

Terms of Service

Welcome to the game developed by Cautious Games! These Terms of Service ("Terms") govern your use of our game, associated services, and features (collectively, the "Service"). By accessing or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Service.

Please note: Cautious Games is currently a team of two independent developers and not a registered company. These Terms are designed to protect both you, the user, and us, the developers.

1. Acceptance of Terms

By accessing, downloading, installing, or using the Service, you signify your agreement to these Terms. If you are under the age of 18, you must have your parent or legal guardian's permission to use the Service and agree to these Terms.

2. Changes to Terms

We may update these Terms from time to time. We will notify you of any significant changes by posting the new Terms within the Service or on our website (if applicable). Your continued use of the Service after such changes constitutes your acceptance of the new Terms.

3. User Accounts

3.1 Account Creation

To access certain features of the Service, such as saving game data, making in-app purchases, or participating in leaderboards, you may need to create an account using your email address through Firebase authentication.

3.2 Account Security

You are solely responsible for maintaining the confidentiality of your account credentials (email and password) and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with these security obligations.

3.3 Account Information

You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

3.4 Account Termination

We reserve the right to suspend or terminate your account at our sole discretion, without prior notice, for any reason, including but not limited to:

Violation of these Terms.

Engaging in fraudulent, abusive, or illegal activities. Creating multiple accounts to bypass restrictions. Any activity that harms the Service or other users.

4. In-App Purchases

4.1 Payment

The Service may offer in-app purchases of virtual items, currency, or other content ("Virtual Items"). All payments are processed through the respective app store platforms (e.g., Google Play, Apple App Store). By making an in-app purchase, you agree to the terms and conditions of the relevant app store platform.

4.2 Ownership of Virtual Items

You acknowledge that Virtual Items are licensed, not sold, to you. You do not own Virtual Items. You are granted a limited, personal, non-transferable, non-sublicensable, revocable license to use Virtual Items solely within the Service. Virtual Items have no monetary value and cannot be redeemed for real money, goods, or services from us or any other party.

4.3 Refunds

All sales of Virtual Items are final. We are not responsible for providing refunds for in-app purchases. Refund policies are governed by the app store platform through which the purchase was made. Please refer to their respective refund policies for more information.

4.4 Discontinuation of Virtual Items

We reserve the right to manage, regulate, control, modify, and/or remove Virtual Items at any time, with or without notice, and without liability to you.

5. User Conduct

You agree not to engage in any of the following prohibited activities:

Cheating & Hacking: Using unauthorized third-party software, tools, or techniques to gain an unfair advantage or modify the Service.

Exploiting Bugs: Intentionally exploiting bugs, glitches, or errors in the Service for personal gain.

Harassment & Abusiveness: Harassing, threatening, or defaming other users or developers.

Unauthorized Access: Attempting to gain unauthorized access to the Service's servers, accounts, or data.

Data Mining: Using any automated system, including without limitation "robots," "spiders," or "offline readers," to access the Service in a manner that sends more request messages to our servers than a human can reasonably produce in the same period by using a conventional web browser.

Disrupting Service: Taking any action that imposes, or may impose, an unreasonable or disproportionately large load on our infrastructure.

Violating Laws: Using the Service for any illegal or unauthorized purpose.

6. Intellectual Property

All content, features, and functionality within the Service, including but not limited to graphics, text, logos, trademarks, sounds, music, visual interfaces, interactive features, code,

products, software, and other elements, are and will remain the exclusive property of Cautious Games or its licensors. You may not use, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Service, except as generally and ordinarily permitted through the Service's intended functionality.

7. Disclaimers

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CAUTIOUS GAMES MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND HEREBY DISCLAIMS AND NEGATES ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS. FURTHER, CAUTIOUS GAMES DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE MATERIALS ON ITS SERVICE OR OTHERWISE RELATING TO SUCH MATERIALS OR ON ANY SITES LINKED TO THIS SERVICE.

8. Limitation of Liability

IN NO EVENT SHALL CAUTIOUS GAMES, ITS DEVELOPERS, OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR PROFIT, OR DUE TO BUSINESS INTERRUPTION) ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, EVEN IF CAUTIOUS GAMES OR A CAUTIOUS GAMES AUTHORIZED REPRESENTATIVE HAS BEEN NOTIFIED OR ORALLY IN WRITING OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THESE LIMITATIONS MAY NOT APPLY TO YOU.

9. Governing Law

These Terms shall be governed and construed in accordance with the laws of Turkey, without regard to its conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located within Turkey for the purpose of litigating all such claims or disputes.

10. Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to these Terms or the breach, termination, or invalidity thereof shall be resolved through direct court action. We encourage you to contact us directly to seek a resolution.

11. Miscellaneous

11.1 Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

11.2 Entire Agreement

These Terms constitute the entire agreement between you and Cautious Games regarding your use of the Service.

12. Contact Information

If you have any questions about these Terms, please contact us at:

cautiousgames2024@gmail.com

Disclaimer: This document is provided for informational purposes only and does not constitute legal advice. It is highly recommended that you consult with a legal professional to customize these Terms to your specific needs and ensure compliance with applicable laws in your jurisdiction.