

Noisedeck Terms of Service

Effective Date: July 24, 2024

1. Definitions

- **Account:** Your legal relationship with Noisedeck.
- **User Account:** Individual User's authorization to log in and use the Service.
- **Agreement:** These Terms of Service and all referenced policies.
- **Service:** Noisedeck's applications, software, products, and services.
- **User-Generated Content:** Content created by Users.
- **Your Content:** Content that you create or own.
- **Noisedeck:** Refers to Generative Toys, its affiliates, directors, and employees.
- **You:** The individual, company, or organization using the Service.

2. Account Terms

- **Account Controls:** Users retain control over their User Account.
- **Required Information:** A valid email address is needed to sign up.
- **Age Requirement:** Users must be 13 or older. Accounts for users under 13 will be terminated.
- **Account Security:** You are responsible for maintaining the security of your Account and password. Notify Noisedeck of any unauthorized access.

3. Acceptable Use

Your use must comply with all applicable laws.

Do not harass, abuse, threaten, or incite violence towards any individual or group.

4. User-Generated Content

- **Responsibility:** You are responsible for any User-Generated Content you create.

- **Ownership:** You retain ownership of Your Content and must comply with copyright or trademark laws.

5. Intellectual Property

- **Noisedeck's Rights:** Noisedeck retains ownership of all intellectual property rights related to the Service.
- **Trademarks:** Follow all trademark guidelines when using Noisedeck's trademarks.

6. Payment

- **Pricing:** Available through the signup process at noisedeck.app. Prices may change at the end of a payment term.
- **Upgrades/Downgrades:** Upgrades are billed immediately. Downgrades may result in loss of features.
- **No Refunds:** Payments are non-refundable.
- **Authorization:** By agreeing to these Terms, you authorize charges for fees incurred.
- **Payment Responsibility:** You are responsible for all fees, including taxes.

7. Cancellation and Termination

- **Cancellation:** You can request cancellation at any time by emailing Noisedeck Support. This will terminate your access to paid features.
- **Upon Cancellation:** Your account will be deleted within 90 days of cancellation.
- **Noisedeck May Terminate:** Noisedeck can terminate your access at any time.
- **Survival:** Certain provisions will survive termination.

8. Communications

- **Electronic Communication:** You consent to receive communications electronically.
- **Legal Notice:** Must be in writing and served on Noisedeck's legal agent.
- **No Phone Support:** Support is provided via email and electronic messages only.

9. Disclaimer of Warranties

Noisedeck provides the Service "as is" without warranty of any kind. You assume full responsibility and risk of loss from using the Service.

10. Limitation of Liability

Noisedeck is not liable for any indirect, special, incidental, or consequential damages arising from the use of the Service.

11. Release and Indemnification

You agree to release and indemnify Noisedeck from any claims arising out of your use of the Service.

12. Changes to These Terms

- **Amendments:** Noisedeck may amend these Terms at any time. Users will be notified of material changes 30 days prior to the change taking effect.
- **Discontinuation:** Noisedeck may modify or discontinue the Service at any time.

13. Miscellaneous

- **Governing Law:** This Agreement is governed by the laws of Colorado, USA.
- **Non-Assignability:** You may not assign your rights under this Agreement without prior written consent.
- **Severability:** If any part of this Agreement is held invalid, the remaining portions will remain in full force.
- **Complete Agreement:** This Agreement, together with the Privacy Policy, represents the complete agreement between you and Noisedeck.

Contact Us:

Questions about the Terms of Service? Email toys@generative.toys.