

Terms of Use of the PLAYBALL Application

1. General Provisions

This regulation defines the terms of use for the mobile application "**Playball**" (hereinafter referred to as the **Application**).

The owner and entity holding all intellectual property rights to the Application, including its source code, trademarks, and database, is **Sportendo**, headquartered at **4527 W 142nd St, Hawthorne, CA 90250, USA**.

Within the territory of the Republic of Poland, the exclusive operator of the Application and the entity responsible for its local operation, including the organization of sports events and user support, is **Playball Polska sp. z o.o.**, headquartered at **01-305 Warsaw, Batalionów Chłopskich 77D/47**, registered in the Register of Entrepreneurs under **KRS [number] / NIP 5223235961 / REGON 523095470**.

The Application is intended for organizing sports events (hereinafter referred to as **Events**), such as training sessions, matches, tournaments, and other sports activities. It also enables users to register for these Events and make online payments.

By using the Application, users accept the terms of this Regulation.

2. Definitions

For the purposes of these Regulations, the following terms shall have the following meanings:

Application – the "Playball" mobile application managed by sp. z o.o. Playball Polska, enabling the organization of Events and the use of additional functions described in the Regulations.

Events – sports activities organized through the Application, including training sessions, matches, tournaments, and other sports events.

User – a natural person using the Application in accordance with its intended purpose.

Organizer – a person or entity responsible for organizing Events available in the Application.

Fee – the cost of participating in Events, specified in the Application, which the User undertakes to pay.

Account – an individual User profile in the Application, enabling the use of its functionalities.

Administrator – a person or entity managing Users' personal data within the Application, in accordance with the Privacy Policy.

Participant – a person participating in Events organized through the Application.

3. User Registration and Account

1. To use the Application, the User must create an Account by providing true and up-to-date information: first name, last name, phone number, and email address.
2. One User may have only one Account.
3. The User may edit their information in the Account but is required to provide accurate information.
4. The Application has the right to verify the provided information, and in the case of suspected inaccuracy, to request additional verification.
5. The Organizer and the Application have the right to identify the User registering for an Event.
6. The User is responsible for keeping their login details confidential and not sharing them with third parties.
7. The Application is not responsible for the consequences of sharing access to the Account with others.

4. Rules for Using the Application

1. Users may use the Application exclusively for purposes in accordance with its intended use, i.e., registering for Events, organizing Events (for Organizers), and making payments.
2. The User agrees to comply with the rules applicable during Events, including:
 - a) Arriving at Events on time,

- b) Adhering to fair play principles and respecting other participants,
- c) Following the Organizer's instructions,
- d) Wearing appropriate sports attire and footwear (prohibition of playing in shoes with metal studs),
- e) Complying with the rules of the respective sport discipline.

3. The following are prohibited in the Application:

- a) Providing false personal information,
- b) Aggressive and inappropriate behavior towards other Users,
- c) Publishing illegal, offensive, or inappropriate content,
- d) Misusing Application functionalities in a way that may harm other Users or its operation.

4. The Organizer has the right to deny participation in an Event to a User who:

- a) Has violated the Application's terms of use or Event regulations,
- b) Is in a state that may pose a threat to themselves or other participants (e.g., under the influence of alcohol or drugs).
- c) The Application may temporarily or permanently block a User's Account in case of regulation violations.

5. Rules for Organizing Events

1. Only Users with the Organizer role may create Events in the Application
2. To obtain the Organizer role, the User must submit an application via the Application or website, providing the required information (first name, last name, phone number, email address, and the city where they wish to organize Events)
3. Organizers are approved by the Application Administrators, who have the right to deny this role if the User lacks the necessary qualifications or experience or if the Application is not interested in organizing Events in a specific city or region.

4. The Organizer is obligated to:

- a) Adhere to the Event's start and end times as specified in the preview and event details,
- b) Provide the necessary equipment for the Event (as per its format),
- c) Ensure order and safety for participants to the best of their ability.

5. The Organizer is not responsible for the life and health of Event participants.

6. The Organizer and the Application have the right to process ratings and reviews from participants to continuously improve service quality.

7. The Organizer may not collect additional fees outside the payment system available in the Application.

6. Payment Rules

1. Payments for participation in Events are made exclusively online through the Application.

2. Users can make payments using methods available from online payment service providers.

3. Cash is not accepted as a payment method.

4. The Organizer is not allowed to collect additional fees directly from participants outside the Application's payment system.

5. The participation fee for an Event is charged upfront at the time of registration for the Event.

6. The Application does not charge additional fees or commissions for standard Event payments. The costs of payment service provider fees are covered by the Application.

7. Users can use the funds available in their Application balance to pay for future Events or request a refund.

8. In the case of a refund, the User covers the payment operator's commission fees.

9. The minimum withdrawal amount from the balance is **10 PLN**.

7. Refund and Event Cancellation Rules

1. Users may cancel their participation in an Event.

2. The refund policy depends on the timing of the cancellation:

a) If the User cancels their participation earlier than 12 hours before the Event starts, the paid amount will be fully returned to the User's balance in the Application, from where it can be used for future Event registrations or refunded upon request.

b) If the User cancels their participation less than 12 hours before the Event starts, the paid amount is non-refundable.

c) If the User has paid for the Event but did not attend, the paid amount is non-refundable.

3. In the case of a refund, the User covers the payment service provider's commission fees.

4. If the Event is canceled by the Organizer, Users will be notified through the Application (via push notification, email, or another available channel).

5. If the Event is canceled by the Organizer, the paid amount will be fully returned to the User's balance in the Application, from where it can be used for future Event registrations or refunded upon request.

6. If an Event is canceled, the User may choose another Event from the catalog and register for it instead.

7. If an Event is canceled due to reasons beyond the control of the Application or the Organizer (e.g., force majeure, natural disasters, or war), we reserve the right not to issue a refund for the paid amount.

8. Rules for Using the Balance in the Application

1. Funds accumulated in the User's balance can be used to pay for future Events.

2. The User may request a refund by clicking the **"Contact us"** button in the Application or by submitting a request via email to support@playball.world.

3. The minimum amount for balance withdrawal is 10 PLN.
4. In the case of a refund, the User covers the payment service provider's commission fees.
5. Funds accumulated in the balance are valid for 90 days from the date they were credited. After this period, they expire and are non-refundable.

9. User and Organizer Responsibilities

1. Users are required to comply with the terms of this Regulation and the laws applicable in the country where the Event takes place.
2. The User bears full responsibility for their actions during Events and within the Application, including:
 - a) Damaging the Organizer's equipment or property,
 - b) Causing harm to other participants,
 - c) Failing to follow fair play rules or displaying aggressive behavior.
3. The Organizer has the right to deny participation in an Event to a User who:
 - a) Is in a condition that may pose a risk to themselves or others (e.g., under the influence of alcohol or drugs),
 - b) Has previously violated the terms of this Regulation,
 - c) Does not meet the participation requirements for the given Event.
4. The Application and the Organizer are not responsible for:
 - a) Lost, stolen, or damaged personal belongings of participants,
 - b) The behavior of other Users,
 - c) Injuries or other health-related damages sustained during the Event.
5. The User participates in Events at their own risk and acknowledges the potential hazards associated with sports activities.

10. Account Blocking and Deletion

1. The Application reserves the right to temporarily or permanently suspend a User's Account in case of a violation of the terms of this Regulation.
2. An Account may be suspended or deleted, particularly in cases where the User:
 - a) Publishes content that is illegal, offensive, or violates good moral standards,
 - b) Violates fair play rules, behaves aggressively, or acts disrespectfully towards other participants,
 - c) Repeatedly arrives late to Events,
 - d) Provides false information or engages in fraudulent activities,
 - e) Abuses the Application's functions or acts in a way that harms it.
3. The Application may also delete a User's Account upon their request, in accordance with the rules described in the Regulation.
4. Account deletion results in the termination of the agreement with the Application and the permanent removal of all User data.

11. Changes to the Terms and Conditions

1. The Application reserves the right to make changes to the Terms and Conditions.
2. In the event of an update to the Terms and Conditions, Users will be informed via email notification, push notification in the Application, or a message displayed during the next login to the Application.
3. Continuing to use the Application after changes have been made constitutes acceptance of the new version of the Terms and Conditions.
4. The latest version of the Terms and Conditions is always available for download on the website playball.world or in the Application under the "Playball - Terms and Conditions" section.

12. Final Provisions

1. These Terms and Conditions remain in effect indefinitely until a new version is published.
2. Deleting an Account by the User is equivalent to terminating the agreement with the Application.
3. The Application is not responsible for the actions of third parties, including payment systems, partners, and Organizers, but will take all possible measures to resolve disputes between Users and third parties associated with the Application and to improve the quality of the services provided.
4. Any disputes arising from the use of the Application will be resolved in accordance with the laws of the country where the Event takes place.
5. In the event of discrepancies between different language versions of the Terms and Conditions, the version in the language of the country where the Event takes place shall be binding.
6. For matters not regulated by these Terms and Conditions, the relevant legal provisions of the country where the Event takes place shall apply.
7. Users can contact the Application administration through:
Email: support@playball.world
Contact form on the website: playball.world
Contact us option in the Application.