

Play Waldner TERM OF USE

Terms of Use for Play Waldner - AI Table Tennis Coaching and Analysis App

Effective Date: 30.05.2023

Welcome to Play Waldner, the AI Table Tennis Coaching and Analysis App ("App") developed and owned by Waldner Movement AS, a company associated with the legend Jan-Ove Waldner and authorized by the Waldner Cup Holding AS. These Terms of Use govern your use of the App and any related services provided by Play Waldner. By accessing or using the App, you agree to be bound by these Terms of Use. If you do not agree with any part of these terms, please do not access or use the App.

App Description and Purpose:

1. Play Waldner is an AI-powered mobile application designed to provide table tennis coaching, analysis, and related services. The App incorporates advanced algorithms and techniques to offer personalized coaching, match analysis, training drills, and other features to improve your table tennis skills.

Acceptance of Terms:

2. By accessing or using the App, you affirm that you are at least 4 years old or have obtained parental consent if you are under the age of 4. You agree to comply with these Terms of Use, the Privacy Policy, and any other guidelines or rules provided within the App. If you do not agree with any of these terms, please refrain from using the App.

Use of the App:

3. (a) Registration: To access and use certain features of the App, you may be required to create an account and provide accurate and up-to-date information. You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

(b) User Content: You may have the ability to submit, upload, or share content within the App, including but not limited to videos, photos, and comments ("User Content"). By submitting User Content, you grant Play Waldner a non-exclusive, worldwide, perpetual, and irrevocable license to use, reproduce, modify, adapt, publish, distribute, and display the User Content for the purposes of operating and improving the App.

(c) Restrictions: You agree not to use the App for any unlawful or prohibited purposes. You shall not: (i) engage in any activity that could damage, disable, or impair the functionality of the App; (ii) attempt to gain unauthorized access to the App or any related systems or networks; (iii) interfere with any other user's enjoyment of the App; (iv) use the App to harass, abuse, or defame others; or (v) violate any applicable laws or regulations.

Intellectual Property:

4. The App, including its design, features, logos, and content, is owned or licensed by Play Waldner and is protected by intellectual property laws. You acknowledge that all trademarks, copyrights, and other intellectual property rights associated with the App are owned by Play Waldner, Jan-Ove Waldner, the Waldner Cup, or the Waldner Movement Company. You agree not to modify, reproduce, distribute, or create derivative works based on the App or its content unless explicitly permitted in writing by Play Waldner.

Disclaimer of Warranty and Limitation of Liability:

5. (a) The App and its content are provided on an "as-is" and "as available" basis. Play Waldner makes no warranties, express or implied, regarding the accuracy, completeness, or reliability of the App or its content.

(b) To the fullest extent permitted by applicable law, Play Waldner, Jan-Ove Waldner, the Waldner Cup, and the Waldner Movement Company shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the use of the App or its content, including but not limited to damages for loss of profits, data, or other intangible losses.

Modification and Termination:

6. Play Waldner reserves the right to modify, suspend, or terminate the App or any part thereof, at any time and without prior notice. Play Waldner may also update these Terms of Use from time to time. Your continued use of the App after any modifications to the Terms of Use constitutes your acceptance of the updated terms.

Governing Law and Jurisdiction:

7. These Terms of Use shall be governed by and construed in accordance with the laws of Norway. Any disputes arising out of or in connection with these terms shall be subject to the exclusive jurisdiction of the courts located in Oslo.

Severability:

8. If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be severed from these terms, and the remaining provisions shall remain in full force and effect.

9. Apple

9.1 Notice Regarding Apple. This Section 9 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and the Play Waldner Team only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Services or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Services. If the Services fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Services. Apple is not responsible for addressing any claims by you or any third-party relating to the Services or your possession and/or use of the Services, including: (a) product liability claims; (b) any claim that the Services fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Services and/or your possession and use of the Services infringe a third-party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Services. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.

9.2 In-App Purchase. Certain enhanced features of the Services are available for your purchase through Apple App Store. The purchase(s) is/are referred to collectively as the "In-App Purchase(s)" and subject to the following terms:

(a) When you make an In-App Purchase, payment will be charged to your iTunes account at confirmation of the purchase.

(b) In-App Purchase may take the form of a subscription. Any unused portion of a free trial period (if offered) will be forfeited when you purchase a subscription (where applicable).

(c) In-App Purchase may take the form of an auto-renewable subscription. These subscriptions automatically renew unless auto-renew is turned off at least 24-hours before the end of the current subscription period. Your iTunes account will be charged for renewal within 24-hours prior to the end of the current subscription period. You may manage the subscriptions and turn off auto-renewal by going to your iTunes account settings after purchase.

For any enquiries relating to In-App Purchase, please contact Play Waldner Team at post@waldnercup.com

Please read these Terms of Use carefully before using the App. If you have any questions or concerns, please contact us at post@waldnercup.com.

By accessing or using the App, you acknowledge that you have read, understood, and agreed to these Terms of Use.

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