

Terms of Use

Last updated: January 02, 2018

1. Introduction:

PLEASE READ THIS TERMS CAREFULLY BEFORE USING OUR SERVICES. BY USING ANY OF OUR SERVICES (OTHER THAN TO READ THESE TERMS FOR THE FIRST TIME) YOU AGREE TO COMPLY WITH THESE TERMS OF USE.

Playground ("playground", "playground apps", "we", "us", "our") offers you access to mobile applications, websites and services. These Terms of Use ("Terms", "Terms of Use") govern your relationship with playground website, mobile applications and services (the "Service") operated by playground.

Please read these Terms of Use carefully before using our website, mobile applications or services (the "Services"). Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

2. Access and use

Our Services are provided for personal, non-commercial use only. We may offer certain portions of our Services at no charge and others for a one-time fee, on a subscription basis or under any other lawful pricing structure. In all instances, our Services are not being sold to you; rather, you are being granted or purchasing a limited license to use our Services.

3. Service Content

Our Services, including Service Content are provided for entertainment purpose only. You may not rely on it for any other purpose. Under no circumstances will we be liable for any loss or damage caused by your reliance on any Service Content.

4. Third Party Links

Our Service may contain links to third-party web sites or services that are not owned or controlled by playground. Playground has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that playground apps 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 use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

5. Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it.

6. Free Trial

playground apps may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial"). You may be required to enter your billing information in order to sign up for the Free Trial.

7. Refunds

Except when required by law, paid Subscription fees are non-refundable.

8. Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes the copyright or other intellectual property infringement ("Infringement") of any person. If you are a copyright owner, or authorised on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright

infringement that is taking place through the Service, you must submit your notice in writing to the attention of "Copyright Infringement" of support@ayground.pl and include in your notice a detailed description of the alleged Infringement.

9. Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

10. Limitation Of Liability

In no event shall playground apps, nor its directors, employees, partners, agents, suppliers, or affiliates, 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 (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF playground EXCEED THE GREATER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY playground DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR 250 PLN (Polish Zloty). FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF THE SERVICES OR THESE TERMS OF USE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

11. Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

playground apps its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

12. Governing Law

These Terms shall be governed and construed in accordance with the laws of Poland, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

13. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to 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 Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

14. Contact Us

If you have any questions about these Terms, please contact us at support@ayground.pl