

Terms of use

Last updated: June 2021

General Terms - All Users

1. Terms and definitions

RDP is an application developer company, then RDP or we.

Platform means the cloud platform on which the Company has placed the Application for download by the user. This Application is available for download from the App Store.

User Content means all materials created by the User in the Application, namely, created images of deck cards and a layout of the packaging box for them, consisting of separate cards with photographs or other images applied to them. These photos or images are uploaded by the user to the application and then, after cropping, are placed on the card of his choice. Also, the user enters a comment on the deck he has created, the purpose of which is to be a congratulation for the person to whom the user will send a link to the web version of the created deck.

Services - the capabilities that the user obtains through the use of the application, our websites and content.

In-app purchase means the receipt by the User for a fee of additional features and / or functionality for the Application and / or the purchase of any virtual goods / services within the Application. The following virtual goods / services / products are available to the user

- storage for three years of created and purchased decks on RDP servers
- creation of a web-version of the game with an embedded congratulation text
- providing a link and QR to the web version of the game based on the deck created and purchased by the user
- PDF preparation for printing the entire deck created and purchased by the user and its packing box

1. Your relationship with us

Welcome to Gift Solitaire (the "Application"). The application is supported by RDP. You are reading the "User Agreement" (hereinafter referred to as the "Agreement"), which governs the relationship between you and us and sets out the terms by which you can access and the Services. Our services are provided for private, non-commercial use. For the purposes of this Agreement, "you" and "your" mean you as a user of the services.

2. Acceptance of terms

By accessing or using our services, you acknowledge that you are entering into a legally binding contract with RDP, accept its terms and agree to be bound by them. Your access to and use of our services is also governed by our "Privacy Policy", the terms of which can be found directly in the Application and which are incorporated herein by reference. By using the services, you agree to the terms of the "Privacy Policy".

You accept the terms of this Agreement if you access our services or use our services. You understand and agree that from now on we will treat your access to or use of our services as acceptance of this Agreement.

3. Changes to conditions

We make changes to this Agreement from time to time, for example, when we update our Application. We will endeavor to notify all users of any material changes to this Agreement, for example, through an in-app notice. However, you should regularly review the terms to check for such changes. Your continued access to or use of the services after the date of the new terms constitutes your acceptance of them. If you do not agree with the new version of the Agreement, you must stop accessing or using our services.

4. Your account

To access the submission of the created deck, you must pay using the Platform account.

You agree that you are solely responsible (to us and others) for the activities that occur under your account.

We reserve the right to deactivate a user account at any time, including if you do not comply with any of the provisions of this Agreement, or if actions that are carried out from your account, at our discretion, cause or may cause damage or degrade the quality of services or infringe upon, or violate the rights of third parties, or violate any laws or regulations.

If you no longer wish to use our services and wish to delete your account, we can take care of this for you. Please contact us using the feedback form and we will help you delete your account. If you choose to delete your account, you will not be able to reactivate it and access the content or information you added.

5. Your access to and use of our services

Your access to and use of the Services is governed by this Agreement and all applicable laws and regulations. You can not:

- access or use our services if you are not fully capable and legally competent to accept this Agreement;
- distribute, license, transfer or sell, in whole or in part, any of our services or any derivatives from them;

- interfere with or attempt to interfere with the proper operation of our services, disrupt our website or any networks associated with the services we provide, or circumvent any measures we may use to prevent or restrict access to our services;
- include our services or any part of them in any other program or product. In this case, we reserve the right to refuse to provide services, block an account or restrict access to services at our discretion;
- use our services to download, transmit, distribute, store or otherwise provide access to materials that infringe or may infringe any copyrights, trademarks or other intellectual property rights or the privacy rights of any other person;
- use any material that is obscene, offensive, pornographic, hateful, or inflammatory; any material that would constitute, encourage or instruct to commit a criminal offense, hazardous activity or self-harm; any material that is racist or discriminatory, including discrimination based on race, religion, age, gender, disability or sexual orientation or material which according to RDP is unacceptable.

6. Intellectual property rights

As a condition of your access to and use of the services, you agree not to use the services to infringe any intellectual property rights. We reserve the right, without notice, at any time and in our sole discretion, to block access to and / or delete the account of any user who infringes, or allegedly infringes copyright or other intellectual property rights.

7. Content

A. RDP Content

All content, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, and appearance of services, and all intellectual property rights associated with them (hereinafter “ RDP Content ”) is owned by RDP, and we understand that you or your licensors will have the rights to User Generated Content (as defined below) that you upload or transmit through our services.

You acknowledge and agree that we can generate income and improve our business reputation or otherwise add value to the company from your use of our services, including, but not limited to, the sale of services, advertising, sponsorship, promotions, except as specifically permitted by us in this Agreement, and you will not be entitled to a share in our proceeds or the right to any other tangible or intangible property.

In accordance with the terms of this Agreement, you are granted the right, which is not limited by territorial boundaries, to access and use our services, including to download the Application, on a suitable device, solely for your personal, non-commercial use while using our services, and solely in accordance with this Agreement.

You acknowledge that we are not obligated to check, monitor, view and edit any content posted by you and other users of the services (including user generated content).

B. User Content

Users of our services may be permitted to upload, publish, or transmit (for example, via streaming services) or otherwise make available photographs and custom decks derived from them. Users can also overlay other RDP-provided elements ("RDP elements") on this content and deliver this user-generated content through our services. Information and materials in User Content, including User Content that includes RDP elements, are not endorsed or endorsed by us.

You can also transfer your User Generated Content to third party sites or platforms. If you choose to do so, you must comply with their content guidelines and the standards set out in section 5. "Your access to and use of our services" above. You warrant that any such content will comply with these standards and you will be liable to us and hold us free from liability for any violation of these standards. This means that you will be held liable for any loss or damage incurred by us as a result of violating these standards.

When you submit content to a user using our services, you agree and warrant that you own that user content, or that you have obtained all necessary permissions, from the owner of any piece of content to upload it using our services to third party platforms and / or adapt third party content.

Through-To-The-Audience Rights. All rights granted to you through User Content in this Agreement are granted on a "through-to-the-audience" basis, ie the owners or operators of the third party services are not responsible to you or any third party. party for User Content posted and / or used on such third party platforms using our services.

We also have the right to disclose your identity to any third party who claims that your user generated content posted or uploaded by you to our platforms constitutes a violation of their intellectual property rights or their right to privacy.

We reserve the right to refuse to post your content in our sole discretion or in our sole discretion. We have the right to remove, prohibit, block or remove any photographic material that you post if, in our opinion, your post does not meet the content standards set out in clause 5. In addition, we have the right - but not the obligation - at our sole discretion to remove, prohibit, block or remove user content that we believe to be in violation of this Agreement, or in response to complaints from other users or third parties, with or without notice to you. As such, it is recommended that you save copies of any User Content posted through our Services on your personal devices if you need to ensure that copies of such User Content are always available.

We do not guarantee the accuracy, integrity, relevance or quality of any User Content, and under no circumstances will we accept any responsibility for any User Content. You independently determine who will have access to your content by sending a link to the created content and a security pin code using external services.

If you want to complain about information and materials uploaded by other users, please contact us using the feedback form in the application

By submitting feedback to us, you agree that:

- i. RDP is under no obligation to investigate, review or implement your feedback, or return all or part of any feedback to you for any reason;
- ii. Feedback is provided on a non-confidential basis and we are under no obligation to maintain the confidentiality of feedback you send or refrain from using or disclosing it in any way;

8. Compensation for losses

You agree to defend, indemnify and not harm RDP, and release us from all claims, obligations, costs and expenses, including, but not limited to, legal costs and expenses arising from the violation by you or any user of this Agreement, or arising from violation of obligations, representations and warranties in accordance with this Agreement.

9. EXCLUSION OF WARRANTY BY LAW

NOTHING IN THIS AGREEMENT AFFECTS ANY LEGAL RIGHTS THAT YOU CANNOT AGREE TO CHANGE OR REFUSE THEM AND WHICH BY LAW ALWAYS HAVE A RIGHT LIKE.

THE SERVICES ARE PROVIDED "AS IS" AND WE DO NOT GIVE YOU ANY WARRANTY OR REPRESENTATION REGARDING THEM. IN PARTICULAR, WE DO NOT REPRESENT OR WARRANT YOU THAT:

- YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS;
- YOUR USE OF THE SERVICES WILL BE CONTINUOUS, TIMELY, SAFE OR ERROR-FREE;
- ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; AND
- DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

ANY TERMS, WARRANTIES, OR OTHER AGREEMENTS (INCLUDING ANY IMPLIED AGREEMENT AS TO SATISFACTORY, FITNESS FOR USE, OR AS DESCRIBED AS DESCRIBED IN THE SERVICE) SHOULD NOT APPLY TO USE. WE MAY CHANGE, SUSPEND, WITHDRAW OR RESTRICT ACCESS TO ALL OR ANY PART OF OUR PLATFORM FOR BUSINESS AND OPERATIONAL REASONS AT ANY TIME WITHOUT PRIOR NOTICE.

10. LIMITATION OF LIABILITY

WE ARE NOT RESPONSIBLE TO YOU FOR:

ANY LOST PROFITS (DIRECTLY OR INDIRECTLY); (II) ANY LOSS OF BUSINESS REPUTATION; (III) ANY MISSED OPPORTUNITY; (IV) ANY LOSS OF DATA INCORPORATED BY YOU; OR (V) ANY CONSEQUENTIAL OR CONSEQUENTIAL DAMAGES THAT COULD BE CAUSED BY YOU.

ANY OTHER LOSS WILL BE LIMITED TO THE AMOUNT PAYED BY YOU RDP DURING THE LAST 3 MONTHS. ANY LOSS OR DAMAGE YOU MAY INCUR AS A RESULT OF, ANY CHANGES THAT WE CAN MAKE TO THE SERVICES, OR RESULTING FROM ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FUNCTIONS IN SERVICES UNDER), REMOVAL, DAMAGE, OR FAILURE TO STORE ANY CONTENT AND OTHER COMMUNICATION DATA SUPPORTED OR TRANSFERRED THROUGH YOUR USE OF OUR SERVICES;

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY YOUR DISPUTE WITH A THIRD PARTY AS A RESULT OF YOUR USE OF THE SERVICE, INCLUDING FOR EXAMPLE, BUT NOT LIMITED TO, ANY TELECOM OPERATORS, COPYRIGHT HOLDER OR OTHER USERS, DIRECTLY BETWEEN YOU AND SUCH THIRD PARTIES, YOU ARE IRREVOCABLY RELEASE US AND OUR PARTNERS FROM ANY CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF ANY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING IN ANY WAY OR RELATED TO.

11. Other conditions

Age restrictions. Services are provided only to individuals 13 years of age or older (subject to additional restrictions that may be set in “Additional Terms (for some countries)”). By using the services, you confirm that you are over the appropriate age stated in this document.

No waiver clause. Our failure to enforce any provision of this Agreement should not be construed as a waiver of such provision or right.

about.

Safety. We do not guarantee that our services will be safe or free from bugs or viruses. You are responsible for configuring your information systems, computer programs and platform to access our services. You must use your own anti-virus software.

Have questions? Contact us via the feedback form in the app.

Additional Terms - App Stores

To the extent permitted by applicable law, the following additional terms apply when accessing the Platform through certain devices:

Note about Apple products.

By downloading our Platform from devices manufactured by Apple Inc. (“Apple”) or from the Apple AppStore, you acknowledge and agree that:

This Agreement is valid between RDP and you; Apple is not a party to this Agreement.

The license granted to you under this Agreement is limited to your personal, limited, non-exclusive, non-transferable right to install the Platform on Apple devices that you own or control for your personal, non-commercial use, in accordance with the “Terms of Use” set out in the terms providing Apple AppStore services.

Apple is not responsible for the Platform or its content and is not obligated to provide any service or support for the Platform.

If the Platform does not comply with applicable warranties, you may notify Apple and Apple will reimburse you for the purchase price of the Platform, if any. To the fullest extent permitted by applicable law, Apple will have no other warranty of any kind with respect to the Platform.

Apple is not responsible for any claims from you or third parties relating to the Platform, your possession or use of the Platform, including without limitation (a) claims for product quality; (b) any claim that the Platform does not comply with all applicable laws and regulations; and (c) claims arising from consumer protection or similar legislation.

If any third party claims that the Platform or your possession and use of the Platform infringes that third party's intellectual property rights, Apple is not responsible for investigating, defending, resolving, or rejecting such intellectual property infringement claims.

You represent and warrant that (a) you are not located in a country where the US government is embargoed or has been designated by the US government as "terrorist supporter"; and (b) you are subject to any restrictions by the US government.

Apple and its subsidiaries are third party beneficiaries of this Agreement, and upon your acceptance of the terms of this Agreement, Apple will have the right (and will be deemed to have accepted this right) to enforce these Terms on you as a third party beneficiary of this Agreement.

RDP explicitly permits multiple users to use the Platform through Family Sharing or any similar functionality provided by Apple.

Google Play app store.

By downloading the Platform from the Google Play app store (or its successors) operated by Google, Inc. or one of its affiliates ("Google"), you acknowledge and agree that:

in the event of a conflict between (a) the "Google Play User Agreement" and the "Google Play Business and Program Policy" or other agreements that Google defines by default as the end-user license of the Google Play App Store (collectively referred to as "Google Play Agreements"), and (b) the other terms and conditions in this Agreement will apply to the Google Play Agreements in relation to your use of the Platform you downloaded from Google Play, and

Google assumes no responsibility or liability whatsoever arising out of RDP or you (or any other user) adhering to or not adhering to this Agreement or the Google Play Agreement.