

# Terms and Conditions for using this application

**Last Updated: 22/9/2024**

Welcome to CAPYBARAKUN (“we,” “us,” or “our”). By accessing or using our services (Services) inside this app (the “App”), you agree to be bound by these Terms and Conditions (“Terms”). If you do not agree to these Terms, please do not use the App.

## **1. Acceptance of Terms**

By creating an account or using our App, you agree to comply with these Terms. We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting in the App. Your continued use of the App constitutes your acceptance of the revised Terms.

## **2. User Eligibility**

You must be at least 13 years old to create an account and use the services. If you are between the ages of 13 and 18, you may need parental consent to use certain features. By using the Services, you represent and warrant that you meet these age requirements. If we discover that you do not meet these eligibility criteria, we may terminate your account immediately.

## **3. Account Registration**

To access certain features of the App, you may be required to create an account. You agree to provide accurate and complete information during registration and to update such information to keep it accurate and complete. You are responsible for maintaining the confidentiality of your account credentials.

## **4. Availability and Modifications of App**

### **4.1 General**

We do not guarantee that the Services will be available at all times, in all locations worldwide, and/or on all devices. We do not guarantee that we will continue to offer these Services for any minimum period of time. We reserve the right to terminate all or part of the Services at any time.

### **4.2 Modification of Prices**

We reserve the right to modify the prices of the App or Services inside this App, including changing a paid Service to a free-to-play one and vice versa. The new price applies only to orders placed after it has come into effect.

### **4.3 Modification of Access to Services and Content**

- a) We may modify the Content for any reason, at any time, particularly for technical reasons such as updates, maintenance operations, or resets to improve or optimize the Services.
- b) We may ask or enable you to download software, updates, patches, and/or other utilities and tools supplied by us. We grant you a personal, non-transferable, and non-exclusive

license enabling you to use CAPYBARAKUN Software solely for the purposes of using the Services, throughout the world and for the legal period of protection of the CAPYBARAKUN Software under Intellectual Property Rights. We may specify terms of use for this CAPYBARAKUN Software at the time at which it is made available to you. The performance of the CAPYBARAKUN Software and Services may vary depending on your equipment. We may from time to time supply you with updates or modifications of the CAPYBARAKUN Software that may be necessary for you to continue to use the Services.

c) Such modifications may affect the Services and/or your acquired rights or result in setbacks in the app environment.

d) We may also:

Set a maximum number of days for which Content will be stored as part of the Services;

Set a maximum volume of messages which can be sent or received by an Account;

Set a maximum memory capacity which will be allocated by our servers for your Account;

Set a maximum number of times you may access the Services, together with a maximum duration for each access during a given period.

## **5. Username/Avatar Creation**

You may need to create a username and/or avatar to access and use certain Services. They will be linked to your Account and publicly displayed. We advise you not to include your real name in your username.

You cannot choose a username or an avatar that (i) is already used by another user or associated with another Account, or (ii) includes the name "CAPYBARAKUN" or any name that resembles our official name and could raise confusion. We reserve the right, at our sole discretion, to refuse any username and/or avatar you have chosen.

## **6. Multiple Accounts**

You must not create multiple accounts, except if we specifically allow it. In such cases, you acknowledge that you will close your additional Account upon our request, or that we may terminate your additional Account.

## **7. Account Safety**

Any use of your Account with your password, particularly any purchase of Services, will be deemed to be carried out by you. To ensure your Account safety:

- a) Choose a strong alphanumeric password. For security reasons, we may refuse any password that isn't strong enough to protect your Account.
- b) Choose a password that is different from any other password you use; and change it on a regular basis.
- c) Activate the 2-Step Verification and any other safety options we may provide in your Account settings.
- d) Never share your Account details (username, password, etc.) with anyone. We will never ask you to reveal your password.
- e) Never authorize anyone to access and/or use your Account.
- f) You agree to inform us as quickly as possible via email at

capybarakunofficial@gmail.com of any unauthorized use of your username, password, or other Account information, and of any security violation involving the Services that comes to your attention.

## **8. User Conduct**

You agree to use the App only for lawful purposes and in a manner that does not infringe the rights of others. Prohibited activities include, but are not limited to:

Harassing or threatening other users

Spamming or sending unsolicited messages

Uploading or sharing content that infringes on copyright or other intellectual property rights

Impersonating any person or entity

## **9. Intellectual Property**

All content in the App, including music recommendations, graphics, logos, and other materials, are owned by CAPYBARAKUN. You may not reproduce, distribute, or create derivative works without our prior written consent.

## **10. User-Generated Content**

You may have the opportunity to submit, post, or share content within the App. You retain ownership of your content but grant us a non-exclusive, royalty-free, worldwide license to use, modify, and distribute your content as necessary for the App.

## **11. Third-Party Links**

The App may contain links to third-party websites, including YouTube. We are not responsible for the content or practices of these third parties. Your use of third-party sites is at your own risk.

## **12. Privacy Policy**

Your use of the App is also governed by our Privacy Policy, which describes how we collect, use, and protect your personal information. Please review it carefully.

## **13. Limitation of Liability**

To the fullest extent permitted by law, CAPYBARAKUN is not liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of the App or any content therein.

## **14. Termination**

We reserve the right to suspend or terminate your access to the App at our discretion, without notice, for any violation of these Terms.

## **15. Changes to Terms**

We may update these Terms from time to time. We will notify you of any material changes by posting the new Terms in the App. Your continued use of the App following such changes constitutes acceptance of the new Terms.

## **16. Sanctions for Violations**

We may apply sanctions in the event of a violation of the Terms and/or a Code of Conduct. The sanctions are decided on a case-by-case basis, based on multiple criteria, including but not limited to the seriousness of the violation, the number of violations, and the impact of the violations on the Services, on other users, and/or on our representatives.

Here is a non-exhaustive list of sanctions we may apply:

Issuance of a warning,

Disability of any username, avatar, or password,

Issuance of a temporary ban of your Account from one or several Services,

Issuance of a long-term ban of your Account from one or several Services,

Prevention from accessing a specific or several Services on a particular device,

Suspension or closing of your Account and/or your ability to use one or more Services, or part of the Services.

## **17. Termination**

We reserve the right to suspend or terminate your access to the App at our discretion, without notice, for any violation of these Terms.

### **17.1 Termination of Your Account at Your Initiative**

You may terminate your Account by contacting us via our official email at [capybarakunofficial@gmail.com](mailto:capybarakunofficial@gmail.com).

### **17.2 Termination of the Account or access to Service(s) at our initiative.**

We may suspend or close your Account and your ability to use one or more Services or part of the Services, at any time, automatically and at our sole discretion where:

we have formally requested that you provide us with proof of your identity or to cease an action, behaviour, or breach of these Terms;

we have reasonable grounds to believe that you have violated these Terms or any specific terms and conditions relating to this app;

for any other reason in relation to your actions in or outside of the App;

upon notification, where your Account has been inactive for more than six months.

Should you have more than one Account, we reserve the right to suspend or close all of your Accounts once one has been suspended or closed by us under this process.

### **17.3 Consequences of the Termination/Suspension of an Account.**

You cannot use the Services and Content anymore.

You will lose, and we may delete, your profile and the related information you have passed on to us, together with any Content you may have published, uploaded, made available on the Services, notably your username, avatar(s), and UGC.

We reserve the right to store personal data relating to your profile for a reasonable period of time, as detailed in our Privacy Policy.

We may not allow you to create an Account again without our express permission, at our discretion, and you can request on official email to us.

In the event of termination of your Account, you will no longer have access to your Account and you will lose all your save files and progression related to the Services.

In the event of termination of your Account or of Service(s) associated with your Account, no credit (such as for unused Services, unused subscription period, unused points) will be credited to you or converted into cash or any other form of reimbursement.

## **18. What about access to our Services by minors?**

**18.1** If you are a minor in your country of residence, you should read these Terms with the help of your parent or guardian.

**18.2** If you are a parent or guardian, we recommend that you monitor your children's activities, in particular online and that you familiarize yourself with the parental controls that may be made available by us and/or our partners.

**18.3** We may restrict access to certain Services on age grounds, and for minors under a certain age, we may allow you to register for certain Services only with consent from your parent or guardian.

**18.4** As far as is permitted by law, we accept no responsibility regarding any activities which may be conducted by minors without the permission of their parents or legal guardians. In all cases, all use of the Services by minors is the responsibility of their parents or legal guardians. If you are a parent or legal guardian and you give your permission for your child to register for the Services, you thereby agree to the Terms relating to use of the Services by your child.

## **19. What Intellectual Property Rights are attached to our Services & Content?**

**19.1** The Services and Content are protected by national and international laws and treaties. Except as expressly set out in these Terms, we, and our licensees and licensors, reserve our respective Intellectual Property Rights (defined below) in the Services and the Content. Any reproduction or representation of these elements in any way and for any reason is prohibited without our prior permission.

**"Intellectual Property Rights"** are patents, rights to inventions, copyright and related rights, trademarks, trade names, neighbouring rights, right of publicity, commercial secrets, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all

applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**19.2** You may submit reviews, comments, suggestions, proposals, materials or other feedback (“反馈”) on or outside the Services. We appreciate your enthusiasm but you acknowledge that we have no obligation concerning unsolicited Submissions, including but not limited to, no obligation to accept, consider, review or return any materials or acknowledge receipt of any Submissions. You agree that products, services or features developed or published by us might appear to be similar or identical to such unsolicited Submissions.

## **20. Contact Information**

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

Email: [capybarakunofficial@gmail.com](mailto:capybarakunofficial@gmail.com)

Instagram: [@xinzouuuu](https://www.instagram.com/xinzouuuu)

## **21. Entire Agreement.**

- a) In entering into these Terms, neither party has relied upon and does not rely on any statement, representation, assurance or warranty (“Representation”) of any person other than as expressly set out in these Terms.
- b) Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract.
- c) Nothing in this Article shall limit or exclude any liability for fraud or fraudulent misrepresentation.