

ModelDoggy SERVICE TERMS OF USE

I. GENERAL

1. Before you start using the Service, please read these Terms of Use carefully.
2. These Terms of Use define the type and scope of services provided online at: modeldoggy.com, and the conditions for concluding and terminating contracts for the provision of such services.
3. The rights and obligations of modeldoggy.com Users and the Service Provider are exclusively defined and governed by these Terms of Use and the relevant legislation applicable in the territory of the Republic of Poland.
4. By accessing or using the online Service in any manner whatsoever, you indicate your acknowledgment and acceptance of these Terms of Use.
5. The ModelDoggy Service is an innovative education e-service dedicated to children aged 6-15 years (Users) with which they can create, breed and take care of their own pet. The Service is intended to stimulate personal development of children by engaging them in interactive entertainment, and is enriched with specific mechanisms (such as blog, chat and friends lists) to offer interaction options and the chance to exchange experience with other Users.
6. The Service is administered by Emi Mark Design Jolanta Wilk at: modeldoggy.com

II. DEFINITIONS

Netiquette – a set of informal conventions that govern social interaction and standards of behaviour online, such as, in particular, *fair play*, respect and non-violation of dignity of other users, non-use of any words or expression commonly considered abusive, vulgar, discriminative, and absence of any behaviour that may be considered dishonest or objectionable. The Service Administrator will decide at its sole discretion whether any netiquette rules have been violated and will decide whether to adopt any sanctions listed herein.

Terms of Use – means this document along with all appendices and addenda being an integral part hereof.

Service or **ModelDoggy Service** – means the ModelDoggy Service along with all data, information, contents, functionalities and services provided and available at modeldoggy.com or at other web addresses of the Service Provider.

Mobile Technology – means the Service interface designed for mobile devices in the form of a mobile application.

Service Provider or **Service Administrator** – means Emi Mark Design Jolanta Wilk.

User – means any individual who uses the Service or the services available thereat (all regular users, i.e. account holders and visitors).

III. TECHNICAL REQUIREMENTS

1. Users can access the Service using Web or Mobile Technology.
2. To access the Service via Web, you need a device with Internet connectivity, an e-mail box, and an Internet browser for websites, Adobe Flash Player or other plug-in installed on the web browser to play Flash animations.
3. To use the Service via Mobile Technology, you need a mobile device with Android or iOS and Internet connectivity.

IV. MOBILE TECHNOLOGY

1. Mobile application that will enable you to use this Service can be downloaded from an online shop dedicated to a particular operating system or device.
2. The Service Provider stipulates that the Mobile Technology provides access only to selected functions of the Service.
3. If you use Mobile Technology, you will be able to use geolocation mechanisms to track your geographic location and the position of other Users, including:
 - a. API to check-in at a particular location;
 - b. mechanisms to correlate your geographic location with locations entered to the system by the partners of the Service Provider, etc.
 - c. mechanisms to correlate the User's location with the locations of other Users.

V. REGISTRATION

1. Anonymous users will have limited options to use the Service and will be able to browse some of the Service elements, will have access to a list of randomly selected virtual pets or the SignUp Form.
2. The services offered by the Service Provider can only be accessed by logged-in Users; to log on the Service, you have to fill in the SignUp Form and confirm your registration by clicking the link embedded in the notice sent to your e-mail address that you provided when you signed up.
3. To hold an account, you have to be a natural person enjoying full legal capacity, and in particular, a parent or legal guardian of the child who accesses the Service.
4. When you register your account, you agree to provide the exact and full information requested by the Service Provider.
5. You also agree to keep the password to your account strictly confidential.
6. You cannot share your login and password with any third persons.
7. You can also delete your account at any time whatsoever. To delete your account, log onto the Service and sent an account deletion request using the Request Form provided. On receiving the request, the Service Administrator will delete your account within up to 72 hours.
8. As a User and the holder of an account, you will be authorised to assign your rights to a third person only on prior written consent of the Service Administrator, otherwise such assignment shall be null and void.

VI. ONLINE SERVICES

1. The online services provided are either free or paid. The services provided by the Service Provider are free unless the Service Provider states otherwise.
2. To order the Services, you have to:
 - a. sign up and log onto the Service,
 - b. conclude an contract for the provision of paid services by submitting an online order,
 - c. make a payment for the provision of paid services.
3. The current prices of paid services are published on the Service website. The service fee does not include the costs of Internet connectivity, which are calculated by the Internet provider and are outside the control of the Service Provider. The Service Provider reserves the right to use discount prices at specific time periods determined at its sole discretion.
4. The Service Provider initiates the paid services automatically on receiving the payment.
5. The service fee can be paid only by a person who enjoys full legal capacity as of the submission date of the order using:
 - a. credit card,
 - b. online transfer, or
 - c. SMS.
6. E-payments available on the Service are operated by an on-line payment system [PayPal]. E-payments shall be authorised on the websites of [PayPal], an online bank, Polcard, or a telecommunications company, whichever applies. The Service Provider shall not be liable for any errors in the operation of [PayPal] system or any other providers who operate the payment systems.
7. The order can be cancelled if [PayPal], an online bank, Polcard, or a telecommunications company, whichever applies, refuses to authorize the transaction. The payment can be made at some other date on prior arrangement with and upon consent of the Service Provider.
8. By making the payment for the paid service of choice, the User agrees that the service execution can be initiated within 10 days from the date on which the contract is concluded. Thus, the User shall not be entitled to withdraw from the contract on general conditions stipulated in the relevant legislation.
9. The Service Provider reserves the right to add new paid services, and to improve and develop the existing paid services.

VII. USER RIGHTS & OBLIGATIONS

1. To protect the Users and to guarantee the best quality of the Service, it is prohibited to use the Service, its functionalities and services provided thereon in any manner that is contrary to the nature, purpose and subject-matter of the Service, and in particular:
 - 1) to undertake any actions which violate the universal laws, these Terms of Use, and the accepted principles of morality and social conduct;
 - 2) to post on the Service or otherwise distribute any pornographic, vulgar or insulting contents, or any contents which violate the Netiquette;

- 3) to engage in any activities which may be to the detriment of Users, Administrator or any third persons;
 - 4) to post or sent any materials which are copyrighted or privately owned;
 - 5) to run any commercial, advertising or promotional activity without the written consent of the Administrator;
 - 6) to collect personal data of the Service Users;
 - 7) to engage in any unauthorised activities which could interfere with or could be characterised as technical interference with the Service, and in particular, to circumvent any technological protection measures (decompilation, disassembly or any other modification);
 - 8) to engage in any activities which could prevent the smooth operation or use of the Service by other Users, notwithstanding the method and techniques of the unauthorised activities.
2. It is prohibited to post any contents for and on behalf of third parties without their prior knowledge or consent.
 3. If these Terms of Use are proved to be violated by the User, the Service Provider is entitled to prevent access to the Service and to demand that the violations be remedied by the User. If the violations fail to be remedied until the deadline set by the Service Provider, or if any new violations occur in the future, the Service Provider is entitled to terminate the contract for the provision of Services with immediate effect and without setting any further deadline.
 4. The User agrees to exercise due diligence to prevent the loss of the password and to protect is against access by unauthorised third parties (by any means whatsoever).

VIII. INTELLECTUAL PROPERTY RIGHTS

1. All intellectual property rights to the Service, or any contents, words or graphical signs, names, images, graphics, audio elements, information, functionalities or services available on the Service shall be vested exclusively in the Service Provider. Accessing and using the Service according to these Terms of Use shall not be construed as an assignment of any intellectual property rights to the User.
2. Without the consent of the Service Provider in writing, it is explicitly prohibited to: copy, multiply or any other use of the intellectual property rights to the Service, in part or in full. The foregoing shall not apply to the temporary storage of files on a digital device as part of the normal usage of the Service according to these Terms of Use, or as authorised under the relevant laws and regulations.
3. The User authorises the Service Provider to embed trademarks, logotypes and other symbols owned by the Service Provider or any other designated entities in the contents provided by the User.
4. Accessing the Service and posting contents on the Service shall be construed as a confirmation that the User is entitled to post any such materials or is authorised to grant any of the licences, consents or permits mentioned herein. If any rights or authorizations are violated by the User, the User shall be liable for any and all consequences thereof.
5. By posting or uploading any contents on the Service, the User hereby grants:

- 1) to the Service Provider - a perpetual, worldwide, royalty-free, transferable licence (with right to sub-licence) to use, reproduce, distribute, prepare derivative works of, display, and perform that content in connection with the provision of the Service and otherwise in connection with the Service, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels; The User authorises the Service Provider to dispose of and use derivative works made on the basis of the contents uploaded or posted on the Service.
 - 2) to each user of the Service – a perpetual, worldwide, non-exclusive, royalty-free licence to access the User’s content through the Service, and to use, reproduce, distribute, prepare derivative works of, display and perform contents posted by the User. The User authorises each other Service User to dispose of and use derivative works made on the basis of the contents uploaded or posted on the Service.
6. If any third-party claim is made against the Service Provider in relation to the positing of any contents on the Service or to the granting of any licences, permits or authorisations by the User, according to these Terms of Use, or to the exercising of any rights that the User may confer on the Service Provider, the User agrees to engage in all actions necessary in order to satisfy any justified claims in this respect.

IX. PERSONAL DATA

1. While using the Service, the User may be asked to provide some of his/her personal data by filling in the SignUp Form or during logging onto the system.
2. These personal data shall be administered by the Service Provider.
3. The scope of User’s personal data collected in the System shall be limited to:
 - a. nick;
 - b. password;
 - c. e-mail address;
 - d. sex.
4. The forwarding of these personal data is voluntary, but it may be obligatory in order to register the User’s account on the Service.
5. By registering the account, the User consents to have his/her personal data collected in the Service database and to the processing of such data by the Service Provider according to the relevant legislation.
6. The personal data forwarded by the User with the registration of the User account within the Service shall be used by the Service Provider to fulfil its obligations towards the User according to these Terms of Use and the relevant legislation.
7. The User authorises the Service Provider to transfer his/her personal data to third persons, but only to the extent necessary to fulfil the Provider's obligations arising out these Terms of Use.
8. In the account registration process, the User may express his/her consent to the processing of his/her personal data for promotional purposes and to transfer these data for the same purpose to third parties, being the partners of the Service Provider. The consent is granted by ticking appropriate fields in the SignUp Form. Such content can be cancelled at any time.

9. The User has the right to access his/her personal data and to correct them, if necessary.
10. The User shall be exclusively liable for posting his/her personal data within the Service.
11. When accessing the Service, it automatically collects certain information that are generally registered during web activity, such as IP address, browser type, type of the operating system, etc. This information is used for technical purposes related to the server administration and to collect general statistical information. These data are not classified as personal data or personally identifiable information.
12. The Service Provider reserves the right to use cookies to facilitate navigation on the site and to improve the way the Service works. Cookies are text files which are downloaded on the personal computers of individuals who access the site and are used to identify Users within the Service and to collect general statistical data on how the Service is used. Cookies do not contain any information related to personal data. You can prevent the downloading of cookies at any time through the settings of your web browser.

X. RESERVATIONS, WARRANTIES AND RESPONSIBILITIES OF THE SERVICE ADMINISTRATOR

1. The Service Provider shall be liable towards the User for non-performance or improper performance of the contract.
2. The Service Provider shall not be liable for non-performance or improper performance of the online services for reasons attributed to third persons, such as telecommunication service providers, web connectivity providers, or electricity providers. The Service Provider shall be liable for its own actions or negligence, or for the actions or negligence of any subcontractors or agents involved in the provision of the services.
3. The Service Provider shall not be held liable for the loss of or impaired access to the Service for reasons attributed to the User.
4. The Service Provider shall not be liable for any damages caused by the actions or negligence of the User, and in particular, for using the Service in any way which is contrary to the current laws or these Terms of Use.
5. The Service Administrator reserves the right to remove any contents posted on the Service which violate these Terms of Use, without any prior notice.
6. The Service Administrator shall use its best endeavours so that the Service and all services available within operate on a continuous basis, without any interference; however, the Administrator shall not be liable for any interference caused by Force Majeure or any unauthorized tampering by the Users or third parties, for which the Administrator shall not be held responsible.
7. The Administrator reserves the right to shut the Service down, in part or in its entirety, on a short time basis, in order to upgrade it, to add new services or to perform maintenance, without any prior notice sent to the Users.
8. The Service Administrator reserves the right to introduce all possible protection measures to safeguard the smooth operation of the Service, including any measures that would prevent the Service against any Users who violate these Terms of Use or any other terms of use governing the operation of the Service.

9. The Administrator reserves the right to upload information about Users who persistently violate these Terms of Use or undertake any actions which are contrary to these Terms of Use or the purpose and nature of the Service.

XI. COMMERCIAL CONTENTS

1. The Service Provider reserves the right to upload commercial information and contents originating from the Service Provider and its partners.

XII. REPORTING COMPLAINTS, VIOLATIONS AND FAILURES

1. All notifications, complaints, queries and information about the Service can be sent to: admin@modeldoggy.com.
2. Complaints should include the following data:
 - a) User login, hereinafter referred to as the “**Claimant**”;
 - b) Description of the subject-matter of the complaint;
 - c) Circumstances that justify the complaint.
3. The Service Provider may refuse to review the complaint or reject it if the e-mail notification:
 - a) contains no data that would allow to identify the User;
 - b) has no subject;
 - c) has no content or the content makes no sense;
 - d) contains e-mail viruses;
 - e) contains offensive and vulgar contents which violate the Netiquette;
 - f) refers to issues which are not mentioned in these Terms of Use or any other materials posted on the Service. If this is the case, the response to the complaint will feature a reference to the relevant document.
 - g) refers to issues which have been already clarified in response to earlier notifications of the same User;
 - h) is submitted more than 30 days from the date the cause of the complaint has been revealed.
4. The Service Provider reviews the complaint without undue delay, within 14 business days from the date the complaint is submitted.
5. At the request of the Service Provider, the User agrees to provide additional explanations. If any additional clarifications are requested as mentioned in the preceding sentence, the deadlines for reviewing complaints shall be suspended and shall start running once the clarifications are submitted to the Service Provider.
6. Complaints shall be responded to via e-mail, to the e-mail address provided by the Claimant.

XIII. AMENDMENTS

1. These Terms of Use may be from time to time amended provided the User was given the opportunity to become familiar with the amendments in advance and to accept them or resign from the Service, and provided the amendments do not infringe on the User rights under any relevant contract or order.

2. Special offers, contests, or additional services (the detailed Terms of Use of which shall be stipulated separately in annexes or addenda hereto) shall not be construed as amendments to the provisions of these Rules.

XIV. FINAL PROVISIONS

1. If any provision of these Terms of Use is found invalid by any proper court, the remaining provisions shall remain valid and binding.
2. In all issues not mentioned herein, the provisions of the Polish law shall apply.
3. In case of any discrepancies, the Polish version shall prevail.
4. All remarks, suggestions and questions can be sent to: help@modeldoggy.com