

Terms of Use

Last updated: March 01, 2020

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the services provided by truthordaregame.app and the other websites under the truthordaregame.app domain (collectively, the "Sites"), and our SaaS product and related services (together with the Sites, the "Service") operated by Truth or Dare SIA, a limited liability company registered in Latvia, registration number 40203296183, legal address Siguldas nov., Sigulda, Vidzemes šoseja 17A - 4, LV-2150 ("us", "we", or "our").

By using the Sites and the Service in any way, you are agreeing to comply with these Terms of Service, our Privacy Policy, and any other legal notices or conditions or guidelines posted on the Sites.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

Prices of the Service are subject to change upon 30 days' notice from us. Such notice may be provided at any time by posting the changes to the Truth or Dare SIA Site or the Service itself. Truth or Dare SIA shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service.

Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

Copyright Policy and Content

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to team@truthordaregame.app, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Service on your copyright.

You agree not to post User Content that:

may create a risk of harm, loss, damage, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, to any animal or to any property

seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise

may constitute or contribute to a crime or tort

contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable

contain software or other material that violates or invades the intellectual property rights (or rights of privacy or publicity) of any third party

includes any information or content to which you have not obtained any necessary rights or permissions to use accordingly or to make available under any law or under contractual or fiduciary relationships

contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets)

contains any information or content that you know is not correct and current, or

is adult in nature, such as any nudity in a sexual context, exposed genitalia, or any content with adult themes.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Truth or Dare SIA and its licensors. The Service is protected by copyright, trademark, and other laws of both Latvia and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Truth or Dare SIA.

Except for User Content (defined below), all materials on the Service and the Service itself and all Intellectual Property Rights contained therein (collectively, the "Content"), including but not limited to the design, structure, arrangement, and "look and feel" of such Content, is owned by or licensed to us and our licensors and is protected by copyright, trademark, and other intellectual property rights and laws.

Other than as provided herein, Truth or Dare SIA does not grant to user any license, express or implied, to the intellectual property of Truth or Dare SIA or its licensors. Except as expressly provided in the Terms of Service, no part of the Service and no Content may be copied, reproduced, sold, republished, transmitted, displayed, reposted, or otherwise distributed for public or commercial purposes.

Subject to the terms and conditions of this Agreement, Truth or Dare SIA provides you with a non-exclusive, revocable license to use the Service, as expressly permitted by the features and functionality of the Service and the Terms of Service. Truth or Dare SIA may terminate this license at any time for any reason or no reason.

You may choose to or we may invite you to submit comments, ideas, or feedback about the Service, including without limitation about how to improve the Service or our products ("Feedback"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited, and without restriction and will not place Truth or Dare SIA under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Truth or Dare SIA does not waive any rights to use similar or related Feedback previously known to Truth or Dare SIA, or developed by its employees, or obtained from sources other than you. Additionally, you acknowledge that all email and other correspondence that you submit to us shall become our sole and exclusive property.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals, and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.

You own all of the User Content you post or publish ("post") on the Service. You grant us a non-exclusive, royalty-free, perpetual, transferable, sub-licensable, worldwide license to use, modify, reproduce, display, and distribute your User Content on the Service for the purposes of operating and providing the Service to you and other users ("User Content License"). You understand and agree that the Service is a public platform and other users may search for, see, use, and/or re-post any User Content that you make publicly available through the Service.

Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Truth or Dare SIA.

Truth or Dare SIA has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Truth or Dare SIA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Truth or Dare SIA and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

Limitation Of Liability

In no event shall Truth or Dare SIA, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

We are not responsible for and do not necessarily hold the opinions expressed by our users, content contributors, and third parties; such opinions and other statements are theirs alone, not opinions of Truth or Dare SIA. Content created by users or third parties is the sole responsibility of such users or third parties and its accuracy and completeness are not endorsed or guaranteed. You acknowledge that by providing you with the ability to view and post content through our Service, Truth or Dare SIA is not undertaking any obligation or liability relating to the content. Truth or Dare SIA and its affiliates, successors, assigns, employees, agents, directors, officers, and stockholders (i) do not undertake or assume any duty to monitor our site for inappropriate or unlawful content and (ii) assume no responsibility or liability which may arise from the content thereof, including, but not limited to, claims for defamation, libel, slander, infringement, invasion of privacy and publicity rights, obscenity, pornography, profanity, fraud, or misrepresentation. Notwithstanding the foregoing, Truth or Dare SIA reserves the right to block or remove communications, postings, or materials at any time in our sole discretion.

Truth or Dare SIA takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or sends over the Service. Truth or Dare SIA assumes no

liability for your interactions with other users, or for any user's action or inaction. You are solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Truth or Dare SIA shall not be liable for any damages you allege to incur as a result of User Content. Truth or Dare SIA reserves the right, but has no obligation, to monitor disputes between you and other users.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Truth or Dare SIA, its affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Latvia (European Union), without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Miscellaneous

a. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Truth or Dare SIA without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

b. Entire agreement/severability

The Terms of Service represent the entire agreement between you and us with respect to the subject matter addressed herein and supersedes all prior to contemporaneous agreements or understandings, written or oral. The Terms of Service shall be binding upon and inure to the benefit of the parties hereto and their respective successors and lawful assigns.

c. No waiver

Any failure by us to enforce or exercise any provisions of the Terms of Service shall not constitute a waiver of that right or provision. Our failure to act with respect to a breach by you or others does not waive our rights to act with respect to subsequent or similar breaches.