

I. GENERAL PROVISIONS

1. The following Terms and Conditions (mentioned thereafter as: "T&C") defines rules, conditions and scope of using mobile application Board2gether designed for mobile devices with iOS and Android (mentioned thereafter as: "Application ") in line with Directive of EU Parliament number 2016/679 dated April 27,2016 related to Data Privacy Protection.
2. BeClose Ltd. registered in Poland; Podole street 60, Cracow, is Application owner and service provider (mentioned thereafter as: "Service Provider ")
3. User of the application is a person, who after uploading and installing application on own mobile device is using application's features (mentioned thereafter as: "User ")
4. Application can be downloaded from App Store and Google Play.
5. By uploading and installing Application on the mobile device (mentioned thereafter: "Device") User enters a contract with Service Provider, scope of which is providing e-service within Application. User accepts also all T&C.
6. The main functionality of the Application is creating communication channel for the Users, making appointments in chosen venues offering playing with the board games. The condition for Application to run correctly is to follow the instructions.
7. Downloading Application from the estores mentioned under T&C and using basic functionalities is free of charge.
8. Costs of data transmission needed to upload, install, run and use the Application are to be covered by the User, based on the separate agreements signed by User with telecoms operator or another internet provider. User is responsible for any payment resulted from data transmission, inevitable for Application usage. Service Provider recommends to Application User the measurement of data transmission.

II. TECHNICAL REQUIREMENTS AND RULES FOR APPLICATION ACCESS

1. Application is available to all Users on Devices, which comply with the below technical requirements, for Application downloaded from specified estores and appropriately run.
2. For running and appropriate usage of Application, User should activate one of the following active net connections: internet, bluetooth or Wi-Fi.
3. Registering within Application is necessary to use Application.

III. COPYRIGHTS

1. Application and all related materials- a.o. information, news, navigation solutions, design, logotypes, graphic, trademarks are owned by BeClose Ltd.
2. At the moment when Application is downloaded by User, Service Provider grants a nonexclusive license for using Application in line with its purpose, according to rules defined in separate license agreement, which needs to be accepted by the User. Service Provider allows free of charge access to license agreement placed on the webpage, link to which can be found within Application.
3. User must not copy, sale or introduce in any other way to the market Application neither in its part nor as the whole solution, especially making available or sending in the systems or computer networks.

IV. RULES FOR APPLICATION USAGE

1. User should use Application in line with common law, T&C and terms and conditions of the stores through which Application has been downloaded. User should comply with principles of social coexistence, including but not limited to general rules of internet and mobile applications usage.
2. User is obliged especially to:
 - a) using of Application and Device not disturbing their functionalities;
 - b) using of Application and Device inoffensively for other Users and Service Provider, respecting personal goods of third parties and their other rights;
 - c) using information and materials presented via Application in line with their purpose;
3. User is obliged to inform Service Provider about any case of Service Provider's rights violation.
4. User is solely responsible for his activities performed during usage of Application.

V. RESPONSIBILITY OF THE SERVICE PROVIDER

1. Service Provider supervises technical aspects of Application, ensuring correct functionality.
2. Service Provider does not guarantee under any circumstances, neither appropriate functionality of Application nor lack of conflict with other applications installed on the User Device.
3. User is using Application freely, on this own responsibility and should ensure Application will work properly to the extent depended from the User.
4. Responsibility for appropriate functionalities of services, application and internet portals other than Application belongs to separate service providers.
5. Service Provider is not responsible for any damages in relation to using Application, including but not limited to, material or profit lost as per common law.

VI. APPLICATION USAGE TERMINATION

1. User can terminate usage of Application at any time, especially when changes to T&C, Privacy Policy or Application updates have not been accepted by User. Termination of Application usage requires uninstalling it from Device.
2. Service Provider can take legal action including limited access to Application and its content against the User, who does not follow common law or T&C or violates the principles of social coexistence or Service Provider business.

VII. PRIVACY POLICY

1. Personal data of Application User is managed by BeClose Ltd.
2. Service Provider complies with Directive of EU Parliament number 2016/679 dated April 27,2016 related to Data Privacy Protection, according to which User can view his personal data, demand its update and deletion data from Application.
3. By accepting T&C, User agrees Service Provider processes his personal data to the extent which is necessary to provide service defined within this T&C.
4. Service Provider is not responsible for Data Privacy Policies owned by owners or portals administrator, to which link placed in the Application can refer to, especially of Google and Apple.

VIII. COMPLAINTS

1. All complaints on Application usage and services provided within it, as well as any questions related to the Application usage should be directed to the Service Provider at: contact@board2gether.com.
2. Complaint should include: Name, Surname, phone number and email address of User, name and type of Device, version of telecom system in use as well as detail description and reason for complaint.
3. Within 14 days after complaint receipt, Service Provider shall inform User about possible solution. In case additional information is needed to solve the issue, Service Provider will contact User to get more details. Time needed for User to respond on Service Providers questions prolongs standard reply time.

IX. FINAL PROVISIONS

1. In case of issues not defined in T&C, common law is in use.
2. T&C is available within Application as well as on the internet page under www.board2gether.com/TC.pdf.
3. Service Provider can change T&C at any time. About any change to T&C, User shall be informed 7 days in advance and during first usage of Application after T&C was changed. Changes are in use since date mentioned in the notification. By continuation of Application usage, User agrees to changed T&C.
4. If any points of T&C are stated as not valid any longer, other points are still in force and should be obeyed.
5. Any disputes related to T&C will be settled by the court appropriate for Service Provider's location.
6. T&C is in use since April 1, 2019.