

BARBA



TERMS AND CONDITIONS

FOR BARBAREBASED.COM "BARBA TOKEN"







Introduction

Welcome to Barbarebased.com ("we", "our", "us"). These Terms and Conditions ("Terms") govern your use of our website located at barbarebased.com (the "Website") and any related services provided by us (collectively, the "Services"). By accessing or using the Services, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use our Services.

1. Eligibility

You must be at least 18 years old to use our Services. By using our Services, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into these Terms. Additionally, you must not access or use the Website if the promotion or use of cryptocurrencies is prohibited in your jurisdiction.

2. Registration and Account

To participate in the \$BARBA token presale, you connect your wallet directly to the smart contract on the blockchain. No account creation or registration is required on our Website. All interactions occur client-side via your wallet.

3. Use of the Services

You agree to use our Services only for lawful purposes and in accordance with these Terms. You agree not to:

- Use the Services in any way that violates any applicable federal, state, local, or international law or regulation
- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Services
- Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party's use of the Services

4. Token Presale

By participating in the \$BARBA token presale on IOTA EVM or MoveVM via direct wallet connection to the smart contract, you acknowledge and agree that:

- The purchase of \$BARBA Tokens involves a high degree of risk, and the value of tokens can fluctuate significantly.
- You should conduct your own research and due diligence before making any purchase.
- We do not provide investment advice, and nothing on our Website constitutes investment or financial advice.
- The purchase of \$BARBA Tokens does not entitle you to any ownership or other interest in any company or entity.
- Tokens will not be available immediately upon purchase; by purchasing \$BARBA Tokens, you accept that you will have to wait until the presale concludes to receive the purchased assets.
- \$BARBA is a meme coin with no intrinsic value or expectation of financial return. There is no formal team or roadmap. The coin is completely useless and for entertainment purposes only.

5. Payments and Transactions

All payments and transactions for \$BARBA Tokens must be made in accordance with the instructions provided on the Website, via direct connection to the presale smart contract on IOTA EVM or MoveVM. You acknowledge and agree that:

- Payments are facilitated using the presale smart contract on the blockchain.
- We do not your payment information or wallet details.
- Transactions are processed directly through blockchain technology.
- We are not responsible for any transaction failures, errors, or delays caused by the blockchain.

6. Privacy Policy

Your use of the Services is also governed by our Privacy Policy. By using the Services, you consent to the collection, use, and sharing of your information as described in our Privacy Policy.

7. Intellectual Property

The Services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such material and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

8. User Rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data. These rights are detailed in our Privacy Policy.

9. Third-Party Links

Our Website may contain links to third-party websites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

10. Termination

We may terminate or suspend your access to the Services immediately, without prior notice or liability, at our sole discretion, for any reason whatsoever, including but not limited to a breach of the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

11. Indemnification

You agree to defend, indemnify, and hold harmless Barbarebased.com, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from:

- Your use of and access to the Services
- · Your violation of any term of these Terms
- Your violation of any third-party right, including without limitation any copyright, property, or privacy right
- Any claim that your use of the Services caused damage to a third party.

12. Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall Barbarebased.com, its affiliates, or their respective directors, officers, employees, or agents be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- Your use of or inability to use the Services
- Any unauthorized access to or use of our servers and/or any personal information stored therein
- Any interruption or cessation of transmission to or from the Services

- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Services by any third party
- Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Services.

13. Governing Law

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

14. Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Services after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Services.

15. Contact Us

If you have any questions about these Terms, please contact us at barbashimmer@gmail.com