

DarkDuck Terms of Service and User Agreement

Welcome to DarkDuck, a unique platform dedicated to creating connections and delivering a seamless user experience. By using DarkDuck, you agree to the following Terms of Service and User Agreement.

1. Services and Conditions of Use

As a user of DarkDuck, you agree to use our services responsibly and in a manner that complies with all applicable laws and regulations. DarkDuck reserves the right to suspend or terminate the accounts of users who violate these terms.

1.1 Acceptance of Terms and Conditions of Use

By using the DarkDuck application, you agree to use our services only for lawful purposes, in a manner consistent with the services offered, and agree to comply with all applicable laws and regulations. You acknowledge that violation of any terms under this agreement will result in the termination of your access to our services.

2. Privacy Policy

We respect your privacy and have developed a detailed Privacy Policy that is incorporated into this agreement. Please take the time to read our Privacy Policy. By agreeing to these Terms, you are also accepting the terms of our Privacy Policy.

2.1 Rules and Conduct

All interactions on the DarkDuck app should be respectful and law-abiding. Any form of harassment, intimidation, or discrimination will not be tolerated. Users are prohibited from uploading, sharing, or distributing content that is illegal, harmful, threatening, abusive, defamatory, invasive of another's privacy, or racially, ethnically, or otherwise objectionable.

3. Audio-Visual and Communication

Our application provides features that may include the use of audio-visual content and communication tools. Any misuse or unauthorized use of these features is strictly prohibited.

3.1 Content Ownership

All content posted on the DarkDuck app remains the property of the person who posted it. However, by posting content, you grant DarkDuck a non-exclusive, royalty-free, worldwide license to use, display, and distribute the content.

4. Social Platforms and Community

DarkDuck is designed as a platform for community interaction and engagement. As a user, you agree to maintain respectful and appropriate interactions within our community.

4.1 Copyright and Intellectual Property Rights

All content included in the DarkDuck app, including text, graphics, logos, images, data, and software, is the property of DarkDuck or its content providers and is protected by international copyright laws. The compilation of all content is the exclusive property of DarkDuck and is protected by international copyright laws.

5. Delivery of Goods

If using our delivery services, you agree to abide by our delivery terms and conditions. Misuse of this service can result in suspension or termination of your account.

5.1 Privacy and User Information

DarkDuck respects the privacy of its users. Please refer to DarkDuck's Privacy Policy which explains how we collect, use, and disclose information that pertains to your privacy.

6. Adult Content Protection

DarkDuck is committed to creating a safe environment for all users. Any adult content accessed or circulated through our app must be in line with the legal age norms of the user's location. We reserve the right to remove any inappropriate or offensive material and suspend or terminate the accounts of violators.

6.1 Account Termination

DarkDuck reserves the right to terminate your access to our services at any time without notice, for any reason, including but not limited to breach of these Terms of Use

7. Liability

DarkDuck is not responsible for any damage to personal equipment due to misuse of our app. We do not accept liability for the health effects of using electronic devices, including potential hearing or eyesight damage.

7.1 Jurisdiction and Governing Law

These Terms of Use are governed by the laws of the country in which DarkDuck is based, without regard to its conflict of laws principles.

8. Changes to these Terms

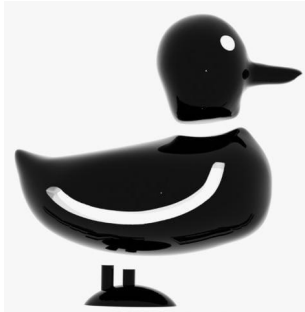
We may modify these Terms at any time. It is your responsibility to regularly review these Terms. Continued use of our services signifies your acceptance of any changes.

8.1 Amendments to the Terms of Service

DarkDuck reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

9. Intellectual Property Rights

All intellectual property rights in and to the DarkDuck application, including but not limited to its software, designs, text, graphics, images, patents, trademarks, service marks, copyright, and other existing or future forms of intellectual property rights (collectively, "IP") are owned by or licensed to DarkDuck.



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As a user, you are granted a limited, non-exclusive, non-transferable license to access and use the services in accordance with these Terms. No IP rights are being transferred to you. You agree not to copy, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our app, except as necessary to enjoy the services provided by DarkDuck.

You must not use any part of the services of DarkDuck for commercial purposes without obtaining a license to do so from us. Unauthorized use of the DarkDuck IP not explicitly allowed by these Terms may constitute a breach of our intellectual property rights and can lead to termination of your account, as well as potential legal action.

In the event you submit, upload, post or transmit any content on or through the DarkDuck platform, you agree to grant us a non-exclusive, royalty-free, worldwide, perpetual license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such content in any form, format, media or media channels now known or later developed or discovered. You grant DarkDuck the right to use the name or username that you submit in connection with such content.

Please note that any feedback, comments, or suggestions you may provide regarding DarkDuck is entirely voluntary, and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

10. Digital Millennium Copyright Act (DMCA)

DarkDuck respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act (DMCA), we will respond expeditiously to notices of alleged infringement that are reported to DarkDuck's Designated Copyright Agent, identified below.

If you believe your content has been copied in a way that constitutes copyright infringement, please provide us with the following information:

1. A physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
2. Identification of the copyrighted work claimed to have been infringed;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Your contact information, including your address, telephone number, and an email address;
5. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove content alleged to be infringing without prior notice, at our sole discretion, and without liability to you.

Here's an example of how you might include those points in your Terms of Service:

11. Respect for Human Rights, Social and Professional Ethics

At DarkDuck, we deeply respect the human rights of all individuals and condemn any forms of modern slavery, violence, and inappropriate content. Our platform is committed to providing a respectful environment that is free from discrimination based on nationality, religion, race, gender, and age.

12. Content Restrictions

DarkDuck strictly prohibits any form of Restricted To Adults (RTA) content, and any content that promotes violence, discrimination, or unethical behavior. Violations of these restrictions may result in account suspension or termination.

13. Software Use During Inclement Weather and Network Instability

Please be aware that the use of DarkDuck during inclement weather, periods of network instability, and force majeure events may lead to a failure in the transmission of information or inability to deliver services. DarkDuck disclaims any liability for the failure to transmit information or deliver services due to these circumstances.

14. Freedom of Information & European Laws

As a global platform, DarkDuck complies with international laws including Freedom of Information laws and relevant European Laws. Any use of our platform that violates these laws will be investigated and may lead to account suspension or termination.

15. Cookies

DarkDuck uses cookies and similar technologies to provide and improve our services. By using our services, you agree to our use of cookies as described in our Cookie Policy.

16. Personal Data Protection

At DarkDuck, we respect and protect the privacy of our users' personal data in accordance with international data protection regulations including, but not limited to, the European Union's General Data Protection Regulation (GDPR), the United States' California Consumer Privacy Act (CCPA), the Personal Information Protection and Electronic Documents Act (PIPEDA) of Canada, the Privacy Act of Australia, and relevant data protection laws in Asian and EMEA regions.

16.1. Network Service Providers

We work with network service providers around the world to deliver our services. These providers may process your personal data on our behalf. We require all network service providers to respect the security of your personal data and to treat it in accordance with the law. We do not allow our network service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

16.2. Your Rights

Depending on where you reside, you may have the right to access, correct, or delete the personal data we collect. You may also have the right to restrict or object to our processing of your personal data. If you would like to exercise any of these rights, please contact us at the email provided in our contact information.

17. Cookies and Data Analysis

17.1 Cookies

DarkDuck uses cookies and similar tracking technologies to enhance user experience and for performance tracking. By using our services, you agree to our use of these technologies, in accordance with our Cookie Policy.

A cookie is a small piece of data stored on your device which allows us to recognize your device when you return to our app. Cookies help us understand how you interact with our services, monitor aggregate usage patterns, personalize content and ads, and improve our services.

You can set your browser to not accept cookies, but this may limit your ability to use the services.

17.2 Data Analysis

We use the information collected from all of our services for the following purposes:

- Provide, operate, maintain and improve the platform.
- Understand and analyze how you use our platform.
- Develop new products, services, features, and functionalities.
- Communicate with you, either directly or through one of our partners, for customer service, to provide you with updates and other information relating to the platform, and for marketing and promotional purposes.
- Find and prevent fraud.
- For compliance purposes, including enforcing our Terms of Service, or other legal rights, or as may be required by applicable laws and regulations or requested by any judicial process or governmental agency.

18. Environmental Factors and Risk of Change

18.1 Environmental Factors

DarkDuck recognizes that environmental factors may impact the use of our services. This includes, but is not limited to, extreme weather conditions, natural disasters, and other environmental events beyond our control. In such situations, the delivery of our services may be delayed, disrupted, or suspended. We will not be held responsible for any delay, disruption, or suspension of services caused by environmental factors.

18.2 Risk of Change

DarkDuck's services, platform, and these terms of use are subject to change as our business evolves. This could be due to changes in legal, regulatory, or operational requirements, changes in technology, or changes to the scope of our services.

We reserve the right to update or modify our terms of service at any time without prior notice. Your use of our platform following any such change constitutes your agreement to follow and be bound by the modified terms of service.

In case of significant changes to these terms, we will strive to provide our users with adequate notice where possible and practical.

Please note that it's always recommended to consult with a legal professional when creating or updating your Terms of Service or User Agreement to ensure they're in full compliance with all relevant laws and regulations.

19. Animal Protection

At DarkDuck, we believe in the ethical treatment of all animals. Our platform strictly prohibits any content or actions that promote or depict animal cruelty or abuse. Any user found violating these terms may have their account suspended or terminated.

Furthermore, if any part of our service involves interactions with animals, we encourage our users to abide by local laws and regulations related to animal protection and welfare. If a

user witnesses any form of animal abuse or cruelty while using our service, they are urged to report it to the appropriate authorities and to DarkDuck for further action.

In the course of using DarkDuck, any activity involving animals should be done with utmost respect for their well-being. This includes ensuring that animals are not endangered, harmed, or unduly stressed during the delivery of packages, and that any goods or services being traded do not involve the harm or exploitation of animals.

Again, please consult with a legal professional when creating or updating your Terms of Service or User Agreement to ensure they are comprehensive and in compliance with all relevant laws and regulations.

20. Combating Money Laundering and Human Trafficking

20.1 Money Laundering

DarkDuck has zero tolerance towards money laundering. We are committed to full compliance with all applicable laws and regulations regarding anti-money laundering. All transactions processed through DarkDuck are monitored to prevent any suspicious activities. If any suspicious activity is detected, it will be reported to the appropriate law enforcement agencies.

20.2 Human Trafficking

DarkDuck firmly opposes any form of human trafficking and is committed to implementing systems and controls to ensure that human trafficking is not taking place anywhere within our own business or in any of our supply chains. We expect the same high standards from all of our contractors, suppliers, and other business partners.

The violation of these policies by a user can lead to the immediate termination of user access to our services, and where warranted, we may report such violations to law enforcement agencies.

Once again, it's recommended that you consult with a legal professional when creating or updating your Terms of Service or User Agreement to ensure they're comprehensive and in compliance with all relevant laws and regulations.

21. International Network Governance

As a global platform, DarkDuck is committed to adhering to the principles of international network governance. This includes respecting the laws and regulations of each country where our services are available and ensuring that our operations are in line with the norms of international digital communication and transaction.

We adhere to principles of transparency, accountability, and respect for privacy and individual rights. We also strive to foster an open and inclusive environment that encourages innovation and the free flow of information, while protecting our users' data and maintaining the integrity and security of our platform.

We actively engage in cooperative activities with stakeholders and participate in the discussions and processes that shape international network governance, and we remain committed to our role in developing a safe, secure, and equitable global digital community.

As with other sections, please consult with a legal professional when creating or updating your Terms of Service or User Agreement to ensure they're comprehensive and in compliance with all relevant laws and regulations.

22. Server Security and Database Protection

22.1 Server Security

At DarkDuck, we take server security very seriously. We use a range of technical and administrative security measures to help protect your personal information from unauthorized access, use, or disclosure. Our servers are protected by high-level encryption, firewall systems, access controls, and physical security measures.

22.2 Database Protection

Our databases are secured through multiple layers of protection and access is limited to only those with necessary permissions. All sensitive data stored in our databases is encrypted both at rest and during transit to further prevent unauthorized access.

We continually monitor our systems for possible vulnerabilities and attacks, and we regularly review our information collection, storage, and processing practices to update our physical, technical, and organizational security measures.

Please be aware, however, that despite our efforts, no security measures are perfect or impenetrable and no method of data transmission can be guaranteed to prevent any potential breaches in their absolute entirety.

23. User Agreement

By using the DarkDuck application and its services, you agree to comply with and be bound by the following terms and conditions:

23.1 Acceptance of Terms

The services that DarkDuck provides are subject to the terms stated in this User Agreement. By using our services, you are agreeing to these terms. If you do not agree to these terms, please do not use our services.

23.2 Registration

You may be required to create an account and specify a password in order to use our services. You agree to be responsible for maintaining the confidentiality of your account and password and for all activities that occur under your account.

23.3 User Conduct

As a user of DarkDuck, you agree not to use the service for any unlawful purpose. This includes respecting all intellectual property rights that may belong to third parties.

23.4 Termination

DarkDuck reserves the right to terminate your access to the service if it determines that you have violated these terms and have failed to rectify such violation within the period specified by DarkDuck.

23.5 Changes to the Agreement

DarkDuck reserves the right to modify these terms at any time. It is your responsibility to periodically review these terms for any changes. Your continued use of the service after any such changes constitutes your acceptance of the new terms.

24. Terms of Service

The following terms and conditions govern all use of the DarkDuck application and all content, services, and products available at or through the application.

24.1 Access to the Services

Your access to and use of the DarkDuck services are conditioned on your acceptance of and compliance with these terms. By accessing or using the service, you agree to be bound by these terms.

24.2 User Obligations

You agree to use the services only for purposes that are permitted by these terms and any applicable law, regulation, or generally accepted practices in the relevant jurisdictions.

24.3 Intellectual Property

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of DarkDuck or its content suppliers and protected by international copyright laws.

24.4 Disclaimers

Your use of the DarkDuck services is at your sole risk. The service is provided on an "as is" and "as available" basis. DarkDuck expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

24.5 Limitation of Liability

In no event will DarkDuck, its directors, employees, or agents be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits, or loss of data, whether in an action in contract, tort (including but not limited to negligence), or otherwise, arising out of or in any way connected with the use of or inability to use the services, the content, or the materials contained in or accessed through the service.

24.6 Changes to Terms of Service

We reserve the right to amend these Terms of Service at any time and without notice. Your continued use of the services following any changes to these Terms of Service constitutes your acceptance of those changes.

25. Geolocation

25.1 Use of Geolocation

DarkDuck uses geolocation technology to provide certain services to our users. This includes, but is not limited to, providing personalized content, providing delivery services, facilitating courier tracking, and improving our services. By using DarkDuck, you agree to the use of this technology as described.

25.2 User Consent

Before accessing your geolocation data, DarkDuck will request your consent. If you do not consent, we will not collect or use your geolocation data. Please note that certain features of DarkDuck may not function properly or may not be available if you do not provide consent to access geolocation data.

25.3 Data Privacy and Security

We respect your privacy and are committed to protecting your data. Geolocation data will only be used in accordance with our Privacy Policy. We implement robust security measures to protect this data and do not share your geolocation data with third parties without your explicit consent, except as required by law or necessary for the provision of our services.

25.4 User Controls

You have control over your geolocation data. You can turn off location services for the DarkDuck app at any time through the settings on your device. However, turning off location services may affect the functionality of the DarkDuck app and services.

26. Liability and Limitations

26.1 Limitation of Liability

To the fullest extent permitted by law, in no event will DarkDuck, or its directors, employees, partners, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the service; (ii) any conduct or content of any third party on the service; (iii) any content obtained from the service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed its essential purpose.

26.2 Warranty Disclaimer

Your use of the service is at your sole risk. The service is provided on an "AS IS" and "AS AVAILABLE" basis. The service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

26.3 Indemnification

You agree to defend, indemnify, and hold harmless DarkDuck, its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the service, or b) a breach of these terms.

27. Visibility and Legacy

27.1 Visibility

DarkDuck takes the privacy of its users very seriously. We provide a range of options for users to control the visibility of their information. It is up to each user to set their visibility preferences in their account settings. Please note, however, that certain information, such as your name and profile picture, may be visible to other users or the public depending on the settings chosen.

27.2 Legacy

In the unfortunate event of a user's death, we aim to respect their privacy and dignity. A verified family member or executor may contact DarkDuck to request the deactivation of the deceased user's account. We will require proof of death and verification of the individual's relationship to the deceased. In certain circumstances, we may also provide content from a deceased user's account. In all such cases, our team will guide you through the process.

28. Electronic Signature

28.1 Acceptance of Electronic Signature

By using DarkDuck services, you acknowledge and accept that we operate electronically and will deliver all necessary communications (including legal communications) in electronic format. DarkDuck accepts electronic signatures and considers them as valid and binding as traditional ink signatures.

28.2 Use of Electronic Signature

When you provide your electronic signature, you agree to be legally bound by the terms and conditions outlined in the document you are signing. An electronic signature may be as simple as typing your name in a signature field or checking a box, depending on the format of the document and the requirements of the system you are using.

28.3 Authentication and Verification

For certain transactions, DarkDuck may implement enhanced measures to verify the identity of the user providing the electronic signature. This may include security questions, unique identification numbers, or other measures deemed necessary to verify the identity of the user.

including the U.S. Electronic Signatures in Global and National Commerce Act (ESIGN), the Uniform Electronic Transactions Act (UETA), and the European eIDAS (Regulation (EU) No 910/2014).

The logo for DarkDuck, featuring the word "DarkDuck" in a bold, black, sans-serif font. The "D" is significantly larger and more prominent than the other letters, and the "k" has a unique, stylized shape. The logo is centered within a light gray rectangular background.

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