

General terms of use  
**Waves Ducks Game**

**21 Apr 2022**

PLEASE READ THESE TERMS OF USE ('TERMS') CAREFULLY. BY PARTICIPATING IN THE GAME "WAVES DUCKS GAME", YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS AND ALL THE CONDITIONS INCLUDED IN THESE TERMS. IF YOU DO NOT AGREE WITH THEM, DO NOT PARTICIPATE IN THE GAME 'WAVES DUCKS GAME'.

The Terms constitute a legally binding agreement made between you (the 'User') and Waves Ducks team, a decentralized community of developers and users over the world ('we') concerning your access to and use of the Website (<https://wavesducks.com/>), in particular, and the Waves Ducks Game, in a whole.

Supplemental terms and conditions or documents that may be posted on the Website (inter alia, links to the official media accounts) from time to time are hereby expressly incorporated herein by reference. These Terms must be read in conjunction with our Privacy Notice: [https://wavesducks.com/docs/privacy\\_policy.pdf](https://wavesducks.com/docs/privacy_policy.pdf)

The Waves Ducks Game is not intended for distribution and/or for a promotion to any person or entity in any jurisdiction or country where such distribution and/or using (play) the Game and/or a promotion would be contrary to law or regulation, or which would subject us to any registration requirement within such jurisdiction or country. Each person who uses the Game and/or accesses the Website while breaking their local laws is doing it on their own initiative and will have to deal with the consequences, if applicable. We are not responsible for such illegal behavior.

The Waves Ducks Game is developing. Its mechanics could be adjusted based on users' behavior and conditions in the Waves Duck universe.

#### THE MAIN DEFINITIONS

Unless otherwise defined in these Terms, capitalized terms shall have the meanings set out in this section:

- **Waves Ducks Game** (the 'Game') is a decentralized distributed application on the Waves blockchain (<https://waves.tech/>) using specially developed smart contracts to enable users to own, acquire, transfer, battle, exchange the Ducks and play any other mechanics of the Game for fun.
- the **Website** (<https://wavesducks.com/>) is an interface of the Game.
- a **Virtual item** is a digital object in the Game that has no cash value and has no value outside of the Game. Other than within the gameplay of the Waves Ducks Game, virtual items may not be transferred or sold to any other person.
- a **Duck** is a virtual item in the form of an NFT-token with an image of a Duck that can participate in the Game mechanics. Each Duck has its own genotype, background color and generation number. Genotype consists of eight unique genes (attributes): head, eyebrows, eyes, beak, right wing, left wing, body and tail.

- Jackpot Duck is a special Duck with a high rarity. It permanently keeps 100% rarity and offers some special options for game mechanics you can use.
- a **baby Duck** is a virtual item in the form of an NFT-token with an image of a duckling that can take part in the game mechanics.
- an **Artefact** is a virtual item that may enhance the productivity of a Duck and/or may help increase the rarity of a Duck.
- the **Marketplace** allows users to acquire, sell and exchange Virtual items for EGG rewards.
- **EGG reward** is a digital in-game reward in the form of a token that is distributed among users for completed tasks (social-media activities).
- a **User** is a participant of the Game that compliant with the following conditions:
  - has a Waves address;
  - over the age of 21, as the Game is not intended for children.
 If a User is not compliant with the following conditions, s\he cannot participate in the Game.
- the **Owner of IP rights** on the Game (the ‘Owner of the Game’ or ‘Owner of the dApp’) is Waves Ducks team, a decentralized community of developers and users over the world, that makes the Game available to users and possess all IP rights on the Game.

## EGG REWARDS

Any transactions within the Game, including within the Marketplace, are performed in EGG rewards. These transactions are technically conducted solely through the Waves blockchain. All information about commissions of the Waves blockchain you may find here as a Waves address owner: <https://docs.waves.tech/en/blockchain/transaction/transaction-fee>

EGG rewards are not considered legal tender, are not issued, or backed by any government. They are not insured against theft or loss by any insurance corporation or any investor protection, or any other authorized body from anywhere.

We will have no insight into or control over these payments or transactions, nor do we can reverse any transactions. With that in mind, we will have no liability to you or any third party for any claims or damages that may arise because of any transactions you engage in.

You can receive EGG rewards by participating in our activities (Rounds) on social media.

## LOOT BOXES

Sometimes we can introduce Loot boxes mechanics to our Users. Such loot box grants Artefacts that can be traded with other users within the Game only (e.g. by means of an in-game trading platform (the Marketplace)). Each loot box will have limited items offering powerful Artefacts. As the Game may perform the Loot boxes mechanics, not all users are allowed to play it. If the User is from a jurisdiction that prohibits such mechanics, s/he cannot play the Game. These jurisdictions are, including but not limited:

- United Arab Emirates;
- Japan;
- Republic of Korea;
- China (except Macao and Taiwan);

- Hong Kong;
- Australia;
- Belgium;
- The Netherlands.

## INTELLECTUAL PROPERTY

The Game is licensed, not sold, to you with a worldwide, non-commercial, non-exclusive, non-transferable, revocable, non-sublicensable license. You own a virtual item (a Duck) in the form of an NFT-token on the Waves blockchain by acquiring it for EGG rewards. We grant you a limited, worldwide, non-exclusive, revocable, non-transferable, royalty-free license to access, use, copy, and display the image for your Duck, along with any extensions that you choose to create or use, solely for the following purposes: (i) for your own personal, non-commercial use; (ii) as part of the Marketplace that permits the purchase and sale of your Ducks, provided that the Marketplace cryptographically verifies each Duck owner's rights to display the image for their acquired Ducks to ensure that only the actual owner can display the image. Such license has a limited period of time. You do not become the owner of the image of the acquired Duck. You understand and accept that the image of the Duck and the Duck (a virtual item in the form of an NFT-token) are not the same thing.

Creating original fanart (artwork based on popular works in the Game that is created by fans) without monetizing is acceptable without any license or ownership, but such fanart must clearly state "Waves Ducks Fanart".

You agree that you may not, nor permit any third party to do or attempt to do any of the foregoing without our express prior written consent in each case:

- use the image of the Duck to advertise, market, or sell any third-party product or service;
- use the image of the Duck in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
- use the image of the Duck in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in these Terms or solely for your own personal, non-commercial use;
- sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the image of the Duck, except as expressly permitted in these Terms;
- attempt to trademarks, copyright, or otherwise acquire additional intellectual property rights in or to the image of the Duck;
- or otherwise, utilize the image of the Duck for your or any third party's commercial benefit.

To the extent that the image of some Ducks may contain Third Party IP (e.g., licensed intellectual property from a celebrity, athlete, or another public figure), you understand and agree as follows:

- that you will not have the right to use such Third-Party IP in any way except defined in these Terms;
- all restrictions defined in these Terms will survive the expiration or termination of these Terms.

If you exceed the scope of the license granted by us without entering into a broader license agreement with or obtaining an exemption, you acknowledge and agree that: (i) you are in breach of these Terms; (ii) you will be responsible to reimburse us for any costs and expenses incurred by us during enforcing these Terms against you.

Unless otherwise indicated, the Game is our property and all database, website design, audio, video, text, images, graphics, etc. on the Website (collectively, the ‘Content’) and trademarks, service marks and logos (collectively, ‘Marks’) contained therein are owned, controlled by us, or licensed to you, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competitions laws of the Seychelles islands, foreign jurisdictions, and international conventions.

Except as expressly provided in these Terms, no part of the Game and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

For the sake of clarity, you understand and agree that:

- (a) the purchase of a Duck does not give you any rights or licenses other than those expressly contained in these Terms;
- (b) you do not have the right, except as otherwise set forth in these Terms, to reproduce, distribute, or otherwise commercialize any elements of our materials (including, without limitation, any image) without our prior written consent in each case, which consent we may withhold in our sole and absolute discretion;
- (c) you will not apply for, register, or otherwise use or attempt to use any of our trademarks or service marks, or any confusingly similar marks, anywhere in the world without our prior written consent in each case, which consent we may withhold at our sole and absolute discretion.

#### GAME AND THE WAVES BLOCKCHAIN

We neither own nor control the Waves blockchain, Google Chrome, or any other third-party website, product, or service that you might access, visit or use for the purpose of enabling you to use the Game. Accordingly, we will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer because of your transactions or any other interaction with any such third parties. Crypto address is provided to you by a third party, not by us. So, you should study their terms of use carefully and be confident in their security measures.

Transactions that take place within the Game are managed and confirmed via the Waves blockchain. You understand that your Waves public address will be made publicly visible whenever you engage in a transaction within the Game.

The Game is built on the Waves blockchain, but we do not have any connections with the Waves team. The Waves team and our team are independent contractors, and nothing in these Terms create any agency, partnership, or joint venture.

DUCKS ARE INTANGIBLE DIGITAL ASSETS THAT EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE WAVES BLOCKCHAIN OR IN THE BLOCKCHAIN OF A PARTNER ECOSYSTEM WITH WHICH THE WAVES BLOCKCHAIN HAS A CORRESPONDING BRIDGE. WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES OR PROMISES WITH RESPECT TO SMART CONTRACTS.

### GAME AND OTHER ECOSYSTEMS

You have the possibility to send some of your Ducks to other ecosystems mentioned below. You fully understand and accept that you should act in accordance with these General terms of use of a particular ecosystem.

OpenSea (a marketplace for NFTs on the Polygon blockchain)

If you send a Duck to OpenSea, you should follow its Terms of Service: <https://opensea.io/tos>

You have the possibility to return your Duck back to the Waves blockchain.

You fully understand and accept that transferring a Duck may be charged. Not every Duck may be transferred. Your interface will reflect the possibility of transfer your Duck.

### USER REPRESENTATIONS

You may not assign any of your rights or obligations under these Terms, whether by operation of law or otherwise, without our prior written consent. We may assign our rights and obligations under these Terms in our sole discretion to an affiliate or in connection with an acquisition, sale, or merger.

You acknowledge and agree that EGG rewards are not an investment by or of us. YOU UNDERSTAND THAT ANY REPRESENTATIONS MADE BY YOU AT ANY TIME THAT EGG REWARDS ARE INVESTMENTS IS A DIRECT BREACH OF THESE TERMS. A determination of the same will be made at the sole discretion of the Owner of the Game.

You agree that you are responsible for your own conduct while accessing or using the Game, and for any consequences thereof.

You agree to use the Game only for purposes that are legal, proper and in accordance with these Terms and your applicable laws or regulations.

If you engage in illegal activities, we may, at our sole and absolute discretion, without notice to you, delete your Ducks' images from the Game. If we delete your Ducks' images from the Game, such deletion will not affect your ownership rights of tokens of Ducks that you own.

You understand that the Waves Ducks Team, the Waves Ducks community are not liable for Users' losses.

You understand the peculiarities of blockchain technology and of the games made on blockchain technology.

## TERMINATION

You may terminate these Terms at any time by stopping to play. We may terminate these Terms if you have breached a material term of these Terms. On termination of these Terms, you may no longer have access to the Game. This clause will survive termination or expiry of these Terms.

We may limit access to the Game from some jurisdictions if the Game's mechanics are not compliant with the local regulations.

These Terms of Use remain in full force and effect while you use (play) the Game.

## COMMUNICATION

All communications and notices made or given pursuant to these Terms must be in the English language. You can contact us via email: [info@wavesducks.com](mailto:info@wavesducks.com)

## ASSUMPTION OF RISKS

You accept and acknowledge each of the following:

- The value of NFTs is incredibly volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your NFTs, which may also be subject to significant price volatility. As a result, we cannot guarantee that any purchasers of NFTs will not lose money.
- The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Waves ecosystem and, therefore the potential utility or value of NFTs.
- The Game was created for User's fun. You should not perceive the Game as a source of income.
- The Game is developed and maintained thanks to the Waves Ducks community. It means that the Game can be closed at any time if the Waves Ducks community makes such a decision. If the Game is closed, you will still have your acquired NFT-tokens whatever, but the license of the images of Ducks and the license to play the Game will be revoked.

## LIMITATION OF LIABILITY

WE ARE NOT RESPONSIBLE FOR ILLEGAL ACCESS OF THE USERS WHO ARE NOT MEET THE CRITERIA, INCLUDING IF THE USER GET ACCESS BY USING SPECIAL SERVICES TO BYPASS THE BAN.

IF THE LAW OF THE USER'S RESIDENCE PROHIBITS TO TAKE PART IN ANY MARKETING ACTIVITIES, INCLUDING BUT NOT LIMITED TO COLLECT NFT-UNITS, THE USER MUST NOT ACCEPT THE ROUND'S TERMS AND CONDITIONS FOR AIMING TO GET EGGS.

WE ARE NOT LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS. FURTHER, TO THE FULL EXTENT PERMISSIBLE BY LAW, THE USER'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS WILL NOT EXCEED 100 OF SEYCHELLOIS RUPEE. THESE LIMITATIONS AND EXCLUSIONS REGARDING DAMAGES APPLY EVEN IF ANY REMEDY FAILS TO PROVIDE ADEQUATE COMPENSATION.

NOTHING IN THESE TERMS WILL PREJUDICE THE STATUTORY RIGHTS THAT THE USER MAY HAVE AS A CONSUMER OF THE GAME.

THE GAME WILL BE LAUNCHED IN STAGES, AND ITS MECHANICS CAN BE ADJUSTED DEPENDING ON THE BEHAVIOR OF USERS AND THE FEEDBACK FROM THEM. THE USER FULLY UNDERSTAND AND ACCEPT THAT THE VALUE OF EVERY DUCK IS DEFINED BY USERS OF THE GAME. THIS VALUE IS VERY VOLATILE.

PLEASE CONSIDER CAREFULLY WHETHER SUCH GAMING IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION AND ABILITY TO BEAR ALL RISKS. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY LOSS OR DAMAGE YOU OR ANYONE ELSE INCURS AS A RESULT OF ANY ACTIVITY THAT YOU OR ANYONE ELSE ENGAGES THROUGH THE GAME. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU ARE TAKING PART IN THE GAME IS AT YOUR SOLE RISK.

YOU UNDERSTAND AND ACCEPT THAT BREEDING, FARMING, REBIRTH, AND OTHER ACTIVITIES IN THE GAME HAVE A VERY HIGH RISK OF LOSS. THESE OPERATIONS AIM TO EARN EGG REWARDS, BUT THEY DO NOT GUARANTEE IT.

IF YOU ARE 13 OR OLDER BUT UNDER THE AGE OF 21, OR THE LEGAL AGE OF MAJORITY WHERE YOU RESIDE IF THAT JURISDICTION HAS AN OLDER AGE OF MAJORITY, THEN YOU AGREE TO REVIEW THESE TERMS WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT BOTH YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THESE TERMS. YOU AGREE TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THESE TERMS ON YOUR BEHALF. IF YOU ARE A PARENT OR GUARDIAN AGREEING TO THE TERMS FOR THE BENEFIT OF A CHILD OVER 13, THEN YOU AGREE TO AND ACCEPT FULL RESPONSIBILITY FOR THAT CHILD'S USE OF THE APP, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE GAME AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY

DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US. WE WOULD NOT BE ABLE TO PROVIDE THE GAME TO YOU WITHOUT THESE LIMITATIONS.

#### DISPUTE RESOLUTION

Disputes arising between the parties under this Agreement or in connection with it are resolved during the pre-trial dispute resolution procedure.

If it is impossible to resolve the dispute within 30 calendar days from the date of sending the claim to one of the parties, the dispute is resolved in accordance with applicable law.

The Agreement and any legal relations between the Parties arising out of or in connection with these Terms shall be governed and interpreted in accordance with the laws of the Republic of Seychelles, without regard to its conflict of laws rules. The Parties shall resolve all their disputes arising out of or in connection with the Agreement in the court of the Republic of Seychelles.

YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

#### INDEMNIFICATION

You agree to hold harmless and indemnify us and our subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and attorneys' fees arising out of or in any way related to (i) your breach of these Terms, (ii) your misuse of the Game, or (iii) your violation of applicable laws, rules or regulations in connection with your access to or use of the Game.

#### EXTERNAL SITES

The Game and its Website may include hyperlinks to other websites or resources (collectively, 'External Sites'), which are provided solely as a convenience to our users. We have no control over any External Sites. You acknowledge and agree that we are not responsible for the availability of any External Sites and that we do not endorse any advertising, products, or other materials on or made available from any External Sites. Furthermore, you acknowledge and agree that we are not liable for any loss or damage which may be incurred because of the availability or unavailability of the External Sites or as a result of any reliance placed by you upon the completeness, accuracy or existence of any advertising, products or other materials on, or made available from, any External Sites.

#### CHANGES TO THE TERMS



We may make changes to the Terms from time to time. When we make changes, we will make the updated Terms available on the Website and update the “Last Updated” date at the beginning of these Terms accordingly. Therefore, please check these Terms periodically for changes. If you do not agree to any revised Terms, you may not access or use the Game.

#### CHANGES TO THE GAME

We are constantly innovating the Game to help provide the best possible experience. You acknowledge and agree that the form and nature of the Game, and any part of it, may change from time to time without prior notice to you and that we may add new features and change any part of the Game at any time without notice.