

TERMS & CONDITIONS
<https://www.bluewaveprotocol.xyz/>
Last Updated: 3rd of June, 2026

These Terms and Conditions (“Terms”) govern access to and use of the Bluewave Protocol website, ecosystem, services, products, applications, tools, APIs, Telegram Mini-App, and related infrastructure (collectively, the “Platform”) operated by Bluewave Labs Limited (“Bluewave”, “Company”, “we”, “our”, or “us”).

By accessing or using the Platform, you acknowledge that you have read, understood, and agreed to be bound by these Terms.

1. ELIGIBILITY

You must:

- be at least eighteen (18) years old;
- possess the legal capacity to enter into binding agreements; and
- comply with all applicable laws and regulations in your jurisdiction.

The Platform may not be accessed or used where prohibited by law.

2. NATURE OF THE PLATFORM

Bluewave Protocol is a Web3 infrastructure and ecosystem platform designed to facilitate verifiable digital participation, ecosystem interaction, community engagement, analytics, and blockchain-enabled utility functions.

Nothing on the Platform constitutes:

- investment advice;
- securities offering;
- financial promotion;
- guaranteed profit opportunity;
- regulated financial services; or
- fiduciary services.

Participation in the Platform does not create any partnership, fiduciary, employment, joint venture, DAO membership, agency, or similar legal relationship between users and Bluewave. Bluewave does not owe users any fiduciary, trustee, investment advisory, or similar duties unless expressly agreed in writing.

3. TOKEN DISCLAIMER

Any digital token associated with the Bluewave ecosystem:

- is intended solely for utility purposes within the ecosystem;
- does not represent equity, ownership, shares, debt instruments, or securities;
- does not guarantee profits, returns, or appreciation in value; and
- may have no market value, liquidity, or exchange availability.

Bluewave makes no representation regarding the future availability, functionality, listing, utility, or market value of any digital token associated with the ecosystem. Users acknowledge and accept the inherent volatility, technological uncertainty, regulatory risks, and market risks associated with blockchain assets and decentralized technologies.

4. USER OBLIGATIONS

Users agree not to:

- engage in unlawful conduct;
- exploit vulnerabilities;
- interfere with system integrity or security;
- use bots or automated abuse mechanisms;
- impersonate any person or entity;
- engage in fraudulent wallet activity;
- manipulate ecosystem rewards or participation systems;
- distribute malicious software or harmful code; or
- violate applicable blockchain compliance standards or sanctions laws.

Users are solely responsible for ensuring that their activities comply with applicable laws in their jurisdiction.

5. WALLET & BLOCKCHAIN RISKS

Users are solely responsible for:

- securing private keys;
- maintaining wallet access;
- verifying wallet addresses;
- protecting authentication credentials; and
- understanding blockchain transaction risks.

Users acknowledge that blockchain transactions are generally irreversible and that Bluewave cannot reverse, recover, or modify completed blockchain transactions once confirmed on the relevant network. Bluewave shall not be liable for:

- lost wallets;
- inaccessible wallets;
- incorrect wallet transfers;
- smart contract exploits;
- gas fee losses;
- network congestion;
- blockchain forks;
- validator failures; or
- third-party blockchain failures.

Blockchain infrastructure may experience delays, interruptions, vulnerabilities, or failures beyond Bluewave's control.

6. INTELLECTUAL PROPERTY

All intellectual property rights relating to the Platform, including:

- trademarks;
- software;
- source code;
- APIs;
- branding;
- designs;
- graphics;
- databases;
- infrastructure;
- written materials; and
- ecosystem architecture,

remain the exclusive property of Bluewave Labs Limited or its licensors unless otherwise expressly stated. No license or ownership rights are granted to users except for limited, revocable, non-transferable personal use of the Platform in accordance with these Terms.

7. THIRD-PARTY SERVICES

The Platform may integrate with or rely upon third-party services including:

- Telegram;
- wallet providers;
- analytics providers;
- blockchain networks;
- APIs;
- cloud infrastructure providers; and
- third-party applications.

Bluewave does not control and assumes no responsibility for third-party services, platforms, policies, security practices, or availability. Your use of third-party services may be subject to separate terms and policies imposed by such providers.

8. DISCLAIMER OF WARRANTIES

THE PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. To the fullest extent permitted by law, Bluewave disclaims all warranties, whether express, implied, statutory, or otherwise, including warranties relating to:

- uptime;
- reliability;
- availability;
- token functionality;
- uninterrupted access;
- ecosystem growth;
- future development;
- compatibility;
- merchantability;

- fitness for a particular purpose; and
- non-infringement.

Bluewave does not guarantee that the Platform will operate without interruption, errors, vulnerabilities, or security incidents.

9. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Bluewave shall not be liable for:

- indirect damages;
- incidental damages;
- consequential damages;
- loss of profits;
- loss of revenue;
- token depreciation;
- data loss;
- ecosystem interruptions;
- blockchain failures;
- cyberattacks;
- regulatory actions;
- third-party misconduct; or
- user misconduct.

In all circumstances, users access and use the Platform entirely at their own risk. To the maximum extent permitted by law, Bluewave's aggregate liability arising from use of the Platform shall not exceed the amount, if any, paid by the user to Bluewave during the twelve (12) months preceding the event giving rise to the claim.

10. TERMINATION OR SUSPENSION

Bluewave reserves the right to:

- suspend accounts;
- restrict access;
- block wallets;
- remove content;
- terminate participation; or
- discontinue services,

where reasonably necessary for:

- security;
- legal compliance;
- misconduct prevention;
- operational integrity;
- fraud prevention; or
- ecosystem protection.

Bluewave may exercise such rights without prior notice where reasonably necessary.

11. MODIFICATION OF SERVICES

Bluewave may:

- modify;
- suspend;
- discontinue;
- restructure; or
- remove

any aspect of the Platform at any time without liability. Bluewave reserves the right to update ecosystem structures, participation mechanisms, rewards systems, token structures, and platform functionality where reasonably necessary.

12. PRIVACY POLICY

Your use of the Platform is also governed by our Privacy Policy, which explains how we collect, use, store, and protect personal data in accordance with the Nigeria Data Protection Act 2023 and applicable laws. By accessing or using the Platform, you acknowledge and agree that your personal data may be processed in accordance with the Privacy Policy and applicable law. The Privacy Policy is incorporated into these Terms by reference.

13. COOKIES & TRACKING TECHNOLOGIES

The Platform may use cookies and similar technologies for functionality, analytics, security, fraud prevention, and operational improvement. Further information regarding cookies is available in our Cookie Policy.

14. USER CONTENT & CONDUCT

You retain ownership of content submitted to the Platform. By submitting content, you grant Bluewave a worldwide, non-exclusive, royalty-free, sublicensable license to use, reproduce, modify, display, distribute, and publish such content for purposes connected with operating, maintaining, promoting, and improving the Platform. Users agree not to submit content that is:

- unlawful;
- defamatory;
- fraudulent;
- infringing;
- abusive;
- harmful;
- deceptive; or
- malicious.

Bluewave reserves the right to remove content or restrict participation where reasonably necessary to protect the Platform or its users.

15. COMPLIANCE, AML/KYC & SANCTIONS

You agree not to access or use the Platform if you are:

- located in;

- ordinarily resident in; or
- subject to sanctions imposed by

Nigeria, the United States, the United Kingdom, the European Union, the United Nations, or any other applicable sanctions authority. Bluewave reserves the right to implement AML/KYC procedures and compliance checks where reasonably necessary or legally required.

Users agree to provide accurate information and cooperate with verification requests where applicable. Failure to comply with compliance requirements may result in suspension, restriction, or termination of access. Users represent and warrant that they are not subject to any export-control restrictions or prohibited-person lists maintained by any applicable governmental authority.

16. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Bluewave, its affiliates, officers, directors, employees, contractors, and agents from and against any claims, damages, liabilities, losses, costs, and expenses arising from:

- your use of the Platform;
- breach of these Terms;
- violation of applicable law; or
- infringement of third-party rights.

17. CHANGES TO TERMS

Bluewave may update or amend these Terms from time to time. Material changes shall be reflected by updating the “Last Updated” date. Continued use of the Platform following such updates constitutes acceptance of the revised Terms. If you do not agree to revised Terms, you must discontinue use of the Platform.

18. FORCE MAJEURE

Bluewave shall not be liable for any delay, disruption, failure, or inability to perform arising from events beyond its reasonable control, including:

- blockchain failures;
- cyberattacks;
- network outages;
- infrastructure failures;
- regulatory actions;
- acts of government;
- war;
- terrorism;
- labor disputes;
- natural disasters; or
- force majeure events generally.

19. SEVERABILITY

If any provision of these Terms is found invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect.

20. ASSIGNMENT

Users may not assign or transfer any rights or obligations under these Terms without Bluewave's prior written consent. Bluewave may assign or transfer these Terms without restriction.

21. ENTIRE AGREEMENT

These Terms, together with the Privacy Policy and Cookie Policy, constitute the entire agreement between users and Bluewave regarding the Platform and supersede all prior discussions, representations, understandings, or agreements.

22. NO FINANCIAL ADVICE

Nothing on the Platform constitutes financial, investment, legal, tax, or professional advice. Users are solely responsible for their decisions and should consult qualified professionals before relying on information obtained from the Platform.

23. PROHIBITED JURISDICTIONS

The Platform is not offered in jurisdictions where access or use would violate applicable law or regulation. Users are solely responsible for ensuring compliance with local laws before accessing or using the Platform.

24. GOVERNING LAW & DISPUTE RESOLUTION

These Terms shall be governed by the laws of the Federal Republic of Nigeria. Any dispute arising from or relating to these Terms shall first undergo amicable resolution for a period of fourteen (14) days. Where unresolved, such disputes shall be referred to arbitration in Lagos, Nigeria in accordance with the Arbitration and Mediation Act 2023. The arbitration proceedings shall be confidential and conducted in the English language.

25. CONTACT INFORMATION

Bluewave Labs Limited

Email: admin@bluewaveprotocol.xyz

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