

Teenstreet Life Runner Terms and Conditions

Last updated August 03, 2020

1. Agreement to terms

1.1 These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (you), and Gideon Games, located at Arnodreef 17, Utrecht (Netherlands) (we, us), concerning your access to and use of the Teenstreet Life Runner (app).

If you do not agree with all of these Terms and Conditions, then you are prohibited from using the app and you must discontinue use immediately. We recommend that you print a copy of these Terms and Conditions for future reference.

1.2 We may make changes to these Terms and Conditions at any time. The updated version of these Terms and Conditions will be indicated by an updated “Revised” date and the updated version will be effective as soon as it is accessible. You are responsible for reviewing these Terms and Conditions to stay informed of updates. Your continued use of the Site represents that you have accepted such changes.

1.3 We may update or change the app from time to time to reflect changes to our products, our users' needs and/or our business priorities.

1.4 The app is intended for users who are at least 13 years old. If you are under the age of 13, you are not permitted to use the app without parental permission.

1.5 These Terms and Conditions shall remain in full force and effect while you use the app. You may terminate your use or participation at any time, by deinstalling the app or by contacting us at nathan@gideon-games.com.

1.6 Additional policies which also apply to your use of the Site include:

- [Our Privacy Policy](#)

2. Acceptable use

2.1 You agree that you are responsible for your own conduct and User Content while using the app, and for any consequences thereof. You agree that when you use our app you will not;

- defame, abuse, harass, harm, stalk, threaten, or otherwise violate the legal rights (including the rights of privacy and publicity) of others;
- upload, post, email, transmit, or otherwise make available any unlawful, inappropriate, defamatory, obscene, pornographic, vulgar, offensive, fraudulent, false, misleading, or deceptive Content or message;
- promote or engage in discrimination, bigotry, racism, hatred, or harassment against any individual or group;

- trespass, or in any manner attempt to gain or gain access to any property or location where you do not have a right or permission to be;
- violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
- upload, post, or otherwise make available commercial messages or advertisements, pyramid schemes, or other disruptive notices;
- impersonate or misrepresent your affiliation with another person or entity;
- promote or provide instructional information about illegal or harmful activities or substances;
- promote or engage in physical harm, violence, or injury against any group or individual;
- use, display, mirror, or frame the app or any individual element within the app, Teenstreets name of Gideon Games name and logo, or other proprietary information without Gideon Games express written consent;
- access, tamper with, or use nonpublic areas of the app or the server of the app;
- attempt to probe, scan, or test the vulnerability of any of Gideon Games system or network or breach any security or authentication measures;
- collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- violate any applicable law or regulation; or
- encourage or enable any other individual to do any of the foregoing.

2.2 You may not access or use the app for any purpose other than that for which we make the app available. The app may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

2.3 As a user of our app, you agree not to:

- Falsely imply a relationship with us or another company with whom you do not have a relationship.

3. Content you provide to us

3.1 There may be opportunities for you to post content (username input or group name input) to the app or send feedback to us (User Content). You understand and agree that your User Content may be viewed by other users on the Site.

3.2 You further agree that we can use your User Content for any other purposes whatsoever in perpetuity without payment to you, and combine your User Content with other content for use within the app and otherwise. We do not have to attribute your User Content to you.

3.3 We have the right to remove any User Content you put on the Site if, in our opinion, such User Content does not comply with our Acceptable Use policy (2.1).

3.4 If you wish to complain about User Content uploaded by other users please contact us at nathan@gideon-games.com.

4. Our content

4.1 Unless otherwise indicated, the app including source code, databases, functionality, software, audio, text, photographs, and graphics on the app (Our Content) are owned and licensed to us, and are protected by copyright and trade mark laws.

4.2 Except as expressly provided in these Terms and Conditions, no part of Our Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

4.3 You shall not (a) try to gain unauthorised access to the Site or any networks, servers or computer systems connected to the Site; and/or (b) make for any purpose including error correction, any modifications, adaptations, additions or enhancements to Our Content, including the modification of the paper or digital copies you may have downloaded.

4.4 We shall (a) prepare the Our Content with reasonable skill and care; and (b) use industry standard virus detection software to try to block the uploading of content to the app that contains viruses.

4.5 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that Our Content on the Site is accurate, complete or up to date.

5. App management

5.1 We reserve the right at our sole discretion, to (1) monitor the app for breaches of these Terms and Conditions; (2) take appropriate legal action against anyone in breach of applicable laws or these Terms and Conditions; (3) refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any of your Contributions; (4) remove from the app or otherwise disable all files and content that are excessive in size or are in any way a burden to our systems; and (5) otherwise manage the app in a manner designed to protect our rights and property and to facilitate the proper functioning of the app.

5.2 We do not guarantee that the app will be secure or free from bugs or viruses.

5.3 You are responsible for configuring your information technology and platform to access the app and you should use your own virus protection software if you want to.

5.4 If you access the app via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this license.

5.5 The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an App Distributor) to access the Services:

- The licence granted to you for our app is limited to a non-transferable licence to use the app on a device that utilizes the Apple iOS or Android operating system, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor terms of service;
- We are responsible for providing any maintenance and support services with respect to the app as specified in these Terms and Conditions or as otherwise required under applicable law. You acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties;
- You must comply with applicable third party terms of agreement when using the app, e.g., if you have a VoIP application, then you must not be in breach of their wireless data service agreement when using the app; and
- You acknowledge and agree that the App Distributors are third party beneficiaries of these Terms and Conditions, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you as a third party beneficiary thereof.

6. Modifications to and availability of the app

6.1 We reserve the right to change, modify, or remove the contents of the app at any time or for any reason at our sole discretion without notice.

6.2 We cannot guarantee the app will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the app, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the app during any downtime or discontinuance of the app. We are not obliged to maintain and support the app or to supply any corrections, updates, or releases.

6.3 There may be information on the app that contains typographical errors, inaccuracies, or omissions that may relate to the app, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice.

7. Limitation of liability

7.1 The app are provided on an as-is and as-available basis. You agree that your use of the app will be at your sole risk except as expressly set out in these Terms and Conditions.

We make no warranties or representations about the accuracy or completeness of the apps content and are not liable for any (1) errors or omissions in content; (2) any unauthorized access to or use of our servers and/or all personal information stored on our server; (3) any interruption or cessation of transmission to or from app; and/or (4) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the app by any third party. We will not be responsible for any delay or failure to comply with our obligations under these Terms and Conditions if such delay or failure is caused by an event beyond our reasonable control.

7.2 We are not liable for any damage caused by playing or using this app, be it physical damage or material damage.

8. General info

8.1 If you send us emails, you consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, satisfy any legal requirement.

You hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions initiated or completed by us or via the app or mail.

8.2 These Terms and Conditions and any policies or operating rules posted by us on the app or play stores constitute the entire agreement and understanding between you and us.

8.3 Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

8.4 We may assign any or all of our rights and obligations to others at any time.

8.5 We shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control.

8.6 If any provision or part of a provision of these Terms and Conditions is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

8.7 There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site or Services.

8.9 A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

8.10 In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us by email at nathan@gideon-games.com.