

Terms of Service

Updated Date:[January 3, 2025]

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING [Flappy Noctule](“App” or “Service”) , which affect your legal rights and obligations. The terms and conditions set forth herein (“Terms”) constitute the full and complete agreement between you (“you” or “your” or “user”) and [Fancan Kong](“we”, “us”, or “our”)

If you do not understand or do not agree to these Terms, do not access or use the App. Your agreement to be bound by these Terms is expressly acknowledged by any use of the App or the Services.

● Update

We have the right to make changes to these Terms at any time. We may update these Terms from time to time in order to reflect, for example, changes to our operational, legal, or regulatory reasons. After these changes are posted and you continue using our Services, you will be deemed to agree to the revised Terms.

● Prohibited uses

We reserve the right to deny any user access to any and all parts of this App, for any reason or no reason, and at our sole discretion. In order to create a valuable service to you, certain types of activities and communications are prohibited. As a condition of your use of the App, you agree that you will not:

- Use the App for any purpose that is unlawful or prohibited by these Terms.
- Post or transmit any message, data, image or program, which is indecent, obscene or pornographic.
- Post or transmit any file to this App or to any other user which contains viruses, worms, time bombs, Trojan horses or any other contaminating or destructive code.
- Post or transmit any message or image which is libelous, defamatory or which discloses private or personal matters concerning any person other than himself/herself.
- Interfere with other users’ use of the App, including, without limitation, spamming or otherwise using abusive tactics to deter others from using the App.

● Children’s Term

If you're under 13 years old, please get permission from your parent or guardian to use the App and you shouldn't use the App without their go-ahead. We believe that parents and guardians have a responsibility to monitor the behavior of their minor children and avoid their use of applications and services that are inappropriate for their age. If you are a parent or guardian and you believe that the App and our Services are inappropriate for your minor child, you should notify us immediately.

● **Third Party Links**

The App may contain links to other websites and online services. The fact that we link to a third-party website or service is not an endorsement or representation of our affiliation with that third party, nor is it an endorsement of their quality of service or privacy policies. We are not responsible for the privacy practices or service practices of such Linked Sites, and these Terms do not apply to such Linked Sites. The operators of Linked Sites may provide you with their own services. We encourage you to review the terms of use of the Linked Sites that you use.

● **Warranties**

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTY OF ANY KIND.

WE HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO WARRANTY THAT (a) THE SERVICE WILL MEET YOUR REQUIREMENTS WILL BE VIEWABLE TO YOU; (b) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT ERRORS WILL BE CORRECTED; OR (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

● **Contact Us**

For any questions or concerns regarding your rights and obligations or these Terms, you may contact us by sending an email to: [jicane@yuukeji.com]

