

Distalsoft's Terms of Service

Last modified: September 7, 2019.

Welcome to Distalsoft's official website where you can find policies and terms governing your use of products and services provided by Distalsoft Ltd (referred to as "Company," "we," "us" and "our").

These Terms of Service ("ToS") constitute a legal agreement between the user of our products and services ("user" or "you") and the Company. It applies when a user accesses, uses or visits our website located at <https://distalsoftgames.wordpress.com/> (the "Site"), the associated mobile application available for download in the Google Play Store and other third party app stores, or pre-installed on third party devices (the "App"), and/or the services provided through the Site and the App. In these ToS, the term "Service" means and includes the Site, the App and these services, individually or collectively.

We prepared these ToS to help explain the terms that apply to your use of the Service.

1. Consent

By visiting the Site, downloading the App, or otherwise using the Service, you indicate your agreement to be bound by these ToS. If you do not agree with these ToS, you must not use the Service, and uninstall the App if you have already downloaded it.

2. Privacy Policy

Our Privacy Policy, located at <https://distalsoftgames.wordpress.com/privacy-policy/>, is part of and is governed by these ToS. By agreeing to these ToS, you agree to be bound by the terms of the Privacy Policy and agree that we may use information collected from you in accordance with its terms.

3. Notice Regarding Dispute Resolution

These ToS contain provisions that govern how claims you and we may have against each other are resolved, including an agreement and obligation to arbitrate disputes,

which, subject to limited exceptions, will require you to submit claims you have against us to binding arbitration, unless you opt-out of arbitration as described below. If you do not opt-out of arbitration, you will only be permitted to pursue claims and seek relief (including monetary, injunctive, and declaratory relief) against us on an individual basis, not as part of any class or representative action or proceeding.

4. Updates to these ToS

We may modify these ToS from time to time. We will notify you of material changes in accordance with applicable laws. If you do not agree with the proposed changes, you should discontinue your use of the Service and uninstall the App. If you continue using the Service after the new terms take effect, you will be bound by the modified ToS.

5. Affirmative Representations

When you use the Service, you represent that:

- your use of the Service does not violate any applicable law or regulation;
- you are 13 years of age or older; and
- you are of sufficient legal age or otherwise have legal capacity to legally enter into these ToS.

6. Prerequisites and Activation

In order to use the Service, you must first agree to be bound by the terms of these ToS and our Privacy Policy.

In order to be able to activate the App, you may need to agree to allow the App to have access to the following information and features located on the user's device:

- Device and Application History
- Identity

- Photos and media files
- Camera; microphone
- Wi-Fi Connections
- Device ID and Call Information.

7. Important Precautions

SOME FEATURES OF THE APP COULD AFFECT OTHER PROGRAMS, APPS, AND FUNCTIONS ON YOUR DEVICE INCLUDING BUT NOT LIMITED TO REMOVAL/UNINSTALLATION OF OTHER APPS, AND THE DELETION OF CONTENT FROM YOUR DEVICE.

BEFORE USING THIS APP, YOU SHOULD CAREFULLY READ ALL INSTRUCTIONS AND TIPS AND JUDGE WHETHER THE APP MEETS YOUR PURPOSE AND NEEDS.

BY INSTALLING THE PRODUCT, YOU UNDERSTAND AND AGREE TO ASSUME ALL RISKS ASSOCIATED WITH INSTALLATION AND USE OF THIS APP.

8. Our Intellectual Property Rights.

The Service and the trademarks, service marks, and logos contained on the Service, are owned by or licensed to us and are subject to copyright and other intellectual property rights under the laws of England and Wales and foreign laws and international conventions. The Service is for your information and personal use only and not for commercial exploitation.

We reserve all rights in and to the Service. If you download or print a copy of the Service for your own personal use, you must retain all trademark, copyright and other proprietary notices contained in and on the Service.

You agree that the Company will be entitled to all legal and equitable remedies otherwise available to it to protect the intellectual property rights and those of its

licensors including, without limitation, the right to seek and obtain injunctive relief and enforce the same against you.

9. License.

(1) The Company grants each user a non-exclusive and limited license to use the object code version of the App for non-commercial purposes. Each user may make a single copy of the App in object code form for archival or backup purposes. The user must include all Notices on all such copies. Users are prohibited from reverse engineering, decompiling or disassembling the App or attempting to gain access to the source code of the App except and only to the extent that it is expressly permitted by applicable law. To the extent applicable law permits contractual waiver of such right, you hereby waive your rights to do so.

(2) Each user is prohibited from transferring or assigning the App or these ToS and/or any rights or obligations hereunder without the prior written consent of the Company.

(3) Your rights under this ToS will automatically terminate if you breach any of your material obligations under this ToS.

(4) Promptly after such any termination of this ToS, you will destroy all copies of the App and uninstall the App from your device.

(5) All rights not expressly granted are reserved.

10. Prohibited Activities.

You agree that, in connection with your use of the Service, you will not:

- decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from or sublicense the Service, or any portion thereof; or
- circumvent, disable or otherwise interfere with security related features of the Service or features that prevent or restrict use or copying of any part of the App.

11. Disclaimer of Warranties

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL MATERIALS OR ITEMS PROVIDED THROUGH THE SERVICE ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OR CONDITIONS OF ANY KIND.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF THE SERVICE’S CONTENT, THE CONTENT OF ANY SITE LINKED TO THE SERVICE, INFORMATION OR ANY OTHER ITEMS OR MATERIALS ON THE SERVICE OR LINKED TO BY THE SERVICE.

WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (C) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE.

BY OPERATING THE SERVICE, WE DO NOT REPRESENT OR IMPLY THAT WE ENDORSE ANY MATERIALS OR ITEMS AVAILABLE ON OR LINKED TO BY THE SERVICE, INCLUDING WITHOUT LIMITATION, CONTENT HOSTED ON THIRD PARTY SITES, OR THAT WE BELIEVE ANY MATERIALS OR ITEMS TO BE ACCURATE, USEFUL OR NON-HARMFUL.

WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN,

OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

YOU AGREE THAT YOUR USE OF THE SERVICE WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND EACH OF OUR ADVERTISERS, LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND OTHER CONTRACTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF.

12. Limited of Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICE, ANY MATERIALS, OR ANY OTHER CONTENT THEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS OF SERVICE, OUR LIABILITY TO YOU IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY YOU AND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE, WHETHER IN CONTRACT, TORT OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY SHALL NOT EXCEED \$50.

13. Exception

Notwithstanding any terms set forth in these ToS, if any of the provisions set forth in Section "Limitation of Liability" above are held unenforceable, void or inapplicable under applicable law, then any such provision shall not apply to you but the rest of these ToS shall remain binding on you and the Company.

In addition, the limitation on liability is inapplicable where lawyers' fees, court costs, or other damages are mandated by statute. Notwithstanding any provision in these ToS, nothing in these ToS is intended to, nor shall it be deemed or construed to, limit any rights available to user under applicable federal or state consumer protection law.

14. Copyright Policy

We respect the intellectual property rights of others and will respond to clear notices of alleged infringement.

15. Our Management of the Service; User Misconduct

(1) Our Right to Manage the Service

We reserve the right, but do not undertake the obligation to: (a) monitor or review the Service for violations of these ToS and for compliance with our policies; (b) report to law enforcement authorities and/or take legal action against anyone who violates these ToS; (c) manage the Service in a manner designed to protect our and third parties' rights and property or to facilitate the proper functioning of the Service; (d) to terminate or block you and other users for violating these ToS.

(2) Our Right to Terminate Users

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION, AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICE TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THESE TERMS OF SERVICE, OR OF ANY APPLICABLE LAW OR REGULATION.

16. Service Provided by Third Party:

(1) Google Play and Apple App Store:

These ToS are between you and Distalsoft Ltd and not with the Google Play Store or Apple App Store (collectively referred as "Third Party App Store"). You agree to comply with, and your license to use the Service is conditioned upon, your compliance with, the applicable Third Party App Store terms and conditions. To the extent that other terms and conditions of the Google Play Store are less restrictive than, or otherwise conflict with, these ToS, the more restrictive term will apply.

(2) In-App Purchase Terms:

We may offer certain enhanced features of the Services which you can purchase as a monthly, yearly or lifetime subscription. You can review a description of our enhanced features when you want to make a subscription. You acknowledge and agree that all billing and transaction processes are processed by Apple App Store/Google Play .So all payments would also be governed by the Apple App Store and Google Play's terms and conditions. If you have any payment related issues with In-App Purchases, you can either contact us or contact Google Play or Apple App Store directly.

If you are under the age of 18 or other age of legal majority in accordance with the applicable regulation in the country of your nationality, then you must acquire permission from your parents' or other guardians in order to make the purchase. By completing the purchase, you are informing us that you have gain all legally necessary permission to allow you to proceed your purchase

When you purchase a Subscription, Google pay or Apple pay may ask you to provide certain information relevant to your transaction, such as your credit card number, the expiration date of your credit card and your address(es) for billing and delivery. Such information will be collected, processed by Google or Apple in accordance with their separate privacy policy.

If any In-App Purchase is not successfully completed or does not work once you have completed the payment following the instructions, we will , after becoming aware of the fault, or being notified of the fault by you, investigate the fault . In no event will we charge you anything further to fix the fault. In the event that we are not able to resolve your concern related to In-App Purchase or are unable to do so within a reasonable period of time, or if you wish to request a refund, you can also contact the Google or Apple directly.

17. Third Party Sites.

The Service may contain links to websites operated by third parties (“Third Party Sites”). For example, you can access third-party advertisements through links on the Service, and you may be able to share information with Third Party Sites through links on the Service. Please note that we do not own or operate the Third-Party Sites, and we have not reviewed, and cannot review, all of the material, including goods or services, made available through Third Party Sites.

The availability of these links on the Service does not represent, warrant or imply that we endorse any Third-Party Sites or any materials, opinions, goods or services available on them. Third party materials accessed through or used by means of the Third-Party Sites may also be protected by copyright and other intellectual property laws.

THESE TOS DO NOT APPLY TO THIRD PARTY SITES. BEFORE VISITING A THIRD-PARTY SITE THROUGH LINKS OR OTHER MEANS PROVIDED ON OR THROUGH THE SERVICE, YOU SHOULD REVIEW THE THIRD-PARTY SITE’S TERMS AND CONDITIONS AND PRIVACY POLICY, AND INFORM YOURSELF OF THE REGULATIONS, POLICIES AND PRACTICES OF THESE THIRD-PARTY SITES.

18. Governing Law

This TOS will in all respects be governed by and construed and enforced in accordance with the laws of England and Wales (without giving effect to any choice or conflict of laws). The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

19. Entire Agreement

This ToS constitutes the entire agreement between you and the Company with respect to the subject matter hereof and supersedes all previous and contemporaneous written and oral representations, proposals, negotiations, and communications.

20. Assignment

The Company may assign this TOS or any of the rights or obligations hereunder and any causes of action arising hereunder to any third party without necessity or obligation of notice to users.

21. Waivers

The waiver or failure of either party to exercise in any respect any right or provision of these ToS will not be deemed a waiver of the applicable right or provision.

22. Severability.

These ToS will operate to the fullest extent permissible by law. If any provision or part of a provision of these ToS is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these ToS and shall not affect the validity and enforceability of any remaining provisions.

23. Force Majeure

The Company will not be responsible for any failure to perform its obligations under this TOS due to circumstances beyond its reasonable control including, without limitation, acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fire, flood, or accidents.

24. Independent Contractors.

Nothing in these ToS shall be deemed to create an agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship of any kind between us and any user.

25. How to Contact Us

If you have any questions about these ToS, please contact us as follows:

(1). Open the Google Play/Apple App Store;(2) Browse or search the app you're using;(3) Tap the app to open the detailed page; (4)Scroll down to review the contact information listed.