Parties." BY CLICKING THE ACCEPTANCE BUTTON OR ACCESSING, USING OR INSTALLING ANY PART OF THE SOFTWARE, USER EXPRESSLY AGREES TO AND CONSENTS TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE USER SHALL NOT BE AUTHORIZED TO ACCESS, USE OR INSTALL ANY PART OF THE SOFTWARE.

1. Rights and Obligations

a. Description. The Software functions as an open source, digital cryptocurrency wallet enabling users to store ABEYCHAIN's native cryptocurrency, the ABEY token, as well as other cryptocurrencies. The Software does not constitute an account by which the Company or any other third parties serve as financial intermediaries or custodians of User's ABEY token or any other cryptocurrency. While the Software has undergone beta testing and continues to be improved by feedback from the developers community, open-source contributors and beta-testers, the Company cannot guarantee that there will be no bugs in the Software. User acknowledges that User's use of the Software is at User's risk, discretion and in compliance with all applicable laws. User is responsible for safekeeping User's passwords, PINs, private keys, redemption keys, shielded vending keys, backup recovery

mnemonic passphrases, passcodes and any other codes User uses to access the Software or any information, voucher, ABEY or other cryptocurrency unit. IF USER LOSES ACCESS TO USER'S CRYPTOCURRENCY WALLET OR PRIVATE KEYS AND HAS NOT SEPARATELY STORED A BACKUP OF USER'S CRYPTOCURRENCY WALLET OR BACKUP RECOVERY MNEMONIC PHRASE(S) AND CORRESPONDING PASSWORD(S), USER ACKNOWLEDGES AND AGREES THAT ANY ABEY OR ANY OTHER CRYPTOCURRENCIES USER HAS ASSOCIATED WITH THAT CRYPTOCURRENCY WALLET WILL BECOME INACCESSIBLE. All transaction requests are irreversible. The Company and its shareholders, directors, officers, employees, affiliates and agents cannot guarantee transaction confirmation or retrieve User's private keys or passwords if User loses or forgets them.

b. Accessibility. User agrees that from time to time the Software may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which the Company may undertake from time to time; or (iii) causes beyond the control of the Company or which are not reasonably foreseeable by the Company.

c. Equipment. User shall be solely responsible for providing, maintaining and ensuring compatibility with the Software, all hardware, software, electrical and other physical requirements for User's use of the Software, including, without limitation, telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to access and use the Software.

d. Security. User shall be solely responsible for the security, confidentiality and integrity of all information and content that User receives, transmits

through or stores on the Software. User shall be solely responsible for any authorized or unauthorized access to any account of User by any person. User agrees to bear all responsibility for the confidentiality of User's security devices, information, keys, and passwords.

e. Privacy. When reasonably practicable, the Company will attempt to respect User's privacy. The Company will not monitor, edit, or disclose any personal information about User or User's account, including its contents or User's use of the Software, without User's prior consent unless the Company believes in good faith that such action is necessary to: (i) comply with legal process or other legal requirements of any governmental authority; (ii) protect and defend the rights or property of the Company; (iii) enforce this Agreement; (iv) protect the interests of users of the Software other than User or any other person; or (v) operate or conduct maintenance and repair of the Company's services or equipment, including the Software as authorized by law. User has no expectation of privacy with respect to the Internet generally. User's IP address is transmitted and recorded with each message or other information User sends from the Software.

2. Taxes and Fees

All currency conversion charges, third party fees, sales, use, value-added, personal property or other tax, duty or levy of any kind, including interest and penalties thereon, whether imposed now or hereinafter by any governmental entity, and fees incurred by User by reason of User's access, use or installation of the Software shall be the sole responsibility of User.

3. User Representations

User represents and warrants to the Company that: (a) if User is a natural person, User is over the age of eighteen (18); (b) User has the power and authority to enter into and perform User's obligations under this Agreement; (c) all information provided by User to the Company is truthful, accurate and complete; (d) User will comply with all laws and regulations of any applicable jurisdiction with regard to User's access, use or installation of the Software; (e) User shall comply with all terms and conditions of this Agreement, including, without limitation, the provisions set forth at Section 4; and (f) User has provided and will provide accurate and complete information as required for access, use or installation of the Software.

4. Prohibited Uses

User is solely responsible for any and all acts and omissions that occur under User's account, security information, keys or password, and User agrees not to engage in unacceptable use of the Software, which includes, without limitation, use of the Software to: (a) disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial email; (b) disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (c) disseminate, store or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (d) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (e) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of any applicable jurisdiction, or without all required approvals, licenses or exemptions; (f) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Software or any other computer network; or

(g) disseminate, store or transmit viruses, Trojan horses or any other malicious code or program.

5. Termination

This Agreement is effective upon User's acceptance as set forth herein and shall continue in full force so long as User engages in any access, use or installation of the Software. The Company reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (a) remove or disable access to all or any portion of the Software; (b) suspend User's access to or use of all or any portion of the Software; and (c) terminate this Agreement.

6. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SOFTWARE IS AT USER'S SOLE RISK. THE COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES THE COMPANY MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SOFTWARE. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE OR INTEREST, OR WARRANTY OF NONINFRINGEMENT.

7. Limitation of Liability

IN NO EVENT SHALL THE COMPANY OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES OR AGENTS, OR

ANY OF ITS OR THEIR RESPECTIVE SERVICE PROVIDERS, BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE COMPANY OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OF ITS OR THEIR RESPECTIVE SERVICE PROVIDERS, BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM OR IN ANY WAY RELATED TO USER'S ACCESS, USE OR INSTALLATION OF THE SOFTWARE. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THUS THIS LIMITATION OF LIABILITY MAY NOT APPLY TO USER. IF USER IS DISSATISFIED WITH THE SOFTWARE, USER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR USER TO DISCONTINUE USE OF THE SOFTWARE.

8. Indemnification

User agrees to indemnify, hold harmless and defend the Company, including without limitation its shareholders, directors, officers, employees, licensees, agents, service providers, developers, associates, consultants, partners, and other affiliates, or group companies involved in the development, marketing, and/or distribution of the Software ("Indemnified Parties") from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) this Agreement; (b) User's access, use or installation of the Software, including any data or work transmitted or received by User; and (c) any unacceptable use of the Software by any person, including, without limitation, any statement, data or content made, transmitted or republished by User or any person which is prohibited as unacceptable under Section 4. THIS INDEMNIFICATION INCLUDES THE EXPRESS INDEMNIFICATION OF THE COMPANY AND ALL INDEMNIFIED PARTIES FOR ANY ALLEGED NEGLIGENCE (INCLUDING ANY ALLEGED GROSS NEGLIGENCE). OR OTHER ALLEGED MISCONDUCT OF THE COMPANY OR ANY INDEMNIFIED PARTIES.

9. Intellectual Property

The Company retains all right, title, and interest in and to all of the Company's brands, logos, and trademarks, including, but not limited to ABEY, ABEYCHAIN, ABEY Wallet, and variations of the wording of the aforementioned brands, logos, and trademarks. Some of the aforementioned brands, logos, and trademarks may be properties owned by and/or licensed to the Company by third parties.

10. Warnings

User acknowledges that the Company shall not be responsible for transferring, safeguarding, or maintaining private keys and/or User's ABEY or

any other cryptocurrency. If User and/or any co-signing authorities lose, mishandle, or have stolen associated private keys, or if User's cosigners refuse to provide requisite authority, User acknowledges that User may not be able to recover User's ABEY or any other cryptocurrency, and that the Company shall not be responsible for such loss.

User acknowledges and agrees that ABEY or any other cryptocurrency transactions facilitated by the Software and/or the Company may be delayed, and that the Company shall not be responsible for any associated loss. User acknowledges and agrees that the Company shall not be responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessible or linked to the Software and/or the Company.

User agrees that User should never share User's certificate with any natural or legal person, including the Company, the ABEY Foundation, or any other entity. Further, User acknowledges that sharing User's certificate may result in loss of User's ABEY or any other cryptocurrency held within the ABEY 2.0 Wallet, and User agrees that the Company shall not be responsible for such loss.

By using the Software, User acknowledges and agrees: (i) that the Company is not responsible for the operation of the underlying protocols and that the Company makes no guarantee of their functionality, security, or availability; and (ii) that the underlying protocols are subject to sudden changes in the underlying protocol's operating rules ("forks"), and that such forks may materially affect the value, and/or function of the ABEY or any other cryptocurrency that User stores on the Software.

In the event of a fork, User agrees that the Company may temporarily suspend the Software operations (with or without notice to User) and that the Company may, in its sole discretion, (a) configure or reconfigure its systems or (b) decide not to support (or cease supporting) the forked protocol entirely, provided, however, that User will have an opportunity to withdraw funds from the Software. User acknowledges and agrees that the Company assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

11. Miscellaneous

a. Amendment. The Company shall have the right, at any time and without notice, to add to or modify the terms of this Agreement, simply by delivering such amended terms to User by electronic message through any medium to any address provided to the Company by User. User's access to or use of the Software after the date such amended terms are delivered to User shall be deemed to constitute acceptance of such amended terms.

b. Severance. If any provision or part-provision of this Agreement is, or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Article shall not affect the validity and enforceability of the rest of this Agreement.

c. Entire Agreement – Disclaimer of Reliance. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the Parties. User expressly represents and warrants that it is not relying upon any

statements, understandings, representations, expectations or agreements other than those expressly set forth in this Agreement.

d. THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION. User agrees that any and all disputes or claims against any person arising out of or in any way related to this Agreement or the access, use or installation of the Software by User or any other person shall be subject to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The location of the arbitration shall be Lichtenstein. The language of the arbitration shall be English.

e. LANGUAGE. Any translation of this Agreement is made for purposes of local reference only and in the event of any inconsistency between the English and any non-English versions, the English version of this Agreement shall prevail and govern in all respects.