

PLAYBALL App Terms and Conditions

1. General Provisions

These Terms and Conditions define the rules for using the mobile application "**Playball**" (hereinafter: the **Application**).

The owner and the entity holding all intellectual property rights to the Application, including its source code, trademarks, and database, is **Sportendo**, with its registered office at **4527 W 142nd St, Hawthorne, CA 90250, USA**.

In the territory of the Republic of Poland, the exclusive operator of the Application and the entity responsible for its local operation, including the organization of sports events and user support, is **Playball Polska sp. z o.o.**, with its registered office at 02-943 **Warsaw**, Bolesława Limanowskiego 7/1, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, 14th Commercial Division of the National Court Register under KRS number 0001162271, NIP 5214110243, REGON 541202503.

The Application is intended for the organization of sports events (hereinafter: Events), such as training sessions, matches, tournaments, and other sports activities. It also enables users to register for these Events and make online payments.

By using the Application, users accept the provisions of these Terms and Conditions.

2. Definitions

For the purposes of these Terms and Conditions, the following terms shall have the following meanings:

Application – the mobile application "Playball" managed by Playball Polska sp. z o.o., enabling the organization of Events and use of additional features described in the Terms and Conditions.

Events – sports activities organized via the Application, including training sessions, matches, tournaments, and other sports events.

User – a natural person using the Application in accordance with its intended purpose.

Organizer – a person or entity responsible for organizing Events available in the Application.

Fee – the cost of participation in Events, specified in the Application, which the User undertakes to pay.

Account – an individual User profile in the Application, allowing the use of its functionalities.

Administrator – a person or entity managing Users' personal data within the Application, in accordance with the Privacy Policy.

Participant – a person taking part in Events organized via the Application.

3. Registration and User Account

1. In order to use the Application, the User must create an Account by providing true and current data: first name, last name, phone number, and email address.
2. One User may have only one Account.
3. The User may edit their data in the Account but is obliged to provide information that reflects the actual state.
4. The Application has the right to verify the provided data and, in case of suspected inaccuracy, to request additional verification.
5. The Organizer and the Application have the right to identify the User registering for an Event.
6. The User is obliged to keep their login credentials confidential and not share them with third parties.
7. The Application shall not be held liable for the consequences of granting access to the Account to other persons.

4. Rules of Using the Application

1. Users may use the Application solely for purposes consistent with its intended use, i.e., registering for Events, organizing Events (in the case of Organizers), and making payments.
2. The User undertakes to comply with the rules applicable during Events, including:
 - a) Arriving punctually at Events,
 - b) Following fair play principles and showing respect to other participants,
 - c) Complying with the Organizer's instructions,

d) Wearing appropriate sports clothing and footwear (playing in shoes with metal studs is prohibited),

e) Following the rules of the specific sport discipline.

3. The following is prohibited within the Application:

a) Providing false personal data,

b) Aggressive or inappropriate behavior towards other Users,

c) Posting content that is illegal, offensive, or violates good manners,

d) Misusing the Application's functionalities in a way that may harm other Users or the operation of the Application.

4. The Organizer has the right to refuse participation in an Event to a User who:

a) Violated the rules of using the Application or the Event regulations,

b) Is in a condition that may pose a threat to themselves or other participants (e.g., under the influence of alcohol or drugs),

c) The Application may temporarily or permanently block the User's Account in case of regulation violations.

5. The User agrees that their image (photos, video recordings), name, surname, and information regarding participation in matches (including date, place, format, and other event-related data) may be used by the Application for advertising, marketing, and promotional purposes. This may include publication on the website, in the mobile application, on social media, and in other materials promoting the Application's activities. The Application undertakes not to share personal data with third parties without the explicit consent of the User.

5. Rules for Organizing Events

1. Only Users with the Organizer role may create Events in the Application.

2. To obtain the Organizer role, the User must submit a request via the Application or website, providing the required information (first name, last name, phone number, email address, city where they wish to organize Events).

3. Organizers are approved by the Application Administrators, who have the right to deny this role if the User lacks the necessary qualifications or experience, or if the Application is not interested in organizing Events in a given city or region.
4. The Organizer undertakes to:
 - a) Comply with the start and end times of the Event as specified in the preview and event card,
 - b) Provide the necessary equipment for conducting the Event (according to its format),
 - c) Ensure order and safety of the participants to the best of their ability.
5. The Organizer is not responsible for the life and health of Event participants.
6. The Organizer and the Application have the right to process ratings and reviews from participants in order to continuously improve service quality.
7. The Organizer may not collect any additional fees outside of the payment system available in the Application.

6. Payment Rules

1. Payments for participation in Events are made exclusively online within the Application.
2. Users may make payments using methods available from online payment service providers.
 - a) Available payment methods:
 - BLIK
 - Online transfers
 - Payment cards: Visa, Visa Electron, Mastercard, MasterCard Electronic, Maestro
 - b) The entity providing online payment processing for card payments is Autopay S.A.
 - c) The order processing time begins upon successful payment authorization.
3. Cash is not accepted as a form of payment.
4. The Organizer is not allowed to collect any additional fees directly from participants outside the Application's payment system.

5. The Fee for participation in an Event is collected in advance at the time of registration.
6. For standard payments for participation in Events, the Application does not charge any additional fees or commissions from the User. Online payment provider commission costs are covered by the Application.
7. Users may use the funds accumulated in their Application balance to pay for future Events or request a refund.
8. In the case of a refund, the User covers the payment operator's commission fee.
9. The minimum amount for a balance withdrawal is 10 PLN.

7. Refund and Event Cancellation Policy

1. The User may cancel their participation in an Event.
2. The refund policy depends on the time of cancellation:
 - a) If the User cancels their participation more than 12 hours before the Event start time, the paid amount will be fully returned to the User's balance in the Application, from which it can be used to register for future Events or refunded upon request.
 - b) If the User cancels their participation less than 12 hours before the Event start time, the paid amount is non-refundable.
 - c) If the User paid for the Event but did not attend, the paid amount is non-refundable.
3. In the case of a refund, the User shall bear the payment operator's commission fee.
4. If the Event is canceled by the Organizer, Users will be notified by the Application (via push notification, email, or another available channel).
5. If the Event is canceled by the Organizer, the paid amount will be fully returned to the User's balance in the Application, from which it can be used for future registrations or refunded upon request.
6. If an Event is canceled, the User may choose another Event from the catalog and register for it instead.

7. If an Event is canceled due to circumstances beyond the control of the Application or Organizer (e.g., force majeure, natural disasters, or war), we reserve the right not to issue a refund for the paid amount.

8. In the event a refund is required for a transaction made by the User using a payment card, the Application will process the refund to the bank account linked to the User's card.

8. Rules for Using the Balance in the Application

1. Funds accumulated in the User's balance may be used to pay for future Events.

2. The User may request a refund by clicking the "Contact Us" button in the Application or by sending a request to the email address: support@playball.world.

3. The minimum amount for a withdrawal from the balance is 10 PLN.

4. In the case of a refund, the User shall bear the payment operator's commission fee.

5. Funds in the balance are valid for 90 days from the date they are credited; after that time they expire and are non-refundable.

9. User and Organizer Responsibility

1. Users are required to comply with the provisions of these Terms and Conditions as well as the legal regulations in force in the country where the Event is held.

2. The User bears full responsibility for their actions during the Events and within the Application, including for:

a) Damaging the Organizer's equipment or property,

b) Causing harm to other participants,

c) Violating fair play principles or engaging in aggressive behavior.

3. The Organizer has the right to refuse participation in an Event to a User who:

a) Is in a condition that may pose a threat to themselves or other participants (e.g., under the influence of alcohol or drugs),

b) Has previously violated the Terms and Conditions,

c) Does not meet the participation requirements for a given Event.

4. The Application and the Organizer are not responsible for:

a) Lost, stolen, or damaged personal belongings of participants,

b) The behavior of other Users,

c) Injuries or other health issues sustained during the Event.

5. The User participates in Events at their own risk and acknowledges the potential dangers associated with sports activities.

10. Account Blocking and Deletion

1. The Application reserves the right to temporarily or permanently block the User's Account in case of violation of the Terms and Conditions.

2. The Account may be blocked or deleted particularly in situations where the User:

a) Publishes content that is illegal, offensive, or violates good manners,

b) Violates fair play principles, behaves aggressively, or disrespectfully toward other participants,

c) Is chronically late to Events,

d) Provides false information or commits fraud,

e) Abuses the functions of the Application or acts to its detriment.

3. The Application may also delete the User's Account upon the User's request, in accordance with the procedures described in the Terms and Conditions.

4. Deletion of the Account is equivalent to termination of the agreement with the Application and results in the permanent removal of all User data.

11. Changes to the Terms and Conditions

1. The Application reserves the right to introduce changes to the Terms and Conditions.
2. In the event of an update to the Terms and Conditions, Users will be informed via email notification, push notification in the Application, or a message displayed upon their next login.
3. Continuing to use the Application after changes have been made constitutes acceptance of the new version of the Terms and Conditions.
4. The latest version of the Terms and Conditions is always available for download on the website playball.world or in the Application under the "Playball – Terms and Conditions" section.

12. Final Provisions

1. The Terms and Conditions shall remain in effect indefinitely until a new version is published.
2. Deleting the Account by the User is equivalent to terminating the agreement with the Application.
3. The Application shall not be held responsible for the actions of third parties, including payment systems, partners, and Organizers, but will take all possible measures to resolve disputes between Users and third parties associated with the Application and to improve the quality of services provided.
4. Any disputes arising from the use of the Application shall be settled in accordance with the laws of the country in which the Event takes place.
5. In the event of discrepancies between different language versions of the Terms and Conditions, the version in the language of the country where the Event takes place shall prevail.
6. For matters not regulated by these Terms and Conditions, relevant provisions of the law applicable in the country where the Event is held shall apply.
7. Contact with the Application administration is possible via:
Email: support@playball.world
Contact form on the website playball.world
The "Contact Us" option in the Application.

