

Terms & Conditions

1.1 Introduction

These Terms & Conditions (“Terms”) govern your access to and use of the Ask Gina website, platform, and Services (together, the “Services”). By accessing or using our Services, you agree to be legally bound by these Terms.

1.2 Eligibility

1. **Age Requirement:** You must be at least 18 years old (or the age of majority in your jurisdiction) to use our Services.
2. **Compliance:** You must comply with all applicable local, state, national, and international laws, including, without limitation, sanctions, export laws, tax regulations, and AML/KYC requirements.

1.3 Nature of Services; No Custody of Funds

1. **Non-Custodial:** We do not hold or control your assets. The Services enable you to interact directly with blockchain networks through a smart wallet generated on your behalf. You retain full control over your private keys.
2. **Risk Acknowledgment:** Transactions on blockchain networks can be irreversible and carry inherent risks (e.g., price volatility, smart contract vulnerabilities). You agree that you are fully responsible for your transaction decisions.
3. **No Investment Advice:** Ask Gina, or any of its representatives, does **not** provide investment, financial, or legal advice. You should consult your own professional advisors before making any investment or financial decisions.

1.4 Prohibited Conduct

You agree **not** to:

1. Use our Services in any manner that violates applicable laws, regulations, or sanctions regimes.
2. Attempt to gain unauthorized access to our systems or any other user’s account.
3. Transmit any viruses, worms, or other malicious software.
4. Engage in harassing, threatening, or defamatory conduct.
5. Use the Services for fraudulent or illegal activity, including money laundering or terrorist financing.

1.5 User Responsibilities

1. **Account Security:** You are responsible for keeping your private keys, recovery phrases, and other account credentials secure.

2. **Accurate Information:** You agree to provide accurate and up-to-date information when interacting with our Services.
3. **Liability for Transactions:** You are fully responsible for any transactions initiated through the Services, including verifying contract addresses, transaction details, and fees.

1.6 AML and Sanctions Compliance

1. **Screening:** We reserve the right to screen users against sanctions lists (e.g., OFAC, UN, UK sanctions lists) and block or restrict access where required by law.
2. **Reporting:** We may report suspicious activity to the relevant authorities in compliance with our legal obligations.

1.7 Intellectual Property Rights

All content, trademarks, and other materials displayed on or available through our Services are the property of Ask Gina or its licensors. You may not use, reproduce, or distribute any such materials without our prior written consent.

1.8 Disclaimer of Warranties

Our Services are provided on an “**as is**” and “**as available**” basis, without warranties of any kind, express or implied. We do not guarantee that the Services will be uninterrupted, secure, or error-free. To the fullest extent permitted by law, we disclaim all warranties, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

You acknowledge and agree that the Ask Gina Services are currently in beta and you are participating in a trial at your own risk. This means that certain features may not be fully functional, there might be unexpected bugs or errors, and the Services may be subject to changes or discontinuation without notice. You understand that things may break, and you assume all risks associated with using the beta version of the Services.

1.9 Limitation of Liability

To the fullest extent permitted by applicable law, Ask Gina (including our affiliates, directors, employees, and agents) will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your access to or use of our Services. This includes, without limitation, any loss of profits, data, or goodwill, or any blockchain-related losses (e.g., stolen funds, incorrect transactions, smart contract failures).

1.10 Indemnification

You agree to indemnify, defend, and hold harmless Ask Gina and its affiliates, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable legal fees) arising out of or in connection with:

1. Your violation of these Terms.
2. Your use or misuse of our Services.
3. Your violation of any law or regulation.

1.11 Termination

We reserve the right to suspend or terminate your access to our Services at any time and without notice if we believe you have violated these Terms or any applicable law, or if we cease to offer the Services. You will still have access to your noncustodial wallet that is generated for you thereafter.

1.12 Governing Law and Dispute Resolution

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim.

1.13 Changes to these Terms

We may revise these Terms from time to time. If we make substantial changes, we will provide notice on our website or via email. By continuing to use our Services after such changes, you agree to be bound by the updated Terms.

1.14 Contact Us

For questions about these Terms & Conditions, please contact us at: info@tybb.io