

# Capybara Nation Webpage Terms of Use

Last update: November 2024

These terms of use (“**Terms**”) govern your access to and use of all content, services and the platform (“**Services**”) available on this website (“**Site**”) operated by Capybara Nation (“**Us**”, “**We**”, or “**Our**”). Capybara Nation is a tap-to-earn game on Telegram Messenger, a third party platform, and can be accessed [here](#).

Your access to our services is subject to your acceptance of all the terms and conditions contained here and all other terms and conditions, rules, policies published and that may be published from time to time by Us on the Site. Please read these Terms carefully before accessing or using Our Services. By accessing or using any part of Our Services, including accessing or using the Site, you agree to be bound by these Terms. If you do not wish to be bound by these Terms, then you should stop your access and use of the Site immediately.

## 1. Use of the Site and Conduct

You will need a blockchain address and a third party wallet to connect to the Site and access the Services. Your account used for the Services (“**Account**”) will be associated with your linked blockchain address.

By using your wallet in connection with the Services, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet. Wallets are not operated by, maintained by, or affiliated with Capybara Nation, and We do not have custody or control over the contents of your wallet and have no ability to retrieve or transfer its contents. We accept no responsibility for, or liability to you, in connection with your safe use of a wallet and make no representations or warranties regarding how the Service will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone. If you discover an issue related to your wallet, please contact your wallet provider.

We hereby grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site and Services. Our grant of such license is subject to the following conditions. You undertake not to (and shall not, knowingly or otherwise, authorise, allow or assist any other party to):

- 1.1. Use the Site, or your Account to conduct electronic spamming or otherwise distribute any unsolicited or unauthorised advertising, promotional or marketing material, spam, junk or chain messages;
- 1.2. Use the Site, or your Account to perform unlawful activities that violate any Applicable Laws (including but not limited to money laundering, terrorism financing and/or fraudulent activities) or immoral, harmful or threatening activities;

- 1.3. Use the Site, or your Account to engage in any activity which operates to defraud Copybara Nation, other users, or any other person, or to provide any false, inaccurate, or misleading information to the Site;
- 1.4. Use the Site, or your Account to upload content that contains or is infected with viruses, malicious codes, Trojan horses, is immoral or illegal or contains any other harmful or deleterious program;
- 1.5. Modify or adapt the whole or any part of the Site or incorporate the Site into any other programme or application;
- 1.6. Disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code, object code, underlying concepts, ideas and algorithms of the Site or any components thereof;
- 1.7. Use the Site, or your Account in any manner that would lead to infringement of our, our affiliates' or any third party's intellectual property rights, including without limitation any copyright, patent or trademark. You undertake not to take or attempt to take any action or claim ownership of any property that infringes or would infringe upon our intellectual property interests;
- 1.8. Use the Site, or your Account in a way that could damage, disable, impair or compromise the Site or the provision of the Services; interfere with other users' use or enjoyment of the Site or Services; affect the reputation of Copybara Nation; or expose Copybara Nation or other users to liability;
- 1.9. Use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorised by Us to access the Service and/or Site, extract data, or otherwise interfere with or modify the rendering of Service pages or functionality;
- 1.10. Take any action to gain or attempt to gain unauthorised access to the account or wallets of other users;
- 1.11. Take any action that imposes an unreasonable or disproportionately large burden or load on the Copybara Nation infrastructure (including, but without limitation to our servers, networks, data centres and related or like equipment) and detrimentally interfere with, intercept or expropriate any system, data or information belonging to other users of the Site; or otherwise attempt to interfere with the proper working of the Site;
- 1.12. Engage in any other activities deemed inappropriate by Us or which is in contravention of these Terms or any applicable laws;
- 1.13. Provide false, inaccurate, incomplete or misleading information to Copybara Nation or any of its affiliates or third party services providers; and/or
- 1.14. Use the Site, or your Account to engage in any lottery, bidding fee auctions, contests, sweepstakes, or other games of chance.

## **2. Intellectual Property**

Unless stated otherwise, We reserve and own all rights to any intellectual property on the Site and in the material published on it, including but not limited to, source codes, databases, functionalities, software, website design, texts, photographs, and graphics.

Nothing in these Terms will transfer from Us to you any of Ours or a third party's intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with and its licensors.

### **3. Third Party Services**

The Site and Our Services may include description, advertisement, hyperlinks, reference to or make use of third party websites, services or products, including but not limited to, Telegram Messenger ("**Third Party Services**"). You understand that you are interacting with Third Party Services and that We do not have control over Third Party Services, do not warrant, sponsor, promote or endorse, and are not responsible for the accuracy, availability, or legitimacy of the content, products, or services on or accessible from those Third Party Services (including any related websites, resources or links displayed therein). You acknowledge sole responsibility for and assume all risk arising from your use of any Third Party Services and We are not liable for any claim, damages, or other liability whether in contract, tort or under any other theory of liability arising from, out of or, in connection with Third Party Services.

### **4. Taxes**

You agree that you are solely responsible for determining what, if any, taxes apply to your transactions on the Site. Neither Copybara Nation nor any other Copybara Nation affiliated entity is responsible for determining the taxes that may apply to your transactions.

### **5. Disclaimer and No Warranty**

The Services, Site and related services are provided on an 'as-is' and 'as available' basis. Any and all information provided, including but not limited to (if applicable) FAQs and user instructions, shall not be considered as financial, tax, investment or any other professional advice. Except as expressly provided in these Terms, to the fullest extent permitted by law, We disclaim any and all representations or warranties, express or implied, relating to the Site, Our Services, and underlying software or any content on the Services, whether provided or owned by us or by any third party, including without limitation, any warranties regarding quality, stability, suitability, merchantability, fitness for a particular purpose, title, non-infringement, freedom from virus and error. In addition, We do not represent or warrant that the content accessible via the Site or Our Services is accurate, complete, reliable, current, free of viruses or other harmful components, or that the results of using the Services will meet your purpose or requirements.

You expressly acknowledge and agree that use of the Site and Our Services (and any related services) are at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effect is with you.

### **6. No Liability**

To the fullest extent permitted by law, in no event will We be liable to you or any third party for any lost profit or any indirect, consequential, exemplary, incidental, special or punitive damages arising from these Terms, the Site, Our Services or Third Party Services, or for any damages related to loss of revenue, loss of profits, loss of business or anticipated savings, loss of use,

loss of goodwill, or loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable and even if We have been advised of the possibility of such damages.

Access to, and use of the Site, Our Services or Third Party Services are at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data resulting therefrom. notwithstanding anything to the contrary contained herein, in no event shall Our maximum aggregate liability arising out of or in any way related to these terms, the access and use of the Site and our Services exceed US\$100. The foregoing limitations of liability shall not apply to Our liability for personal injury caused by Our negligence or any injury caused by Our fraud or fraudulent misrepresentation.

## **7. Waiver**

You understand and agree that if you have a dispute with one or more users, you release Us from claims, demands, and damages of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include those claims which you may know or suspect to exist in your favour at the time of agreeing to this release. Notwithstanding the foregoing, these Terms shall not be waived in whole or in part except where agreed by the parties in writing. The delay in enforcement or the nonenforcement of any of these Terms by any party shall not be construed as a waiver of any of the other rights of that party arising out of the breach or any subsequent breach of any of these Terms and no right, power or remedy conferred upon or reserved for any party in these Terms is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

## **8. Termination**

We reserve the right to terminate or suspend your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate your acceptance to these Terms or use of the Site and Our Services, you may simply discontinue using Our Services. All provisions of these Terms which by nature should survive termination shall survive termination, including without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **9. Changes**

These Terms may from time to time be updated or amended. Such updated Terms as posted will take effect immediately unless otherwise indicated. You should regularly check the Site to inform yourself of any changes. In addition, We may at any time change, add, or remove any features, content, or functionality to Our Services without prior notice. By continuing to use the Site and Our Services, you are indicating your acceptance of the updated or amended Terms as well as the updated Services. If you do not wish to be bound by any changes or amendments to these Terms, then you should stop your access and use of the Site immediately.

## **10. Governing Law and Jurisdiction**

These Terms are governed by and shall be construed in accordance with the laws of Hong Kong without regard to any choice or conflict of laws rules. Any dispute, controversy or claim, whether contractual or non contractual, arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, or any other issue which shall arise in virtue of these Terms, shall be referred to and finally settled by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be in Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in the English language.