

# TapSquid Terms of Use

**Effective Date:** 4-th of November 2024

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Welcome to TapSquid! These Terms of Use ("Terms") govern your access to and use of our Telegram mini-app and services ("we," "our," or "us"). By using TapSquid, you agree that you have read, understood, and accepted to be legally bound by these Terms, in addition to our Privacy Policy.

**Disclaimer:** TapSquid is a memecoin gaming platform and is **not affiliated with, endorsed by, or associated with the official "Squid Game" television series**, its producers, Netflix, or any related entities. Any thematic resemblance is intended solely for entertainment purposes.

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## 1. Acceptance of Terms

By accessing or using TapSquid, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you may not access or use our service.

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## 2. In-App Purchases and Transactions

### 2.1 Voluntary Purchases

- **Entertainment Purpose:** All in-app purchases, including game boosts and other items, are designed purely for entertainment purposes.
- **No Investment Value:** These purchases do not constitute investments and hold no financial value beyond the game.
- **User Responsibility:** Players make purchases voluntarily and are solely responsible for their decisions. TapSquid does not assume any liability for any outcomes, financial or otherwise, resulting from in-game purchases.
- **No Refunds:** All transactions are final, and no refunds will be provided unless required by applicable law. Players should consider their own financial situation before making any in-game purchases.

### 2.2 Payment-Related Disputes

- **Third-Party Payments:** Payments conducted or initiated through TapSquid (in cryptocurrency or fiat) are processed by third-party providers.
- **No Warranty:** TapSquid does not handle, manage, oversee, verify, or provide any warranty over such transactions.
- **Dispute Resolution:** Any disputes, claims, losses, misunderstandings, technical errors, or issues related to payments must be directed towards the respective payment provider or service provider.

- **No Liability:** TapSquid bears no responsibility whatsoever and will not be a party to any payment-related disputes or discussions, nor is it liable for any losses or damages the parties involved may incur.
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## 3. Memecoin Platform and Launchpad Participation

### 3.1 Memecoin Nature

- **Squid2 Token:** TapSquid operates as a memecoin gaming platform, offering the **Squid2 Token**, which users can earn through gameplay or acquire through our investment launchpad.
- **Entertainment Purpose:** The Squid2 Token is intended for entertainment and community engagement within the TapSquid platform.
- **No Financial Advice:** All information provided by TapSquid is for informational purposes only and should not be considered financial advice.

### 3.2 Investment Launchpad

- **Participation:** Users may choose to participate in our investment launchpad to acquire Squid2 Tokens before the public release.
  - **Data Collection:** We collect personal data necessary for facilitating investments, including transaction details and compliance-related information.
  - **Compliance:** Additional information may be required to comply with Anti-Money Laundering (AML) and Know Your Customer (KYC) regulations.
  - **Risk Acknowledgment:** Users acknowledge that investing in memecoins involves financial risk, and TapSquid does not guarantee any returns or profits.
  - **User Responsibility:** Users are solely responsible for their financial decisions when participating in the Launchpad.
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## 4. Wallet Integration and Usage

- **Supported Wallets:** TapSquid supports wallets on the **TON Network** and **EVM-compatible networks** (e.g., Ethereum, Binance Smart Chain).
  - **User Responsibility:** Users are responsible for the security of their wallets and private keys. TapSquid does not have access to your private keys and cannot recover them if lost.
  - **Transactions:**
    - All transactions involving cryptocurrency are irreversible and final.
    - TapSquid is not liable for any loss resulting from incorrect wallet addresses or transaction errors.
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## 5. Payment-Related Disputes

(Already included in Section 2.2)

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## 6. Disclaimer of Warranties

### 6.1 General Disclaimer

- **Service Provided "As-Is":** TapSquid is provided on an "as-is" and "as-available" basis. We make no representations or warranties of any kind, express or implied, about the operation of the service or the information, content, materials, or products included therein.
- **User's Risk:** You expressly agree that your use of the service is at your sole risk.

### 6.2 No Warranty for Performance

- **No Guarantee:** TapSquid does not warrant that the service will meet your specific requirements, be uninterrupted, timely, secure, or error-free.
- **Accuracy:** We do not make any warranty as to the results that may be obtained from the use of the service or the accuracy or reliability of any information obtained through the service.

### 6.3 No Warranty for Technical Issues

- **Technical Malfunctions:** TapSquid is not responsible for any technical malfunction, including but not limited to issues with blockchain technology, server malfunctions, software bugs, or connectivity problems.

### 6.4 No Liability for User Conduct

- **User-Generated Content:** TapSquid does not endorse, warrant, or guarantee the conduct of any user of the service and is not responsible or liable for any user-generated content or actions taken by users.

### 6.5 No Warranty for Third-Party Services

- **Third-Party Links:** The service may contain links to third-party websites or services that are not owned or controlled by TapSquid.
- **No Endorsement:** We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services.
- **No Liability:** TapSquid shall not be responsible or liable for any damage or loss caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such websites or services.

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## 7. Limitation of Liability

To the maximum extent permitted by law, TapSquid shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to:

- **Losses:** Damages for loss of profits, goodwill, use, data, or other intangible losses.

- **Causes:** Resulting from (i) your use or inability to use the service; (ii) unauthorized access to or alteration of your transmissions or data; (iii) statements or conduct of any third party on the service; (iv) any other matter relating to the service.
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## 8. Intellectual Property

### 8.1 Ownership

- **Content Rights:** All content, features, functionality, and materials available on or through TapSquid, including but not limited to text, graphics, logos, images, and software, are the exclusive property of TapSquid Ltd. or its licensors.
- **Protection:** Protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

### 8.2 Restrictions

- **Unauthorized Use:** You agree not to modify, reproduce, duplicate, copy, sell, resell, distribute, or exploit any portion of the service without the express written consent of TapSquid Ltd.
  - **Trademarks:** All trademarks, service marks, logos, and trade names associated with TapSquid are proprietary to TapSquid Ltd. Unauthorized use is prohibited.
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## 9. Privacy

Our collection and use of your personal information are described in our **Privacy Policy**. By using the service, you consent to our collection and use of your personal information in accordance with the Privacy Policy.

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## 10. Termination

### 10.1 Right to Terminate

- **Termination by Us:** We may terminate or suspend your access to the service without prior notice or liability for any reason, including violation of these Terms.

### 10.2 Effect of Termination

- **Cessation of Rights:** Upon termination, your right to use the service will immediately cease.
  - **Survival of Terms:** All provisions of the Terms that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.
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## 11. Indemnification

You agree to indemnify and hold harmless TapSquid and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with:

- **Your Use:** Your access to or use of the service.
  - **Violation:** Your violation of these Terms.
  - **Rights Infringement:** Your infringement of any intellectual property or other right of any person or entity.
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## 12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of [Insert Jurisdiction], without regard to its conflict of law principles.

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## 13. Changes to Terms

### 13.1 Modification Right

- **Right to Modify:** We reserve the right to modify or replace these Terms at any time.

### 13.2 Notice of Changes

- **Material Changes:** If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect.
- **Method of Notice:** Notice may be given by posting the changes on our website or through the service.

### 13.3 Acceptance of Changes

- **Continued Use:** Your continued use of the service after the revisions become effective constitutes your acceptance of the new Terms.
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## 14. No Waiver

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

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## **15. Severability**

If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions will remain in effect.

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## **16. Entire Agreement**

These Terms, along with the Privacy Policy, constitute the entire agreement between you and TapSquid regarding our service and supersede any prior agreements.

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## **17. Contact Us**

If you have any questions about these Terms, please contact us.