

# Terms and Conditions

## **BroadcastWallet.com (Tempes – BGG Token Platform)**

**Effective Date: March 7, 2026**

**Last Updated: March 7, 2026**

These Terms and Conditions (“Terms”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and the operator of BroadcastWallet.com and [americanex1.com](https://americanex1.com) (the “Website,” “Platform,” “BroadcastWallet,” “we,” “us,” or “our”), governing your access to and use of the Website, all sub-domains, related mobile applications (if any), and any services, features, content, or tools made available through it (collectively, the “Services”).

The Platform provides information and access to the **Tempes (BGG) Token** ecosystem — an AI-powered decentralized finance (“DeFi”) token with fixed supply of 10,000,000 BGG tokens. Services include informational resources, predictive analytics descriptions, smart risk assessment tools (informational only), staking & rewards mechanisms (via integrated smart contracts), liquidity provisioning opportunities, trustless DEX transactions, and community features.

**BY ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS.** If you do not agree, you must immediately cease all use of the Platform.

We may revise these Terms at any time. Material changes will be posted with a new “Last Updated” date and may be notified via Website banner, email (if provided), or in-app notice. Your continued use after changes constitutes acceptance. It is your responsibility to review these Terms periodically.

### **1. Eligibility and User Representations**

You represent and warrant that:

- You are at least 18 years old (or the age of majority in your jurisdiction) and have full legal capacity.
- You are not a resident or citizen of any jurisdiction where access to or use of the Services is prohibited by law (including, but not limited to, sanctioned countries under U.S. OFAC, Canadian sanctions lists, or any jurisdiction where cryptographic tokens are restricted).
- You are not on any U.S., Canadian, or international sanctions list.
- Your use will comply with all applicable laws, including securities, anti-money laundering (AML), counter-terrorism financing (CTF), and tax laws.

- You are solely responsible for ensuring compliance with your local laws regarding cryptocurrency, staking, and DeFi participation.

**We reserve the right to restrict access** from any jurisdiction at our sole discretion without notice.

## 2. Description of Services

The Platform is an informational and interactive interface for the Tempes (BGG) ecosystem. Key features include:

- Access to information about BGG Token utility (AI-powered analytics, smart risk assessment, ecosystem optimization, staking rewards, liquidity provisioning, and trustless DEX transactions).
- Staking interface (where available) for earning rewards by locking BGG tokens in smart contracts.
- Community and login features (e.g., wallet connection for interaction with on-chain elements).
- Informational tools describing predictive analytics and risk assessment powered by AI.

**IMPORTANT:** The Platform itself does **not** custody assets, hold private keys, execute trades, or provide brokerage services. All on-chain interactions occur directly with third-party smart contracts and external wallets (e.g., MetaMask, WalletConnect). We are **not** a wallet provider, exchange, or custodian.

## 3. Non-Custodial Nature and Blockchain Risks

The Services are fully decentralized and non-custodial. You retain sole control over your private keys, seed phrases, and digital assets. We have **no access** to, and bear **no responsibility** for, any loss of funds due to:

- Lost or compromised private keys
- Smart contract vulnerabilities or exploits
- Blockchain network failures, forks, congestion, or attacks
- User error (incorrect wallet addresses, gas settings, etc.)
- Third-party wallet or DEX failures

All blockchain transactions are irreversible. You acknowledge that blockchain technology is experimental and carries inherent risks.

## 4. Account Registration and Security

Certain features require login or wallet connection. You agree to:

- Provide accurate, current, and complete information.
- Maintain the confidentiality of your account credentials and wallet access.
- Immediately notify us of any unauthorized access.
- Be solely responsible for all activities under your account or connected wallet.

We are not liable for any loss arising from your failure to secure your credentials or wallet.

## 5. Token Utility and Purchase / Staking

BGG Token is a **utility token** designed for access to AI-powered analytics, staking rewards, liquidity provision, and ecosystem participation within the Tempes decentralized ecosystem. It is **not** offered as an investment, security, or financial instrument.

- **No Guarantee of Value:** Token value may fluctuate dramatically or go to zero. Past performance (if any) is not indicative of future results.
- **Staking Risks:** Staking involves locking tokens in smart contracts. Rewards are not guaranteed and may be reduced by slashing, network changes, or smart contract bugs.
- **Liquidity Provision:** Providing liquidity on DEXs exposes you to impermanent loss and smart contract risks.
- **No Refund Policy:** All token purchases, contributions, or staking are final. No refunds will be issued.

We make **no representations** regarding the legality, suitability, or profitability of acquiring, holding, staking, or using BGG Tokens.

## 6. Prohibited Conduct

You agree not to:

- Use the Services for any illegal purpose or in violation of any law (including AML/CTF, securities, or sanctions laws).
- Engage in money laundering, terrorist financing, or fraudulent activity.
- Attempt to interfere with, hack, or exploit any smart contract or the Platform.
- Use bots, scripts, or automated tools to scrape, collect data, or interact with the Services (except approved API use, if any).
- Post false, misleading, or defamatory content in community areas.
- Impersonate any person or entity.

- Distribute spam, malware, or unsolicited promotions.

Violation may result in immediate suspension or termination of access, and we may report to law enforcement.

## **7. Intellectual Property**

All content on the Platform (text, graphics, logos, AI descriptions, code, smart contract interfaces) is owned by us or our licensors and protected by copyright, trademark, and other intellectual property laws. You are granted a limited, revocable, non-exclusive, non-transferable license to access and use the Services for personal, non-commercial purposes only.

You retain ownership of your content and wallet data, but grant us a worldwide, royalty-free license to use, display, and process any content you upload or broadcast (e.g., community posts).

## **8. Disclaimers and No Financial Advice**

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR UNINTERRUPTED ACCESS).

**We are not financial advisors, investment advisors, or fiduciaries.** Any information, analytics, or risk assessments provided are for informational and educational purposes only and do **not** constitute investment, tax, legal, or financial advice. The AI-powered tools are experimental and may produce inaccurate or incomplete outputs.

You are solely responsible for your own due diligence, tax obligations, and financial decisions. Crypto assets are highly volatile and may be subject to extreme loss.

## **9. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE, OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS, DATA, OR ASSETS) ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Our total aggregate liability shall not exceed the greater of (i) USD \$100 or (ii) amounts you paid us (if any) in the preceding 12 months.

## **10. Indemnification**

You agree to indemnify, defend, and hold us harmless from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising from:

- Your use or misuse of the Services
- Your violation of these Terms
- Your violation of any law or third-party rights
- Any content or transactions associated with your wallet or account

## **11. Termination**

We may suspend or terminate your access to the Services at any time, with or without cause or notice, including for breach of these Terms. Upon termination, all rights granted to you cease immediately. Sections surviving termination include Risk Disclosures, Limitation of Liability, Indemnification, Governing Law, and any ongoing obligations.

## **12. Governing Law and Dispute Resolution**

These Terms are governed by and construed in accordance with the laws of the **State of Delaware, United States**, without regard to conflict of laws principles.

**Binding Arbitration:** Any dispute arising out of or relating to these Terms or the Services shall be resolved exclusively through binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, in Delaware. Arbitration shall be conducted on an individual basis; class actions, class arbitrations, or representative actions are expressly waived.

You agree to waive any right to a jury trial. For Canadian residents, you additionally acknowledge that these Terms comply with applicable provincial laws where possible, but U.S. arbitration applies.

## **13. International Users and Compliance**

If you are accessing from Canada, you acknowledge that your personal information may be transferred to and processed in the United States. You agree to comply with all Canadian federal and provincial laws (including PIPEDA and AML/CTF obligations).

Users outside the U.S. and Canada are responsible for compliance with local laws.

## **14. Miscellaneous**

- **Severability:** If any provision is held invalid, the remainder remains in full force.
- **No Waiver:** Our failure to enforce any right does not waive it.

- **Entire Agreement:** These Terms (together with our Privacy Policy) constitute the entire agreement.
- **Force Majeure:** We are not liable for delays or failures due to events beyond our control (e.g., blockchain outages, hacks, regulatory changes).
- **Assignment:** We may assign these Terms; you may not.

## 15. Contact Us

For questions regarding these Terms: Email: [legal@broadcastwallet.com](mailto:legal@broadcastwallet.com) Website: <https://broadcastwallet.com/> (use the contact or community form)

By using BroadcastWallet.com, [americanex1.com](https://americanex1.com) you acknowledge the extreme risks of cryptocurrency and DeFi, confirm that you are participating at your own risk, and agree that neither the Platform nor any affiliated entity shall be liable for any losses.