

# Terms and Conditions of ABC Stable Coin & Token Sale

These Terms and Conditions (the “Agreement”) contain the terms and conditions that govern the distribution of the ABC Coin & Token (the “ABC Coin & Token”).

The Agreement governs the relationship between you or the entity that you represent (the “User”, “you” and “your”) and run to Astro Brand Developers., a partnership registered under the laws of Australia, ABN (Australian Business Number) : (will be added) and having its registered address situated at 2041 Putty Road Bulga NSW 2330 Australia, together with its parent company, subsidiaries and affiliates, (the “Company”, “us”, and “our”).

You and the Company are hereinafter referred to, individually as a “Party”, and collectively as the “Parties”.

## **1. Definitions:**

- Account – online account created by the user on the Website;
- Block-chain – type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called nodes;
- Cryptocurrency – a digital asset designed to work as a medium of exchange using cryptography to secure the transactions and to control the creation of additional units of the currency;
- CARDANO – an open source block-chain platform;
- ADA – the name of the cryptocurrency ‘ether’ used within the CARDANO block-chain platform at <https://cardano.org/>;
- ABC Stable Coin & \$ Token – a cryptocurrency token created by the Company;
- Marketplace / Platform – the “Astro Pay Wallet & Platform” created by the Company;
- Services – any services provided by the Company and/or its affiliates, including the services available to registered Users on the Website;
- User – Subscriber of the ABC Stable Coin & Tokens;
- Valid KYC Documentation – KYC documentation that have been verified by the Company according to good practice and the Company’s procedures;
- Wallet – any type of wallet used for storage of cryptocurrencies;
- Website – <https://stake.astromegamall.com> & <https://astrobuxcoin.com> ;
- Whitepaper – the documents for the Astro Mega Mall and Astro Bux Coin are located on the Websites containing the ICO conditions and describing the Company’s project and business model.

## **2. About Astro Brand Developers:**

Astro Brand Developers will be an entire e-commerce system from the platform to sell on <https://www.astromegamall.com> (concept logo and landing) and <https://astrobuxcoin.com>

Ever since I started selling online we have tried to get an all in one solution. From design, sourcing products to sell from home or dropship or use our Fulfilment Services. And cheaper,

and cost viable alternative solution. To incorporate it into an entire e-commerce and payment solution and a concept where each store is independently owned by an individual or registered business. And to increase global reach and sales by using a partner model ( [www.dropshippartners.com.au](http://www.dropshippartners.com.au) ) and to develop a block-chain called Astro World Chain ( AWC ). Currently the ABC\$ Cash token is being put onto the [Cardano](https://cardano.org/) (ADA) Network block-chain. And is looking to get ABC\$ Coin Token onto [www.coinpayments.net](http://www.coinpayments.net).

The advantages that cryptocurrencies are attributed today, are something that Astro Pay has been able to offer right from the beginning: Anonymity as you won't need to use a credit or debit card to shop globally and will minimize cross border transactions and non-reversible payments.

Eighteen years of experience in the field of e-commerce and, payment systems has taught us what it takes to operate such a system reliably and offer our customers the highest level of security.

With the “new” Astro Pay, we will completely change the way people work with cryptocurrencies. Instead of using many different platforms, Astro Pay enables all relevant services to be accessed from one account with one registration. Our customers will make cryptocurrency payments just as simply as they are already used to with FIAT currencies like the AUD EURO and the USD. They will also get into De-Fi ( De-regulated Finance ) with the Coin and Token and also will be able to stake the COIN and receive returns between min 5% upto 10% depending what it is staked in. It is designed to look after stakeholders, and not greedy shareholders and venture capitalists.

Our customers can trade cryptocurrencies within the system, make payments in real time, swap directly into FIAT currencies by withdrawing cash to a verified bank account. Even payments to people who do not have a cryptocurrency wallet or an Astro Pay account will be possible.

Merchants can receive payment for their goods and services in ABC stable coin or \$ token and eliminate exchange rate risks through the automatic conversion updates as all payments will be pegged against the USD.

Businesses and individuals can use the Astro Brand Developers model. Using our DROPSHIPPING( [www.dropshippartners.com.au](http://www.dropshippartners.com.au) ) & GLOBAL SHIPPING ( [www.astroglobalship.com](http://www.astroglobalship.com) ) MODEL with our partner platform. The use cases are limitless and each company can utilize their own corporate identity to sell and get paid for goods and services globally.

A comprehensive API enables automated payments and e-commerce fulfilment – allowing direct integration into a company's own systems or can setup a new integration with our tools and resources.

The “new” Astro Brand Developers will offer:

- An alternative e-commerce solution complete with a payment gateway backed by our own stable coin and \$ token.
- A digital e-wallet payment system for non-transferable tokens.

- Regulated prepaid payment system for ABC Coin & Token.
- Own Astro Prepaid card system.
- An e-wallet that will access all merchants in the Astro Mega Mall accept payments in Astro Bux Coin (ABC).
- As there required KYC (Know Your Citizen) coins are not transferable to other people but can be withdrawn to a verified bank account linked to Business or Personal Account.
- An ICO Exchange

The funds raised through ICTS will be utilized to develop the Astro Mega Mall and Astro Pay platform, Marketplace development, marketing and sales, operations, administration and legal activities related to the development of the platform.

### **3. Acceptance of the Agreement:**

- This Agreement comes into effect at the moment you register on the Website.
- These terms and conditions constitute a legally binding agreement between you and the Company and govern your use of the Company’s Website. Please read these terms carefully.
- The Company reserves the right to make changes to these terms at any time without notice. Any such changes will become effective upon the posting of the revised Agreement on the Website and you are solely responsible for reviewing any such notice and the corresponding changes to the Agreement. Your continued use of the Website and/or the Services following any such revisions to the Agreement will constitute your acceptance of such changes.
- The Company shall have the right to change or remove the Website (temporarily or permanently) at any time without indicating the reasons to such changes or removal and you confirm that the Company shall not be liable to you for any such change or removal.
- Use of the Website and/or the Services is limited to parties that are eighteen (18) years of age or older and can lawfully enter into and form contracts under applicable law.

### **4. Your Account:**

- In order for you to be able to start using the Website, you must first register with the Company and open an account (“Account”). The Company will provide you with a unique login ID and password. The Company is entitled to refuse to register you without indicating any reasons.
- You agree that all information that you give us, such as, but not limited to, valid identification, address and email, during the term of validity of this Agreement is complete, true, correct and that you will immediately notify the Company of changes to such information or change such details by yourself on the Website.
- The Company reserves the right to suspend the usage of the Account until your identity is completely verified.
- It is your sole and exclusive responsibility to ensure that your login details are kept securely. You must not disclose your login details to anyone. This constitutes a breach of this Agreement. We recommend that you never share or disclose your Account information with anyone. You should create a complex and secure password, change your password from time to time and always log out when you are finished using the Account. We shall not be responsible for any

abuse or misuse of your Account by third parties due to your disclosure, whether intentional or accidental, active or passive, of your login details to any third party.

- You shall not use the Website for any purpose that is unlawful or prohibited by this Agreement and legal requirements. Your registration implies your confirmation and a guarantee that by using the Website, you will act honestly and, in such way, that it would meet the interests of both you and the Company. The Company reserves the right to refuse or close an Account without prior notice if the use of the Website is unlawful or unaccepted.

## 5. Your Obligations:

- A number of participation requirements set forth in the Website have to be met in order to be able to participate in the ABC ICTS. You can only participate in the ICTS within such stipulated period and in such manner as set forth in the Website.
- The Company has the right to refuse selling ABC Coin & Tokens to anyone who does not meet above mentioned criteria for their buying, as set out in this Agreement, the Website and by the applicable law.
- You understand and acknowledge that the purchase and sale of cryptocurrencies and tokens of any kind involve risk. Due to the constant price fluctuations of cryptocurrencies, the value of your assets may increase or decrease at any time.

## 6. The ICTS:

- The Company has created a fixed total supply of two billion (2,000,000,000.00) ABC Stable Coin \$0.075c USD based on the Cardano blockchain. Initial sale will be for 500 million ABC Stable Coin
- A total of a maximum of 40 billion total (40,000,000,000.00) ABC\$ Cash Tokens @ \$0.002c USD will be put up for distribution, against a contribution. Initial offer will be for 10 billion + 20% Bonus **ABC\$ Cash Tokens**
- The ICTS will be conducted over three stages:
  - Private sale;
  - Presale;
  - Public sale.
- The presale round is planned to start on the 15<sup>th</sup> Nov 2021 and last till 15<sup>th</sup> January 2022.
- The public sale round is planned to start on the 1<sup>st</sup> Feb 2022 and to last till 30<sup>th</sup> June 2022, or until the hard cap is reached, whichever happens sooner.
- The maximum amount of all of the contributors, including private presale, cannot exceed 2 Billion ABC Stable Coin and 40 billion ABC\$ Cash Tokens (Hard Cap)
- The Company will launch the TGE only in exchange for USD, BTC and various other crypto as per website. The Company may decide, at its own discretion, to accept other cryptocurrencies and other methods of payment, as may be communicated by the Company to you, before purchasing ABC Stable Coin & Token. Any cryptocurrency other than ETH or other method of payment, which has not been expressly approved by the Company, used to send funds to the address of the Company once the ICTS has started, will not be refunded.
- Every contributor to the ABC Stable Coin & Token Sale must undergo account verification (KYC) as may be indicated by the Company.
- The ICTS shall start on 15<sup>th</sup> Nov 2021 and end on 31<sup>st</sup> Jan 2022

## **7. ABC Stable Coin & Tokens Rights and Attributes:**

- The ABC\$ Cash Tokens may be used by you as an instrument of payment for purchases made on the Astro Pay Platform & e-wallet.
- Your use of ABC Stable Coin & Token shall be subject to the Terms and Conditions of the Platform made available on the Website.
- There are no guarantees of the future use or value of SPT Tokens, which can be zero.
- Although the Company shall endeavour to provide or offer you with the products or services described in this section, the Company shall not be bound to do so.
- You cannot expect to make a profit from ABC Stable Coin & Token and shall have no expectation of profit from the future success of the Company's business and/or the efforts of the Company or other persons. The Company's value depends on your active involvement in using and promoting it.
- ABC Stable Coin & Tokens are not shares of the Company. They do not represent ownership interests or grant ownership, control and voting rights in the Company, nor do they grant any rights to receive a share of the Company's profit. Unless specifically stipulated in future offerings or investment opportunities.
- It is within the Company's discretion to unilaterally make decisions on spending, investing and otherwise using the funds received during the ICTS.
- ABC Stable Coin & Tokens may be used for transactions, de-fiat and payments for goods or services with either stable coin or token.
- The Company is not obliged to redeem ABC Stable Coin or Tokens in any case.
- The sale of ABC Stable Coin or Tokens and the ABC Stable Coin or Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of ABC Stable Coin or Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the Whitepaper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.
- You should not purchase ABC Stable Coin or Tokens for investment purposes. Such tokens are not designed for investment purposes and should not be considered as a type of investment. You acknowledge, understand and agree that holding ABC Stable Coin or Tokens does not constitute a guarantee, representation or warranty that the holder will be able to use the Company, or receive any tokens utilized by the Company.
- You acknowledge and agree that you are not purchasing ABC Stable Coin or Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.
- You acknowledge that all purchases of ABC Stable Coin or Tokens are final and non-refundable, and the Company is not required to provide a refund for any reason and that you will not receive money or other compensation in lieu of a refund, and you consent to no right of withdrawal from the ICTS.
- If there are any regulations imposed that may affect ABC Stable Coin or Tokens rights and attributes, the terms and conditions of this Agreement and other terms regulating the usage of ABC Stable Coin or Tokens may be changed significantly by the Company to ensure compliance with such regulatory requirements.

## 8. Security and Data, Taxes:

- You will implement reasonable and appropriate measures designed to secure access to:
- any device associated and utilized in connection with your purchase of ABC Stable Coin or Tokens;
- private keys to your wallet or Account;
- any other username, passwords or other login or identifying credentials.
- In the event that you are no longer in possession of your private keys or any device associated with your Account, you may lose all of your private keys to your wallet or Account;
- and any other username, passwords or other login or identifying credentials.
- In the event that you are no longer in possession of your private keys and/or access to your Account.
- The Company is under no obligation to recover any possession of your private that have been lost, stolen or destroyed due to your failure or negligence in maintaining appropriate level of security in accordance with this sub-clause.
- Upon the Company's request, you will immediately provide to the Company, information and documents that the Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation, judicial process. Such documents include, but are not limited to, copies of a passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. You consent to the Company disclosing such information and documents to comply with applicable laws, regulations, rules or agreements. You acknowledge that the Company may refuse to distribute failure or negligence to you until such requested information is provided.
- You acknowledge, understand and agree that:
- the purchase and receipt of ABC Stable Coin or Tokens may have tax implications for you;
- you are solely responsible for your compliance with tax obligations;
- and the Company bears no liability or responsibility with respect to any of your tax obligations.

## 9. Risks:

- YOU ACKNOWLEDGE AND UNDERSTAND THE RISKS SET OUT IN THIS CLAUSE AND THAT SPT TOKENS HAVE NO VALUE. YOU MAY LOSE ALL AMOUNTS PAID. ACCORDINGLY, YOU HAVE CAREFULLY REVIEWED AND ACKNOWLEDGE, UNDERSTAND AND ASSUME THE RISKS SET OUT IN THIS CLAUSE, AS WELL AS OTHER RISKS ASSOCIATED WITH THE SPT TOKENS (INCLUDING ALL THOSE WHICH ARE NOT SET OUT IN THIS AGREEMENT), ALL OF WHICH WOULD RENDER THE SPT TOKENS WORTHLESS OR OF LITTLE VALUE.
- ABC Stable Coin or Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, intellectual property rights or any other form of participation relating to the Company.
- Cardano Block-chain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Cardano network to gain an advantage in purchasing cryptographic tokens. You acknowledge and understand that Cardano block producers may not include your transaction when you want, and your transaction may not be included at all.
- You acknowledge, understand and agree that ABC Stable Coin or Tokens may have no value, there is no guarantee or representation of liquidity for the ABC Stable Coin or Tokens SPT

Tokens; and that the Company is not and shall not be responsible or liable for the market value of ABC Stable Coin or Tokens, the transferability and/or liquidity of SPT Tokens and/or the availability of any market for ABC Stable Coin or Tokens through third parties or otherwise.

- As tokens, Your use of ABC Stable Coin & Token shall be subject to the Terms and Conditions of the Platform made available on the Website.
- May be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Cardano platform rests on open source software and tokens are based on open source software, there is the risk that smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the tokens or result in the loss of your tokens, the loss of your ability to access or control your tokens or the loss of SPT in your Account. In the event of such a software bug or weakness, there may be no remedy and holders of tokens are not guaranteed any remedy, refund or compensation.
- ABC Stable Coin & Token purchased by you may be held in your digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault will result in loss of such ABC Stable Coin & Token, access to your ABC Stable Coin & Token balance and/or any initial balances in block-chains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service you use, may be able to misappropriate your tokens. The Company is not responsible for any such losses.
- The Company's software and platform and all the matters set forth in the Whitepaper are new and untested. The software might not be capable of completion, implementation or adoption. It is possible that no block-chain utilizing the software will be ever launched and there may never be an operational platform. You should not rely on the software or the ability to receive tokens associated with the platform in the future. Even if the software is completed, implemented and adopted, it might not function as intended, and any tokens associated with a block-chain adopting the software may not have the functionality that is desirable or valuable. Also, technology is changing rapidly, so the ABC Stable Coin & Token and any tokens transferable on the platform may become outdated.
- Even if completed, the software will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that such third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the software and platform.
- If you fail to map a public key to your Account, this may result in third parties being unable to recognize your token balance on the Cardano block-chain when and if they configure the initial balances of a new block-chain based upon the software of which the Company makes no representation or guarantee.
- The software is still under development and may undergo significant changes over time. Although the Company intends for the software to have the features and specifications set forth in the Whitepaper, the Company may make changes to such features and specifications for any number of reasons, and any party that adopts the software and launches the Platform may also make changes, any of which may imply that the platform does not meet your expectations.

- The development of the software may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.
- Even if the software is finished and adopted and the Platform is launched, the ongoing success of the platform relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be enough interest or participation in the platform.
- The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, block-chain technology and its applications. Such changes could negatively impact tokens in various ways, including, for example, through a determination that tokens are regulated financial instruments that require registration. The Company may cease the distribution of tokens, the development of the software or cease operations in a particular jurisdiction if governmental actions make it unlawful or commercially undesirable to continue to do so.
- FOR THE AVOIDANCE OF ANY DOUBT, RESIDENTS AND CITIZENS OF ANY JURISDICTION THAT FORBIDS OR RESTRICTS THE PARTICIPATION IN INITIAL TOKEN SALES, ARE NOT PERMITTED TO PARTICIPATE IN THE SPT TOKEN SALE. THE COMPANY WILL UNDERTAKE ITS BEST EFFORTS TO RESTRICT THE POSSIBILITY OF SUCH RESIDENTS AND CITIZENS FROM PARTICIPATING IN THE SPT TOKEN SALE. ANY ATTEMPT TO CIRCUMVENT THIS AGREEMENT WILL RESULT IN SPT TOKENS NOT BEING ISSUED, AND THE PAYMENT THEREOF BEING RETURNED TO YOU. THE COMPANY RESERVES THE RIGHT TO STILL CHARGE A PROCESSING FEE WHEN YOU ARE FOUND TO BE IN BREACH OF THIS AGREEMENT.
- As noted above, the industry in which the Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of the Company and/or pursue enforcement actions against the Company. Such governmental activities may or may not be the result of targeting the Company in particular. All of this may subject the Company to judgments, settlements, fines or penalties, or cause the Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm the Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the ABC Stable Coin & Token and/or the development of the software.

## **10. Liability and Indemnification:**

- To the fullest extent permitted by applicable law, you hereby waive and disclaim any right or cause of action against the Company in any jurisdiction that would give rise to any damages. The Company shall not be liable to you for any type of damages, even if and notwithstanding the extent that the Company has been advised of the possibility of such damages. You agree not to seek any refund, compensation or reimbursement from the Company, regardless of the reason and regardless of whether the reason is identified in this Agreement.
- In no circumstances will the aggregate liability of the Company, whether in contract, warrant, tort or otherwise, for damages to you under this Agreement, exceed the amount received by the Company from you.



- You understand and agree that the Company shall not be liable and you shall be responsible for all liability in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interests rates or other monetary conditions, and, for the avoidance of doubt, changes to any block-chain-related protocol.
- To the fullest extent permitted by applicable law, you release the Company from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts of omissions of third parties.
- To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless and reimburse the Company from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by the Company arising from or relating to:
  - your purchase or use of ABC Stable Coin & Token;
  - your responsibilities or obligations under this Agreement;
  - your breach of or violation of this Agreement;
  - any inaccuracy in any representation or warranty by you;
  - your violation of any rights of any other person or entity; and/or;
  - any act or omission committed by you, that is negligent, unlawful or constitutes willful misconduct.
- The Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

## **11. Disclaimers and waivers:**

- You expressly acknowledge, understand and agree that the purchasing and using of SPT Tokens is done at your own sole risk and that ABC Stable Coin & Token are provided, used and acquired on an “AS IS” and on an “AS AVAILABLE” basis without representations, warranties, promises or guarantees whatsoever of any kind by the Company and you shall rely on its own examination and investigation thereof.
- THE COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND WITH RESPECT TO THE DISTRIBUTION OF THE SPT TOKENS , THE COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

## 12. Security:

- You are responsible for maintaining the confidentiality and security of your Account ID and password and accept responsibility for all activities that occur under your Account or password. You must notify the Company immediately if the security of your login or password has been breached or compromised.
- You are also responsible for maintaining adequate security and control of any and all identification numbers, private keys, or any other codes that you use to access the Website and/or use of the ABC Stable Coin & Token.
- You agree not to hold the Company liable for any loss arising out of, or in any way connected to, your failure to properly secure and keep private your Account information, email address, any password, private keys and any other identification numbers/codes used in connection with participation in the ICTS and usage of the ABC Stable Coin & Token.
- The Company shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.
- The Company does not guarantee the confidentiality or privacy of any communication or information transmitted on the Website or any site linked to the Website. The Company will not be liable for the privacy or security of information, e-mail addresses, registration and identification information, disk space, communications, confidential or proprietary information, or any other content transmitted over networks accessed by the site, or otherwise connected with your use of the Website.

## 13. Privacy policy:

- In order to participate in the ICTS and use of ABC Stable Coin & Token, you understand and acknowledge that you must provide your personal data in order to be able to register and make use of our Website.
- We may integrate a third-party tool for the carrying out of KYC/AML checks on our contributors and early adopters. You acknowledge that in collecting your personal details as stated in Section 13.1, the third-party provider will protect your personal data and respect your privacy in accordance with best business practices and all applicable laws.
- You permit the transfer of your personal data to the Company by the third-party provider, which may be done at the discretion of the Company. When gaining access to your personal data the Company will protect your personal data and respect your privacy in accordance with best business practices and all applicable laws.
- Your personal data that you provide will be used to identify you as the token holder and to execute this Agreement.
- You confirm that you have entered correct data about yourself in every required form and that going forward, when changing or adding any data on the Website, you will enter only correct data. You shall bear any losses that occur regarding the submission of invalid/incorrect data.
- The Company may use your personal data for direct marketing purposes if you give your consent in the registration form. You can withdraw such consent at any time.
- The Company may, at any time and in its own discretion, adopt a separate Privacy Policy and you must consent to that Privacy Policy. Our Privacy Policy sets out all the necessary information on how we collect and process your personal data by our Website. You can read our Privacy Policy [here](#).

## 14. Right of cancellation:

- ONLY FOR CONSUMERS RESIDING IN THE EU:

You have the right to withdraw from this contract within 21 days without giving any reason. The cancellation period is 21 days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the goods. In order to exercise your right of withdrawal, you must contact us

Astro Brand Developers  
2041 Putty Road  
BULGA NSW 2330 AUSTRALIA

Phone: +61 497 690 000  
Email: ico@s-pay.meby

means of a clear statement (e.g., a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the enclosed sample cancellation form for this purpose, but this is not mandatory. To meet the cancellation deadline, it is sufficient for you to send the notification that you are exercising your right of cancellation before the cancellation period has expired.

- Consequences of the withdrawal. If you withdraw from this contract, we will have given you all payments that we have received from you, including delivery costs (with the exception of the additional costs that result from choosing a different type of delivery than the cheapest standard delivery offered by us have), to be repaid immediately and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment we use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; In no case will you be charged any fees for this repayment. We can refuse the repayment until we have received the goods back or until you have provided evidence that you have sent the goods back, whichever is earlier. You have to return or hand over the goods immediately and in any case not later than 21 days from the day on which you inform us of the cancellation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired. You bear the direct costs of returning the goods. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary to check the nature, properties and functionality of the goods.
- Withdrawal form  
If you want to cancel the contract, please fill out this form and send it back to:

Astro Brand Developers  
2041 Putty Road  
BULGA NSW 2330  
AUSTRALIA  
Phone: +61 497 690 000  
Email: ico@s-pay.me-

I / we ( \* ) hereby revoke the contract concluded by me / us ( \* ) for the purchase of the

following goods ( \* ) / the provision of the following service ( \* )

- Ordered on ( \* ) / received on ( \* )
- Name of the consumer (s)
- Address of the consumer (s)
- Signature of the consumer (s) (only if this is communicated on paper)
- Date

( \* ) Delete where inapplicable.

## **15. No other rights created:**

- This is not a loan to the Company and this does not provide you with any ownership or other interest in the Company.
- The Company retains all rights to, titles and interests in, all of its intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based there on. You may not use any of the Company's intellectual property for any reason without the Company's prior written consent.

## **16. Your representations and warranties:**

- By purchasing the ABC Stable Coin & Token you covenant, represent and warrant to the Company that you have all the requisite power and authority to execute and deliver this Agreement, to use and purchase ABC Stable Coin & Token and to carry out and perform the obligations under this Agreement. Accordingly, if you are an individual, you shall represent and warrant that you are at least 18 years old and of sufficient legal age and capacity to purchase the ABC Stable Coin & Token. If you are a legal person, you are duly organized, validly existing and in good standing under the laws of your domiciliary jurisdiction, and every other jurisdiction where you conduct your business.
- The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice:
  - any provision of your organizational documents, if applicable;
  - any provision of any judgement, decree or order, by which you are bound of or by which any of your assets are subject to;
  - any material agreement, obligation, duty or commitment to which you are a party of and by which you are bound to;
  - or any laws, regulations or rules applicable to you.
- The execution and delivery of, and performance under this Agreement requires no approval or other action from any governmental authority or person other than you.
- You are legally permitted to participate in the ICTS and you are legally permitted to receive and hold cryptocurrencies and tokens.
- You have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of block-chain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), block-chain based software systems and block-chain technology, to be able to evaluate the risks and merits of your token

purchase and are able to bear the risks thereof, including loss of all the amounts paid, loss of tokens and liability towards the Company for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or wilful misconduct. You have obtained enough information in order to make an informed decision to purchase SPT Tokens.

- You attest that you are not a criminal, are not associated with any criminal activity, and that all funds that are used by you in connection with the ITS and SPT Tokens purchase are free from any criminal association, are not the proceeds of crime, and are not derived from any criminal activity. You shall not use the ABC Stable Coin & Token to finance, engage in, or otherwise support any unlawful activities.
- To the extent required by applicable law, you must comply with all anti-money laundering and counter-terrorism financing requirements.
- You hereby certify to us that any funds used by you in connection with participation in the TGE are either owned by you or that you are validly authorized to carry out transactions using such funds.

## **17. Termination of agreement:**

- The term of this Agreement is for a period of time when you successfully register for the Account until this Agreement is terminated for whatever reason. Account cancellation shall mean the Agreement termination.
- At any time and for any reason in its sole discretion, the Company may terminate this Agreement, your access to the ICTS and/or the Website, your Account and may halt any pending transactions and/or funds and/or tokens without giving notice to you. The Company shall have no liability or obligation for the termination of this Agreement.
- In case of termination of this Agreement for any reason you will not be refunded with any amount of ABC Stable Coin & Token.

## **18. Dispute Resolution, Applicable law and Jurisdiction:**

- You and the Company shall cooperate in good faith to resolve any dispute, controversy or claim (including non-contractual disputes or claims) arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof. If the Parties are unable to resolve a dispute within ninety (90) days of notice of such dispute being received by all Parties, such dispute shall be finally settled by Binding Arbitration as defined in Section 17.2.
- Each Party irrevocably agrees that any dispute not resolved within ninety (90) days as set forth in Section 17.1 shall be finally settled by arbitration in accordance with the regulations of Australia International Arbitration Act 1974 and the assistance of the Sydney Court of International Arbitration (SCIA) as at present in force, which shall be deemed to be incorporated by reference into this Agreement. The number of arbitrators shall be one. The place of arbitration shall be Sydney Australia. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 17.4 herein. The arbitration award shall be final and binding on the Parties. The Parties undertake to carry out any award without delay and waive their right to any form of recourse

insofar as such waiver can validly be made. Judgement upon the award may be entered by any court having jurisdiction thereof and having jurisdiction over the relevant Party or its assets. The Company and you will each pay their own respective attorneys' fees and expenses.

- Any dispute arising out of or related to this Agreement is personal to you and the Company and shall not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempt to resolve a dispute as a representative of another individual or group of individuals. Furthermore, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
- This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the Laws of Australia, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

## 19. Miscellaneous provisions:

- You shall not assign this Agreement without the prior written consent of the Company. Any assignment or transfer in violation of this Section will be void. The Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.
- This Agreement and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by the Company about the ABC Stable Coin & Token, the Company software and platform and other block-chain tokens.
- If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
- The digital token market is still in its relative infancy and there is not yet a uniform marked understanding or agreement on the nature of digital tokens. Given that the legislative and regulatory framework for ICOs and cryptocurrencies in Australia is currently being discussed, the Company will endeavour to comply with any law or obtain any license which may become applicable to its ICO and/or cryptocurrency-related activities at a future date.

The Company may change, amend, delete or add to this Agreement or any of the terms and conditions contained in any policies or rules governing the Website at any time and in its sole discretion. Any such modified terms will become effective upon the posting of the revised terms or such policies and rules to the Agreement. It is your responsibility to check the Website regularly for modifications to this Agreement. Your continued use of the SPT Tokens, the Website and of any other service provided by the Company will constitute acceptance of such changes.

