
Terms of Service

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UNCOD3 PTE. LTD.

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These Terms of Service ("**Terms**") govern your access to and use of the Activate platform, including our Telegram mini app, website at uncod3.xyz, and all related services (collectively, the "**Platform**"), operated by UNCOD3 PTE. LTD. ("**UNCOD3**," "**we**," "**us**," or "**our**").

The Platform operates as a Telegram Mini App (Third-Party App or "TPA") within the Telegram ecosystem. Your use of the Platform is also subject to Telegram's Terms of Service, Terms of Service for Mini Apps, and Terms of Service for Bots. In the event of a conflict between these Terms and Telegram's terms, Telegram's terms shall prevail with respect to the Telegram Mini App environment.

By accessing or using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, and all applicable Telegram terms and policies. If you do not agree, you must not access or use the Platform.

1. Eligibility

You must be at least 18 years of age to use the Platform. By using the Platform, you represent and warrant that you meet this age requirement, have the legal capacity to enter into a binding agreement, and are not prohibited from using the Platform under applicable law.

If you are using the Platform on behalf of a business or other legal entity, you represent that you have authority to bind that entity to these Terms.

2. Account Registration

To access the Platform, you must authenticate via your Telegram account. You may also be required to provide additional information, including your email address, social media accounts (X, TikTok, YouTube), and TON wallet address.

You are responsible for:

- Maintaining the security of your Telegram account and any linked credentials.
- Ensuring that all information you provide is accurate, current, and complete.
- All activity that occurs under your account, whether or not authorized by you.

You must notify us immediately at support@uncod3.xyz if you suspect unauthorized access to or use of your account.

3. Platform Description

Activate is an influencer marketing platform that connects content creators ("**Creators**") with brands, advertisers, and campaign organizers ("**Brands**"). The Platform facilitates campaign discovery, content submission, performance tracking, and payment distribution.

UNCOD3 acts as an intermediary platform. We are not a party to any agreement between Creators and Brands, and we do not guarantee the outcome, quality, or success of any campaign. Telegram is not a party to any transaction or interaction conducted through the Platform and bears no responsibility for disputes, data handling, or outcomes arising from your use of the Platform.

4. User Responsibilities

4.1 General Obligations

All users of the Platform agree to:

- Comply with all applicable local, national, and international laws and regulations.
- Use the Platform only for its intended purposes.
- Not engage in any activity that interferes with, disrupts, or imposes an unreasonable burden on the Platform or its infrastructure.
- Not attempt to gain unauthorized access to any portion of the Platform, other accounts, or systems connected to the Platform.
- Not use any automated means (bots, scrapers, crawlers) to access or interact with the Platform, except through our official APIs.
- Not use the Platform for surveillance, tracking, or monitoring of any individuals, including monitoring protests, rallies, or community organizing activities.
- Not create large datasets, machine learning models, or AI products from Platform data or user data.

4.2 Creator Obligations

If you use the Platform as a Creator, you additionally agree to:

- Only connect social media accounts that you own and have full control over.
- Submit only original content that you have the right to use and distribute.
- Complete campaigns in good faith and in accordance with the campaign brief provided.
- Not artificially inflate engagement metrics through purchased followers, bots, or engagement manipulation.

4.3 Advertising Disclosure Requirements

Creators are required to comply with all applicable advertising disclosure laws and regulations when posting sponsored content, including but not limited to:

- **FTC Guidelines (United States):** The Federal Trade Commission requires clear and conspicuous disclosure of material connections between Creators and Brands. Use clear terms such as "#ad," "#sponsored," or "Paid partnership with [Brand]."
- **ASA Rules (United Kingdom):** Advertising Standards Authority rules require clear identification of advertising content.
- **Equivalent Requirements:** Comply with advertising disclosure regulations in your jurisdiction.

Each piece of content (video, image, story, post) requires its own disclosure. Failure to comply may result in account suspension and potential legal liability.

4.4 Brand Obligations

If you use the Platform as a Brand, you additionally agree to:

- Provide clear, accurate, and complete campaign briefs.
- Not request content that is unlawful, deceptive, or violates third-party rights.
- Fulfill payment obligations for approved campaigns in a timely manner.
- Respect the intellectual property rights of Creators.
- Monitor Creator content to ensure compliance with applicable advertising disclosure requirements.

5. Content Guidelines

5.1 Prohibited Content

You must not submit, upload, or promote content through the Platform that:

- Is unlawful, defamatory, obscene, pornographic, or sexually explicit.
- Promotes violence, terrorism, hate speech, or discrimination based on race, ethnicity, gender, religion, sexual orientation, disability, or any other protected characteristic.
- Infringes upon any third party's intellectual property rights, including copyrights, trademarks, or trade secrets.
- Contains malware, viruses, or any code designed to interfere with the operation of any system.
- Is misleading, deceptive, or constitutes a scam or fraudulent scheme.
- Violates the terms of service of any connected social media platform (X, TikTok, YouTube).
- Promotes illegal substances, unregulated financial products, or activities prohibited by applicable law.
- Promotes non-TON cryptocurrencies or non-TON wallet connections within the Telegram Mini App.

5.2 Content Moderation

We reserve the right, but are not obligated, to review, moderate, or remove any content that violates these Terms or that we determine, in our sole discretion, is harmful or objectionable. We may suspend or terminate accounts that repeatedly violate content guidelines.

5.3 Intellectual Property

Creators retain ownership of the content they create. By submitting content through the Platform in connection with a campaign, Creators grant the relevant Brand a license to use that content in accordance with the campaign terms. All Platform branding, design, software, and proprietary content are owned by UNCOD3 and are protected by intellectual property laws.

6. Telegram Platform & Blockchain

6.1 Telegram Mini App

The Platform is delivered as a Telegram Mini App and relies on Telegram's infrastructure for authentication, delivery, and user interaction. UNCOD3 is not responsible for changes to Telegram's platform that affect the availability or functionality of the Platform.

6.2 Telegram's Role and Liability

Telegram acts solely as the platform through which the Mini App is delivered. Telegram does not vet, control, or endorse our data practices, content, or services. You acknowledge that Telegram bears no responsibility for any aspect of the Platform, including data handling, payment processing, campaign outcomes, or content disputes.

6.3 TON Blockchain Exclusivity

In compliance with Telegram's blockchain guidelines for Mini Apps, all cryptocurrency and blockchain features within the Platform operate exclusively on the TON Blockchain. The Platform does not support alternative blockchains or non-TON wallet connections within the Telegram Mini App environment.

6.4 Wallet Responsibility

You are solely responsible for the security and management of your TON wallet. UNCOD3 does not have custody of, or access to, your private keys or wallet credentials. If you lose access to your wallet, UNCOD3 cannot recover your funds or reverse transactions.

6.5 Content Creator Rewards

Where applicable, rewards distributed through the Platform may be subject to Telegram's Content Creator Rewards Terms.

6.6 Apple & Google Platform Compliance

As the Platform is accessible through Telegram applications distributed via the Apple App Store and Google Play Store, your use is also subject to the applicable terms and guidelines of those platforms.

7. Payments

7.1 Payment Methods

The Platform supports payments through the following methods:

- **Telegram Stars:** For digital goods and services within the Telegram Mini App, processed via Telegram Stars in accordance with Telegram's payment policies.
- **TON Blockchain:** Cryptocurrency payments and reward distributions via the TON network using smart contracts.
- **Traditional Payment Methods:** Credit/debit card payments and bank transfers, as available in your region.

7.2 Creator Payments

Creators are eligible to receive payment for completed and approved campaign work. Payment amounts, timelines, and conditions are determined by the applicable campaign terms. UNCOD3 may deduct applicable platform fees, commissions, or transaction costs before distributing payments.

7.3 Platform Fees

UNCOD3 charges service fees for facilitating campaigns and processing payments. Applicable fees will be disclosed to you before you commit to any transaction. We reserve the right to modify our fee structure with reasonable advance notice.

7.4 Taxes

You are solely responsible for determining and fulfilling any tax obligations arising from your use of the Platform, including income tax, GST, VAT, or any other applicable taxes. UNCOD3 does not provide tax advice.

7.5 Refunds & Chargebacks

Refund eligibility is determined on a case-by-case basis. Blockchain transactions are generally irreversible once confirmed on the TON network. For Telegram Stars transactions, refunds and disputes are handled in accordance with Telegram's payment policies. Unauthorized chargebacks may result in account suspension.

7.6 Payment Support

For payment-related inquiries, contact us at support@uncod3.xyz or use the `/paysupport` command in our Telegram bot. We will endeavor to respond within 5 business days.

7.7 Anti-Money Laundering & Know Your Customer

UNCOD3 complies with applicable AML and KYC regulations. We may require additional identity verification before processing certain transactions. We reserve the right to refuse or delay transactions where we suspect fraudulent or unlawful activity.

8. Social Media API Usage

By connecting your social media accounts to the Platform, you agree to comply with the terms of service of each respective platform:

- **X (Twitter):** Subject to the X Developer Agreement and Policy. Data is not used for surveillance or monitoring of individuals.
- **TikTok:** Subject to the TikTok Developer Terms of Service.

- **YouTube:** Subject to the YouTube API Services Terms of Service and YouTube Terms of Service.

You may revoke the Platform's access to your social media accounts at any time through the respective platform's account settings.

9. Platform Limitations

9.1 Availability

We strive to maintain Platform availability but do not guarantee uninterrupted or error-free service. The Platform may be temporarily unavailable due to scheduled maintenance or circumstances beyond our control.

9.2 Third-Party Dependencies

The Platform relies on third-party services including Telegram, AWS, the TON blockchain, X (Twitter), TikTok, and YouTube. UNCOD3 is not liable for disruptions caused by third-party service changes or outages.

9.3 Blockchain Risks

Use of blockchain-based features carries inherent risks, including:

- Volatility in the value of cryptocurrency and digital assets.
- Irreversibility of confirmed blockchain transactions.
- Potential smart contract vulnerabilities.
- Network congestion and variable transaction fees.
- Regulatory changes affecting blockchain transactions in your jurisdiction.

10. Disclaimer of Warranties

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNCOD3 DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

UNCOD3 DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY REGARDING THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY CONTENT, DATA, OR INFORMATION PROVIDED THROUGH THE PLATFORM.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UNCOD3, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE PLATFORM.

OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF: (A) AMOUNTS PAID BY YOU TO UNCOD3 IN THE 12 MONTHS PRECEDING THE CLAIM; OR (B) ONE HUNDRED SINGAPORE DOLLARS (SGD 100).

12. Indemnification

You agree to indemnify, defend, and hold harmless UNCOD3, Telegram, and their respective directors, officers, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, costs, and expenses arising out of or in connection with: (a) your use of the Platform; (b) your violation of these Terms; (c) your content or campaign activities; (d) your violation of any applicable law or regulation; or (e) your infringement of any third-party rights.

13. Termination

13.1 Termination by You

You may stop using the Platform and request account deletion at any time by contacting us at support@uncod3.xyz. Termination does not relieve you of obligations incurred prior to termination.

13.2 Termination by UNCOD3

We may suspend or terminate your access at any time, with or without cause. Grounds for termination include violation of these Terms, fraudulent or harmful activity, repeated content guideline violations, artificial manipulation of engagement metrics, or prolonged inactivity.

13.3 Effects of Termination

Upon termination, your right to access and use the Platform ceases immediately. Provisions that by their nature should survive termination shall continue in full force and effect. Account data will be handled in accordance with our Privacy Policy.

14. Dispute Resolution

14.1 Informal Resolution

Before initiating formal proceedings, you agree to attempt to resolve any dispute informally by contacting us at legal@uncod3.xyz. We will endeavor to resolve the matter within 30 days.

14.2 Arbitration

Unresolved disputes shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the SIAC Arbitration Rules. The seat of arbitration shall be Singapore. The arbitration shall be conducted in English by a sole arbitrator.

14.3 Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

14.4 Exceptions

Either party may seek injunctive or equitable relief in any court of competent jurisdiction to prevent infringement of intellectual property rights.

14.5 Telegram Stars Disputes

For disputes related to Telegram Stars payments, Telegram may refund users and debit Stars from the Platform's balance if a user claim is upheld, in accordance with Telegram's payment policies.

15. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of Singapore, without regard to its conflict of law provisions.

16. Modifications to These Terms

We reserve the right to modify these Terms at any time. If we make material changes, we will provide notice through the Platform or via email at least 14 days before the changes take effect. Your continued use of the Platform after the effective date constitutes acceptance of the revised Terms.

17. General Provisions

17.1 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and UNCOD3 regarding your use of the Platform.

17.2 Severability

If any provision is found to be unenforceable, it shall be limited to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

17.3 Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

17.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. UNCOD3 may assign these Terms without restriction.

17.5 Force Majeure

UNCOD3 shall not be liable for any delay or failure to perform its obligations due to events beyond its reasonable control, including natural disasters, war, pandemic, government action, or third-party service outages.

18. Contact Us

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

UNCOD3 PTE. LTD.

20A Tanjong Pagar Road, Singapore 088443

Email: legal@uncod3.xyz • Support: support@uncod3.xyz • Website: uncod3.xyz