

# TERMS OF SERVICE

Last Updated: [12/19/2024]

## 1. Acceptance of Terms

### 1.1 Binding Agreement

By accessing or using **BluePenguins.xyz** (the “Site”) and its Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy. If you do not agree with any part of these Terms, you must discontinue using the Services immediately.

### 1.2 Modifications

We reserve the right to modify or replace these Terms at any time without prior notice. Any changes will be posted on the Site, and your continued use of the Services after the Terms have been updated constitutes your acceptance of the revised Terms. We encourage you to check the Site periodically for updates.

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## 2. Description of Services

### 2.1 Informational Website and Mini-Game

- BluePenguins currently provides a browser-based mini-game and related information about our upcoming, more extensive game project. The purpose of the Site is to showcase our project’s concept, maintain user engagement, and spark interest in the larger game under development.

### 2.2 Third-Party Integrations

- The Services may allow Users to log in via third-party platforms (currently Twitter OAuth). By choosing to connect through Twitter, you agree to comply with Twitter’s own terms and policies.
- We are not responsible for any third-party service outages, data breaches, or other issues that may affect your ability to use the Services.

### 2.3 Future Updates

- The Site and mini-game may be updated, expanded, or reduced in scope at our sole discretion, without prior notice. We may also add or remove features over time as the project evolves.
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## 3. User Eligibility and Age

### Requirements 3.1 General Audience

- The Site and Services are intended for a general audience. There is no requirement for Users to verify their age. However, by using our Services, you represent and warrant that you have the legal capacity to enter into these Terms and comply with all obligations stated herein.

### **3.2 No Child-Specific Account Creation**

- Because we do not require user account creation (beyond optional Twitter OAuth login), we do not knowingly collect personal information from minors without parental consent. For more details, please see our Privacy Policy.
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## **4. Prohibited Conduct**

### **4.1 Cheating or Manipulation of Code**

- You agree not to engage in any form of cheating or hacking in the mini-game. This includes, but is not limited to, modifying JavaScript code, exploiting bugs, using speed hacks, or employing any tools, software, or methods aimed at manipulating gameplay, scores, or in-game results.

### **4.2 Unlawful or Harmful Behavior**

- You must not upload or transmit any content or engage in any activity that is harmful, obscene, abusive, harassing, defamatory, or otherwise objectionable, or that violates any law or regulation in your jurisdiction.

### **4.3 Disruption or Interference**

- You must not attempt to disrupt or interfere with the proper functioning of the Site or Services. This includes, but is not limited to, distributing viruses, spam, or other harmful software, conducting denial-of-service attacks, or deploying automated scripts that excessively request pages or features.

### **4.4 Unauthorized Use**

- You must not impersonate any individual or entity, nor misrepresent your affiliation with any person or organization.
  - You agree not to access or tamper with areas of the Site that you are not authorized to access, or attempt to circumvent any security or authentication measures.
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## **5. Intellectual Property Rights**

### **5.1 Ownership**

- Unless otherwise indicated, all content, including but not limited to graphics, text, images, logos, game assets, and code, is owned by us and protected under applicable intellectual property laws. Exceptions include fonts such as “Upheaval TT” and “Press Start 2P,” which remain the property of their respective owners.

## **5.2 Limited License**

- We grant you a non-exclusive, non-transferable, revocable, limited license to access and use the Services for personal, non-commercial purposes.
- You must not reproduce, modify, distribute, display, perform, or otherwise use any part of the Site or the mini-game content without our prior written consent.

## **5.3 User-Generated Content**

- Currently, Users have no option to create or post content on the Site. If, in the future, such functionality is introduced, ownership and usage rights for user-generated content will be governed by separate terms or an updated version of these Terms.

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## **6. Limitations of Liability and Disclaimers**

### **6.1 No Warranties**

- The Site and Services are provided on an “AS IS” and “AS AVAILABLE” basis, without warranties of any kind, whether express or implied. We do not guarantee uninterrupted or error-free operation of the Services, nor do we guarantee the accuracy or reliability of any information contained therein.

### **6.2 Limitation of Liability**

- To the fullest extent permitted by law, in no event shall BluePenguins, its developers, or any affiliated individuals be liable for any direct, indirect, incidental, consequential, special, or punitive damages (including but not limited to loss of data, loss of profits, loss of goodwill, or service interruptions) arising out of or in connection with your use of, or inability to use, the Services.

### **6.3 Technical Issues and Interruptions**

- We disclaim liability for any technical malfunctions, delays, disruptions, or other performance issues that may affect the Site or mini-game. This includes, but is not limited to, server downtime, software glitches, or internet connectivity problems on your end.

### **6.4 User Responsibility**

- You are responsible for ensuring your device, software, and internet connection are compatible with the Services. We do not assume liability for any damages to your equipment or data that may result from using the Site or the mini-game.

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## **7. Suspension or Termination of Service**

### **7.1 Right to Suspend or Terminate**

- We reserve the right to suspend, restrict, or terminate your access to the Site or Services at any time, for any reason, including but not limited to a breach of these Terms.

## **7.2 No Liability for Termination**

- We shall not be liable to you or any third party for any claims or damages arising from any suspension, restriction, or termination of your access to the Services.

## **7.3 Preservation of Rights**

- Our decision to suspend or terminate access does not waive our right to pursue legal remedies or other actions to address your breach of these Terms or unlawful conduct.
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# **8. Changes to the Services and Terms**

## **8.1 Ongoing Development**

- BluePenguins is an evolving project. We may alter the scope, design, functionality, or features of the Site and Services at any time, with or without notice. This includes the possibility of shutting down certain features, adding new content, or discontinuing the mini-game altogether.

## **8.2 No Obligation to Notify**

- You acknowledge that we have no obligation to notify you in advance about any changes to these Terms or the Services. It is your responsibility to periodically review the Terms and stay informed of any updates.

## **8.3 Continued Use**

- By continuing to use the Services after any modifications to these Terms, you agree to be bound by the updated Terms. If you do not agree with the revised Terms, you should discontinue your use of the Services immediately.
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# **9. Governing Law and Dispute Resolution**

## **9.1 International Use**

- The Services are accessible internationally. You agree to comply with all local laws and regulations regarding online conduct and acceptable content in your jurisdiction. We do not guarantee that the Site or Services are appropriate or available in all locations.

## **9.2 Governing Law**

- These Terms and any dispute arising out of or in connection with them, or the Services, shall be governed by and construed in accordance with the laws of any applicable international jurisdiction we determine appropriate, without regard to conflict-of-laws principles.

## **9.3 Dispute Resolution**

- Any disputes that cannot be resolved amicably between you and BluePenguins shall be settled through good-faith negotiations. If negotiations fail, the dispute may be referred to a competent court or alternative dispute resolution forum. The specific forum and procedures will be determined in accordance with the applicable laws.
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## **10. Contact Information**

### **10.1 Support and Inquiries**

- If you have any questions, concerns, or feedback regarding these Terms or the Services, please contact us at [Info@bluepenguins.xyz](mailto:Info@bluepenguins.xyz). We will make reasonable efforts to respond to your inquiry in a timely manner.
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## **11. Miscellaneous**

### **11.1 Entire Agreement**

- These Terms, together with our Privacy Policy, represent the entire agreement between you and BluePenguins regarding your use of the Services and supersede all prior understandings or agreements, written or oral.

### **11.2 Severability**

- If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

### **11.3 No Waiver**

- The failure of BluePenguins to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

### **11.4 Assignment**

- You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent. We reserve the right to freely assign or transfer these Terms in whole or in part.
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**Thank you for reviewing our Terms of Service.** By using BluePenguins.xyz, you signify that you understand and agree to follow these Terms. If you have any questions, please reach out to us at [Info@bluepenguins.xyz](mailto:Info@bluepenguins.xyz). We hope you enjoy our mini-game and look forward to sharing more exciting features as we continue to develop our larger project!