

Hitspot Terms of Service

Last Updated: 13.09.2024

Welcome to Hitspot! By using our app, you agree to the following Terms of Service. Please read them carefully.

1. Acceptance of Terms

By accessing or using Hitspot ("App"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, please do not use the App.

2. User Accounts

To use certain features of the App, you may be required to create an account. 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. You must be at least 16 years old to use the App.

3. Content Upload and Usage

You retain ownership of the content you upload to the App. By uploading content, you grant Hitspot a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, display, and perform the content in connection with the App. You are solely responsible for the content you upload and any consequences of uploading such content.

4. Prohibited Conduct

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

- Uploading or sharing content that is illegal, offensive, defamatory, or infringes on any intellectual property rights.
- Using the App to harass, abuse, or harm others.
- Impersonating any person or entity or misrepresenting your affiliation with any person or entity.
- Disrupting or interfering with the operation of the App or its servers.

5. User Responsibilities

You are responsible for maintaining the security of your account and for all activities that occur under your account. You agree to promptly notify us of any unauthorized use of your account.

6. Termination

We reserve the right to terminate or suspend your account and access to the App at our sole discretion, without prior notice or liability, for any reason, including if you breach these Terms.

7. Disclaimer of Warranties

The App is provided on an "as-is" and "as-available" basis. We make no warranties, express or implied, regarding the App's operation or the information, content, materials, or products included in the App.

8. Limitation of Liability

In no event shall Hitspot, its affiliates, or their respective officers, directors, employees, or agents be liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to your use of the App.

9. Intellectual Property

All intellectual property rights in and to the App, including but not limited to trademarks, logos, and content provided by Hitspot, are owned by Hitspot or its licensors. You may not use any of these intellectual property rights without our prior written consent. Your use of the App does not grant you any ownership rights in any intellectual property related to the App.

10. User Data

Collection and Use: We collect and process personal data about you in accordance with our Privacy Policy. This includes information you provide when you create an account, upload content, or otherwise interact with the App.

Data Protection: We are committed to protecting your personal data and complying with applicable data protection laws, including the General Data Protection Regulation (GDPR) for users in the EU. You have rights regarding your personal data, including the right to access, correct, delete, or restrict the processing of your data.

Data Retention: We will retain your personal data only for as long as necessary to fulfill the purposes for which it was collected or as required by law.

Data Transfers: Your personal data may be transferred to and stored in countries outside the European Economic Area (EEA). We will ensure that adequate safeguards are in place to protect your data in accordance with applicable data protection laws.

11. Changes to Terms

We may update these Terms from time to time. We will notify you of any changes by posting the new Terms on the App. You are advised to review these Terms periodically for any changes. Your continued use of the App after any changes constitutes your acceptance of the new Terms.

12. Governing Law

These Terms are governed by and construed in accordance with the laws of Poland, without regard to its conflict of law principles.

13. Privacy Policy

Your use of the App is also governed by our Privacy Policy, which details how we collect, use, and share your personal information. You can review the Privacy Policy [\[here\]](#).

14. Dispute Resolution

Any disputes arising from or related to your use of the App shall be resolved through binding arbitration in accordance with the rules of [\[Arbitration Organization\]](#), and the location of the arbitration will be [\[City, Poland\]](#).

15. Force Majeure

We shall not be liable for any failure to perform our obligations under these Terms if such failure is caused by events beyond our reasonable control, including but not limited to natural disasters, pandemics, or other force majeure events.

16. Third-Party Links

The App may contain links to third-party websites or services. We are not responsible for the content, privacy practices, or other activities of these third parties. You access these links at your own risk.

17. Changes to Services

We may modify, suspend, or discontinue any feature of the App at any time without prior notice. We will notify you of significant changes to the App's features if they affect your use.

18. Contact Us

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

19. Miscellaneous

These Terms constitute the entire agreement between you and Hitspot regarding your use of the App and supersede all prior and contemporaneous agreements and understandings.