

## Terms of Service

### Introduction

Welcome!

These Terms of Service outline the rules for using the Service provided by Tolga Kartal ("we," "us," "our"), located at ul. Wajdeloty 1/1, 80-437 Gdańsk. This includes the website, mobile game, and all associated features and content. By using the Service, you agree to these Terms. If you do not agree to the Terms, please refrain from using the Service.

### Privacy Policy

To understand our data processing practices, please review our Privacy Policy, which also governs the use of the Service. By accepting these Terms, you consent to the processing of your data in accordance with the Privacy Policy.

### Terms of Use

- **Eligibility:** You must be at least 13 years old to use the Service. Users under 18 may use the Service only with parental or legal guardian consent, where required by the laws of their country of residence.
- **Legal Capacity:** You affirm that you have full legal capacity to enter into agreements and use the Service in accordance with applicable laws in your country.

### Accounts

- **Registration:** You may be required to create an account to access certain features of the Service. You are responsible for providing accurate and up-to-date information.
- **Account Security:** You are responsible for maintaining the confidentiality of your login credentials and all activities occurring under your account.
- **Account Termination:** We reserve the right to suspend or delete your account in the event of a violation of the Terms or unlawful actions.

### Rules for Using the Service

- **Permitted Use:** The Service is for personal, non-commercial use only. Any other use requires our prior written consent.
- **Content:** All game content, including graphics, text, and software, is the intellectual property of Tolga Kartal or its licensors. You may not copy, modify, distribute, or use any elements of the Service without explicit permission.
- **Prohibited Activities:** By accepting these Terms, you agree that under no circumstances will you:
  - Use cheats, software bugs, automation software, bots, hacks, mods, or any unauthorized third-party programs designed to modify or interfere with the Service.
  - Use the Service in violation of applicable laws or regulations.

- Use the Service for commercial purposes (including advertising, solicitation, or transmitting promotional content such as spam, chain letters, pyramid schemes, or similar).
- Disrupt or interfere with the proper functioning of the Service, including negatively impacting other users' experiences.
- Attempt to gain unauthorized access to the Service, other user accounts, or servers and networks associated with the Service by any means other than the interface provided by us.
- Decompile, reverse-engineer, disassemble, or hack any part of the Service or bypass security measures without proper legal authorization.
- Encourage or attempt to solicit other users to share their login credentials or personal information.

## **Purchases and Payments**

- **In-App Purchases:** The Service may allow you to purchase virtual currency with real money, which can be used to acquire in-game items, upgrades, or other features.
- **Payment Information:** Payments are processed by external providers. By making a purchase, you agree to abide by the terms of those payment providers.
- **Virtual Currency:** Virtual currency purchased with real money is linked to your account and is non-exchangeable for real money or other payment forms. It may be subject to usage and time restrictions as outlined in the game's rules.
- **Refund Policy:** All purchases made through the Service are final and non-refundable unless required by applicable law. If you believe you are eligible for a refund, contact us at [info@devidéal.com](mailto:info@devidéal.com). Upon purchasing virtual currency, you acknowledge and agree to the immediate availability of the currency, forfeiting any right to withdraw from the purchase. Unused virtual currency cannot be refunded or redeemed under any circumstances, including voluntary or involuntary termination of your license under these Terms.

Deleting personal data as per our Privacy Policy results in the permanent removal of all associated virtual items without refund eligibility, as these items can no longer be linked to you.

## **Updates and Changes**

In the event of significant changes to the Terms, we will notify you by posting a notice on our website or contacting you via the email address provided during registration.

## **Termination of Agreement**

We reserve the right to terminate your access to the Service at any time, for any reason, including violations of these Terms. Upon termination, you must cease using the Service and delete any associated software.

## **Disclaimer of Warranties**

We do not guarantee the accuracy, reliability, or availability of the Service and disclaim all warranties to the extent permitted by law. We do not warrant uninterrupted or error-free

operation of the Service or compatibility with other services, nor that defects will be corrected.

## **Governing Law and Dispute Resolution**

These Terms, the Privacy Policy, and any disputes arising from them are governed by Polish law. Claims will be resolved exclusively in the appropriate courts in Poland, unless local laws in your country permit you to choose a court in your own country of residence.

If you are an EU citizen, you may bring a claim to the court of your residence. You may also use alternative dispute resolution methods, such as mediation, in accordance with your local laws.

## **Limitation of Liability**

To the maximum extent permitted by law, we are not liable for indirect, incidental, special, or consequential damages arising from the use of the Service. This limitation does not apply where liability is required by law.

## **Contact**

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

Tolga Kartal

ul. Wajdeloty 1/1, 80-437 Gdańsk

Email: [info@devidual.com](mailto:info@devidual.com)

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