



Privacy Policy

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Website: <https://bananaaboy.com>



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1. Comprehensive Acceptance of Terms and Conditions

By accessing, browsing, interacting with, or otherwise utilizing the digital premises of bananaaboy.com (hereinafter referred to as the "Website"), you, the individual or entity accessing the Website (hereinafter referred to as the "User", "you", or "your"), acknowledge, understand, and explicitly agree to be legally bound by these exhaustive Terms of Service (hereinafter referred to as the "Terms"). This agreement constitutes a legally binding and enforceable contract between you and the Operator of the Website.

The stipulations contained herein govern every aspect of your engagement with the Website. If you do not agree to every single provision, clause, limitation, and condition set forth in this comprehensive document, you are strictly prohibited from accessing, viewing, or utilizing the Website in any capacity whatsoever, and you must discontinue your use immediately. Your continued use of the Website, including mere navigation of its pages, serves as irrevocable and indisputable proof of your full comprehension and unconditional acceptance of these Terms in their absolute entirety.

2. Identification of the Operator and Legal Entity

The Website is exclusively operated, managed, and maintained by bananaaboy, an entity legally operating and residing within the jurisdiction of Switzerland (hereinafter referred to as the "Operator", "we", "us", or "our"). All official correspondence, legal notices, operational inquiries, and communications pertaining to these Terms, the functionality of the Website, or the Operator's musical projects must be directed in writing to the following designated electronic mail address: bananaaboy.music@gmail.com.

3. Purpose of the Website and Technical Infrastructure Provision

The primary objective and sole purpose of this Website is the provision of informational content, promotional materials, and updates specifically pertaining to the musical projects, artistic releases, and creative endeavors of the Operator.

Furthermore, to ensure the optimal technical performance, search engine indexability, and overall structural integrity of the Website, we employ sophisticated technical infrastructures. This includes, but is not limited to, the utilization of comprehensive sitemaps (XML and HTML variants) and advanced Domain Name System (DNS) configurations. These technical deployments are strictly for the purpose of maintaining a reliable and accessible online presence. They do not alter the fundamental informational nature of the Website, nor do they establish any commercial transaction environment directly on the Website itself.



4. Extensive Protection of Intellectual Property Rights

You acknowledge and agree that all content, materials, architectural designs, underlying source code, and assets presented on the Website are the exclusive intellectual property of the Operator or their respective licensors. This includes, but is unequivocally not limited to, all textual content, articles, musical compositions, audio recordings, visual graphics, logos, typographic designs, user interfaces, visual interfaces, photographs, trademarks, and the overarching compilation, arrangement, and "look and feel" of the Website.

These assets are stringently protected by international copyright laws, trademark laws, intellectual property rights, and unfair competition laws. You are expressly prohibited from engaging in any of the following actions without prior, explicit, written, and signed authorization from the Operator: reproducing, duplicating, copying, selling, reselling, distributing, publicly displaying, modifying, translating, or creating derivative works from any portion of the Website or its contents. Any unauthorized use of the intellectual property constitutes a severe material breach of these Terms and may result in immediate legal action.

5. Strict User Conduct and Prohibited Activities

Your authorization to use the Website is contingent upon your strict adherence to acceptable standards of digital conduct. By accessing the Website, you hereby represent, warrant, and covenant that you will absolutely not engage in, attempt to engage in, or assist others in engaging in any of the following prohibited activities:

- Attempting to bypass, circumvent, or compromise any security measures, authentication protocols, or restricted areas of the Website or its connected servers.
- Interfering with, disrupting, or intentionally degrading the operational capacity, bandwidth, or security framework of the Website through the transmission of malicious code, viruses, trojans, logic bombs, or denial-of-service (DoS) attacks.
- Deploying automated systems, bots, spiders, scrapers, or any data harvesting technologies to systematically extract, mine, or collect data from the Website.
- Utilizing any provided contact forms or email addresses to transmit unsolicited commercial communications, spam, harassing messages, threatening language, defamatory statements, or any content that violates applicable laws or the rights of third parties.

6. Absolute Disclaimer Regarding Third-Party Links and External Services

The Website contains numerous hyperlinks, embedded widgets, and redirects to external third-party platforms, services, and applications. These specifically include, but are not limited



to, major streaming and social media platforms such as Spotify, YouTube, TikTok, Instagram, Apple Music, and SoundCloud.

You must understand and explicitly acknowledge that the Operator exercises absolutely zero control over the content, algorithms, operational stability, terms of service, privacy practices, or data processing activities of these third-party entities. The inclusion of these links does not constitute an endorsement, guarantee, or assumption of responsibility by the Operator. What transpires on these external platforms is solely governed by the independent contractual agreements between you and the respective third-party providers. The Operator formally and comprehensively disclaims any and all responsibility, liability, or obligation arising from your interaction with, reliance upon, or data submission to these external services. Your use of third-party platforms is entirely at your own inherent risk, and any grievances must be directed exclusively to the operators of those specific platforms.

7. Comprehensive Warranties Disclaimer ("As Is" Clause)

The Operator provides the Website and all its associated content strictly on an "AS IS" and "AS AVAILABLE" basis, with all inherent faults and without any warranties of any kind, whether express, implied, statutory, or otherwise.

To the maximum extent permitted by applicable law, the Operator formally disclaims all warranties, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement of third-party rights, and title. The Operator does not warrant, guarantee, or make any representations that the Website will be uninterrupted, perpetually available, entirely secure, error-free, completely accurate, or free from harmful components such as viruses. You bear the entire risk as to the quality, performance, and accuracy of your use of the Website.

8. Absolute Limitation of Liability

Under no circumstances, nor under any legal or equitable theory—whether in tort, contract, strict liability, negligence, or otherwise—shall the Operator, their affiliates, agents, or licensors be held liable to you or any third party for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages.

This comprehensive limitation of liability includes, but is explicitly not limited to, damages for loss of anticipated profits, loss of goodwill, loss of data, business interruption, technological failure, or any other intangible losses arising out of or in connection with your use of, or your inability to use, the Website. This applies even if the Operator has been explicitly advised, knew, or should have known of the possibility of such severe damages. This absolute limitation of liability applies particularly to any damages, losses, or data breaches resulting from your interaction with the aforementioned third-party services.



9. Modifications and Amendments to the Terms

The Operator reserves the sovereign and unilateral right to modify, amend, update, revise, or entirely replace these Terms at any given time, without prior notice or obligation to you. Such modifications shall become immediately effective upon their publication on the Website. It is your sole responsibility to review these Terms periodically to ensure continuous compliance. Your continued access or use of the Website subsequent to the posting of any changes constitutes your binding acceptance of the revised Terms.

10. Governing Law, Jurisdiction, and Severability

These Terms, and any disputes, claims, or controversies arising out of or relating to them or the use of the Website, shall be exclusively governed by, construed, and enforced in accordance with the substantive laws of Switzerland, completely excluding its conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Any legal action or proceeding shall be brought exclusively in the competent courts located within Switzerland, unless mandatory, non-waivable statutory consumer protection laws dictate an alternative jurisdiction. If any provision of these Terms is deemed invalid, unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, that specific provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the remaining clauses, which shall remain in full force and effect.