

TERMS AND CONDITIONS: ARGYBARGY MOBILE APPLICATION

CONTEXT FOR THESE TERMS AND CONDITIONS

The Argybargy Mobile Application ('Argybargy') is a digital platform where users can log activity data to earn ARBY tokens, an in-game currency. This application introduces gamified elements enabling users to interact in an entertaining, social manner, AR, emphasizing physical health. It also has integration with its unique non-fungible token (NFT) marketplace and other DeFi (Decentralised Finance) platforms.

These Terms and Conditions constitute a binding agreement between you, either personally or on behalf of an entity ("you") and Argybargy ("we", "us", or "our") regarding your access and use of the Argybargy Website (argybargy.io) and the Application, along with any associated media forms, channels, mobile websites, or apps (collectively, the "Site or Application").

When we mention ("Services"), it refers to any service provided by Argybargy or its affiliate via the Website or application.

The information on the Site or Application is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would contravene local laws or regulations or make us subject to any registration within that jurisdiction or country. Therefore, individuals accessing the Site or Application from other places do so voluntarily and are responsible for complying with local laws when applicable.

Our Website or Application does not provide financial advice in any situation. Neither the Company nor its affiliates ever offer financial counsel.

All purchases or sales you initiate, accept, or aid outside the Site or Application are at your risk. You absolve us from any liability for losses from transactions not made on this Site or Application.

This document holds essential details about your rights, obligations, conditions, and exclusions. Read it attentively.

CHANGES TO THESE TERMS AND CONDITIONS

Any additional terms and conditions or documents posted on the Site or Application occasionally are included here by reference. We can, at our discretion, amend these Terms and Conditions at any moment and for any reason. We will notify you of modifications by updating the "Last Updated" date of these Terms and Conditions, and you forego the right to be informed about each change. Regularly reviewing these Terms and Conditions is your responsibility. By continuing to use the Site or Application after updated Terms are posted, you accept and become aware of the changes.

ACCEPTANCE OF THESE TERMS AND CONDITIONS

These terms and conditions must be accepted for you to use our services. By utilizing our application's services, you confirm that you've read, grasped, and consented to these terms and conditions. If you disagree with any part of these terms, you are expressly forbidden from using our services, and you must cease all use.

APPLICATION OF THESE TERMS AND CONDITIONS

These Terms and Conditions are valid for all users of Argybargy's services, be they individuals, businesses, or legal entities.

Users of Argybargy are those who utilize or buy Argybargy's services or associated services.

The Application is designed for users aged 18 or above. Those below 18 cannot use the Argybargy application or Website unless supervised by a legal guardian aged over 18.

DIGITAL ITEMS

Our services might offer digital assets or items. Unless explicitly stated, you cannot transfer digital assets or items from our services.

Unless otherwise mentioned, you do not own the digital assets or items acquired through our services. We grant a limited, personal, revocable license for you to use the digital assets or items within our services.

We can modify or remove any digital item or asset without notifying you or needing your consent.

You have no right to file Claims against Argybargy regarding the loss of digital assets or items provided through our services.

If your account is suspended or terminated due to a breach of these terms, you will lose your digital assets, and Argybargy won't compensate you.

If you request the deletion of personal details following our Privacy Policy, you concede all your digital items or assets without demanding compensation.

DATA PROTECTION

For Argybargy to offer the Application and its services, it might collect, store, and process your personal data. By accessing or using the Site or Application, you accept Argybargy's privacy policy terms, acknowledging that Argybargy can use such data as outlined in its privacy policy.

USER REPRESENTATIONS

When accessing or using the Services, you claim that:

- You comprehend tokens, in-game currencies, NFTs, and other digital assets, and are familiar with blockchain systems and services.
- You grasp the risks of trading or holding such digital assets and their operational mechanics.
- You will not lease, sell, or redistribute our services or digital assets, nor will you make them available on a network for simultaneous use by multiple devices.

When accessing or using the Site or Application, you should understand the volatility of digital assets and that there's no guaranteed protection against losses when using the Site or Application related to digital assets.

You also confirm that you're not undertaking transactions beyond your financial capacity and recognize the risks associated with digital assets.

Argybargy does not offer advice or recommendations on investing in Tokens. Before considering such investments, consult your financial advisor.

You accept that any digital asset provided by Argybargy isn't guaranteed to have any value.

Using our services allows Argybargy a royalty-free, global, non-exclusive right to use any content you might create in connection with our services.

By accessing or using the Site or Application, you assert that you're a legitimate user of Argybargy's services. You will not use Argybargy services in connection with unlawful activities, including but not limited to:

- Funding terrorism
- Money laundering
- Illegal gambling
- Distributing drugs
- Malicious hacking, including ransomware payments
- Any activities posing a financial risk or legal liability, pyramid schemes, or referral programs
- Providing false or incomplete information
- Interfering with the Site or Application's security
- Using the Platform unlawfully or in ways that infringe on someone's intellectual property rights
- Taking advantage of technical glitches in the Argybargy platform
- Sending 'spam' or misleading communications
- Collecting users' personal data without permission

INTELLECTUAL PROPERTY RIGHTS

You acknowledge that the Site or Application and its Services are Argybargy's or its licensors' property. Argybargy grants you limited access and use of the Site or Application, subject to these Terms' limitations and obligations. You agree that "Argybargy" and its associated graphics are Argybargy's registered trademarks.

Commercially exploiting fan art or similar content derived from the Site or Application and its related projects is not permitted. Personal, non-commercial fan art must be labeled as "Argybargy Fan Art" and linked to the Site or Application (argybargy.io). Argybargy has the final say on what constitutes fan art or merchandise.

If you create fan-art for personal, non-commercial purposes, your artwork must be clearly labeled as "Argybargy Fan Art" with a link to our website or application (argybargy.io). Argybargy holds the authority to define what qualifies as fan art/merchandise.

USER REGISTRATION

To access specific features of our Site or Application, you may need to register an account or provide a wallet address. You commit to safeguarding your password and accept responsibility for any actions conducted under your account.

Argybargy is not accountable for any losses you may incur if you lose access to your account or wallet, to the furthest extent permitted by laws.

PROHIBITED ACTIVITIES

The Site or Application is designed for specific purposes; you're prohibited from using them for any other, particularly commercial intentions unless there's a legally binding contract with Argybargy. Prohibited actions include but aren't confined to:

1. Unauthorized data collection from our platform.
2. Misuse, such as unsolicited mailings or fake account creations.
3. Usage of agents for purchases on the platform.
4. Unpermitted advertisements or sales offers.
5. Tampering with our platform's security.
6. Unsanctioned framing or linking.
7. Attempting to deceive us or other users.
8. Misusing our support channels or falsely reporting issues.
9. Automating system usage, like scripted comments.
10. Disrupting the site or associated networks.
11. Impersonating other users.
12. Selling/transferring your profile.
13. Using the platform to harm others.
14. Competing against us or using our content for profit.
15. Trying to decipher our software.
16. Circumventing site access restrictions.
17. Threatening our staff.
18. Removing copyright notices.
19. Copying our site's coding.
20. Uploading harmful files or spamming.
21. Using mechanisms that gather user data.
22. Deploying unauthorized automated systems.
23. Damaging our reputation.
24. Breaching applicable laws or regulations.

PAYMENT AND FEES

Argybargy might employ third-party payment channels. If you transact through our platform and choose a third-party payment gateway, you are bound by their terms.

We hold no control over these third-party services, and you use them at your discretion. You release Argybargy from any third-party payment gateway-related liabilities.

PURCHASES AND REFUNDS

Argybargy isn't mandated to approve refunds on the platform. We decide on refunds based on our judgment, which extends to various scenarios, including technical glitches, accidental purchases, or other user-related incidents.

SUBMISSIONS

Any feedback or information concerning the Site, Application, or smart contracts ("Submissions") that you share is non-confidential and becomes Argybargy's exclusive property. We hold rights to utilize these Submissions without owing any compensation. You waive any rights over your Submissions and ensure they are original or that you can legally share them. We are immune to any claims of infringement related to your Submissions.

TAXATION

You're solely responsible for taxes associated with your in-game currency transactions through our platform. Argybargy currently can't offer taxation reports on your operations. You must gather necessary details to meet your tax obligations in your jurisdiction.

THIRD PARTY PLATFORMS AND RESOURCES

Our Platform or App might provide (or you might receive through the Platform or App) links to other online platforms or sites ("Third-Party Platforms"), as well as articles, photos, literature, illustrations, tunes, audio, clips, designs, and other materials or items sourced from third parties ("Third-Party Resources"). We do not vet, monitor, or validate the precision, relevancy, or entirety of such Third-Party Platforms and Third-Party Resources. We are not accountable for Third-Party Platforms you access via our Platform or App or for any Third-Party Resources available or installed from our Platform or App. Associating with, allowing use or installation of Third-Party Platforms or Third-Party Resources does not signify our endorsement. Use these at your own discretion, and be aware that our Terms no longer oversee your interactions with these resources.

Transactions you execute through Third-Party Platforms are with other entities, and we are not involved in them. We are not liable for issues stemming from your dealings with third parties, including purchases. You acknowledge that we are not accountable for any misfortune or damage due to your interactions with Third-Party Resources or Third-Party Platforms.

PROMOTIONAL CONTENT

Advertisers may present their promotional content in specified sections of the Platform or App. If you're promoting on our platform, ensure you have the necessary rights and approvals for your advertisements. We provide space for these ads without further affiliations with advertisers.

CONCLUDING USAGE AND BLACKLISTING OF WALLET ID

You may conclude these Terms by formally retracting consent. Upon termination, no reimbursement for any transactions on our Platform or App will be granted.

At our discretion, we can suspend or ban access to our services, including blacklisting your wallet ID, without prior notice. You understand that we reserve the right to take any necessary legal actions in case of unauthorized use of our Platform or App.

If these terms are concluded due to any violation on your part, you accept that we can use all remedies available to us.

LIABILITY RESTRICTIONS

Argybargy, its associates and stakeholders, aren't liable for any loss resulting from the usage of the Platform or App.

Argybargy isn't responsible for:

1. Service interruptions or failures.
2. Technical malfunctions.
3. Data corruption.
4. Misrepresentations by platforms imitating Argybargy.
5. Unsanctioned access to your authorization tools.
6. Business losses.

Argybargy will not be held accountable for any deliberate misconduct or significant negligence.

Argybargy is not accountable for losses from third-party services linked with our platform.

Our Platform or App is offered "as is." Argybargy disclaims any implied warranties.

INDEMNITY

You pledge to protect Argybargy against all third-party claims resulting from:

1. Your violation of these terms.
2. Misuse of the Platform or App.
3. Any infringement of laws or third-party rights.

FULL AGREEMENT

These Terms represent the entirety of the understanding between you and Argybargy.

PROVISION VALIDITY AND FORBEARANCE

Invalidation of any provision doesn't affect the validity of remaining provisions. Non-enforcement of any provision by Argybargy isn't a waiver of its rights.

TERMS TRANSFER

Argybargy can transfer these terms or assign duties. You cannot transfer or delegate your obligations without transferring the ARBY tokens.

NO PARTNERSHIP

These terms don't create a partnership or joint venture between parties.

UNCONTROLLABLE EVENTS

Argybargy isn't responsible for delays due to events beyond control, like natural disasters or governmental regulations.

ACCESS TO AND MODIFICATION OF PERSONAL DATA

Upon account termination, we retain your data for seven years. You can modify your personal data by contacting us at support@argybargy.io

JURISDICTION

Your interactions with the Platform or App are governed by UAE laws.