

# Terms of Use

Welcome to PlayoPuff's educational web application. These Terms of Use ("Terms") govern your access to and use of the PlayoPuff web application and services (collectively, the "Service").

Please read these Terms carefully before using our Service. By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of these Terms, you may not access or use the Service.

## 1. DEFINITIONS

In these Terms, the following definitions apply:

- "PlayoPuff", "we", "us", or "our" refers to PlayoPuff, the owner and operator of the Service.
- "User", "you", or "your" refers to any individual accessing or using the Service.
- "Content" refers to all text, images, videos, audio files, information, data, and other materials that are uploaded, published, displayed, or made available on the Service.
- "User Content" refers to Content that a User uploads, publishes, or makes available on the Service.

## 2. ACCOUNT REGISTRATION

2.1 While account creation is not mandatory to access basic features, creating an account with PlayoPuff provides access to additional features and service options.

2.2 You are responsible for maintaining the confidentiality of your account information, including your password, and for all activities that occur under your account.

2.3 You agree to notify us immediately of any unauthorized use of your account or any other breach of security.

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

## 3. SUBSCRIPTION PLANS AND PAYMENTS

3.1 PlayoPuff offers various subscription plans (e.g., Plus and Pro). Details about the features included in each plan are available on our website.

3.2 By subscribing to a paid plan, you agree to pay all fees applicable to the plan you select.

3.3 All payments are processed securely through Stripe. PlayoPuff does not store your payment information.

3.4 Subscription fees are billed in advance and are non-refundable except as expressly stated in these Terms or as required by Australian Consumer Law.

3.5 You may cancel your subscription at any time. Upon cancellation, you will continue to have access to the paid features until the end of your current billing period.

3.6 We reserve the right to change our subscription fees upon reasonable notice. Any fee changes will take effect at the start of the next billing cycle after the date of the price change announcement.

#### **4. USER CONTENT**

4.1 Our Service allows you to create and store private User Content. You retain all ownership rights to your User Content.

4.2 By uploading User Content to the Service, you grant PlayoPuff a non-exclusive, worldwide, royalty-free license to use, store, and process your User Content solely for the purpose of providing and improving the Service.

4.3 You represent and warrant that:

- You own or have the necessary rights to your User Content and have the right to grant the license described above.
- Your User Content does not violate the privacy rights, publicity rights, copyright, contractual rights, intellectual property rights, or any other rights of any person or entity.

4.4 You are solely responsible for your User Content and the consequences of uploading it to the Service.

#### **5. PROHIBITED CONDUCT**

You agree not to:

5.1 Use the Service for any illegal purpose or in violation of any local, state, national, or international law.

5.2 Violate or infringe upon the rights of others, including intellectual property rights.

5.3 Attempt to circumvent, disable, or interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content.

5.4 Attempt to gain unauthorized access to the Service, user accounts, computer systems, or networks connected to the Service.

5.5 Use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use of the Service.

5.6 Use automated scripts, bots, or other software to access or scrape data from the Service.

#### **6. INTELLECTUAL PROPERTY RIGHTS**

6.1 The Service and its original Content (excluding User Content) are and will remain the exclusive property of PlayoPuff and its licensors.

6.2 The Service contains proprietary and confidential information that is protected by applicable intellectual property laws and other laws.

6.3 You may not use, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content from the Service for any purpose without the prior written consent of PlayoPuff or the respective licensors of the Content.

## **7. PRIVACY**

7.1 Your privacy is important to us. Our Privacy Policy, available at <https://playopuff.com/privacy.pdf> is incorporated into these Terms by reference and explains how we collect, use, and disclose information about you.

7.2 By using the Service, you consent to the collection and use of information as described in our Privacy Policy.

## **8. DISCLAIMER OF WARRANTIES**

8.1 THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF PERFORMANCE.

8.2 NOTHING IN THESE TERMS EXCLUDES, RESTRICTS, OR MODIFIES ANY CONSUMER GUARANTEE, RIGHT OR REMEDY CONFERRED ON YOU BY THE AUSTRALIAN CONSUMER LAW OR ANY OTHER APPLICABLE LAW THAT CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED BY AGREEMENT.

8.3 To the fullest extent permitted by law, PlayoPuff disclaims all warranties, express or implied, including:

- That the Service will function uninterrupted, secure, or available at any particular time or location.
- That any errors or defects will be corrected.
- That the Service is free of viruses or other harmful components.
- Regarding the accuracy, reliability, or completeness of any information provided through the Service.

## **9. LIMITATION OF LIABILITY**

9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PLAYOPUFF, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE.

9.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PLAYOPUFF'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION) WILL AT ALL TIMES BE LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO PLAYOPUFF IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM OR (B) AUD \$100.

9.3 SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **10. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless PlayoPuff, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Service, including, but not limited to, your User Content, or your violation of any rights of another.

## **11. TERMINATION**

11.1 We may terminate or suspend your account and access to the Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach these Terms.

11.2 Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service or delete your account by contacting us at [support@playopuff.com](mailto:support@playopuff.com).

11.3 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.

## **12. DATA DELETION**

12.1 You may request deletion of your personal data by deleting your account or by sending an email request to [support@playopuff.com](mailto:support@playopuff.com). Upon account deletion, we will delete or anonymize your personal data in accordance with our data retention policies and applicable law.

12.2 Certain information may be retained in our backup systems or as required by law.

## **13. CHANGES TO TERMS**

13.1 We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice before any new terms take effect. What constitutes a material change will be determined by us in good faith at our reasonable discretion.

13.2 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.

## **14. GOVERNING LAW AND DISPUTE RESOLUTION**

14.1 These Terms shall be governed by and construed in accordance with the laws of New South Wales, Australia, without regard to its conflict of law provisions.

14.2 Any dispute arising out of or relating to these Terms or the Service shall be subject to the exclusive jurisdiction of the courts located within New South Wales, Australia.

## **15. SEVERABILITY**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

## **16. ENTIRE AGREEMENT**

These Terms, together with our Privacy Policy, constitute the entire agreement between you and PlayoPuff regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

## **17. THIRD-PARTY SERVICES**

17.1 The Service may contain links to third-party websites or services that are not owned or controlled by PlayoPuff.

17.2 PlayoPuff has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that PlayoPuff 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 the use of or reliance on any such content, goods, or services available on or through any such websites or services.

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

## **18. FORCE MAJEURE**

PlayoPuff shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, civil unrest, embargoes, labor disputes, or other events beyond our reasonable control.

## **19. FEEDBACK**

Any feedback, comments, suggestions, ideas, or other information provided by you to us regarding the Service shall be deemed non-confidential, and PlayoPuff shall be free to use such information on an unrestricted basis without any compensation to you.

## **20. CONTACT INFORMATION**

If you have any questions about these Terms, please contact us at:

Email: [support@playopuff.com](mailto:support@playopuff.com)

These Terms were last updated in May 2025 and reflect our practices at the time of publication.