

General Terms and Conditions**Effective date: February 18 2022**

These General Terms and Conditions (hereinafter referred to as "T&C's") govern the use of this Service and the agreement that operates between You and the Service Provider. These T&C's set out the rights and obligations of all users regarding the use of the Service.

Your use of the Service is conditioned on Your acceptance of and compliance with these T&C's. These T&C's apply to all visitors, users and others who access or use the Service.

By registration for or using the Service You agree to be bound by these T&C's. If You disagree with any part of these T&C's then You may not access the Service.

You represent that you are over the age of 18. The Service Provider does not permit those under 18 to use the Service.

Your registration for or use of the Service is also conditioned on Your acceptance of and compliance with the [Privacy Policy](#) of the Service Provider. The Privacy Policy describes the policies and procedures on the Service Provider's collection, use and disclosure of Your personal information when You use the Service or the Website and tells You about Your privacy rights and how the law protects You. Please read the Privacy Policy carefully before using the Service.

Please read these terms and conditions carefully before using the Service.

1. Interpretation and Definitions**1.1 Interpretation**

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

1.2 Definitions

For the purposes of these T&C's:

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Account means a unique account created by You to access the Service or parts of the Service.

Country refers to the country where our company has its registered office. In case You entered into this agreement as a consumer the Country shall refer to the country in which You are residing.

Device means any device with an internet connection, that can access the Service such as a computer, a mobile phone or a digital tablet.

Free Trial refers to a limited period of time that may be free when purchasing a Subscription.

Orders mean a request by You to register for the Service.

Promotions refer to contests, sweepstakes or other promotions offered through the Service.

Service refers to the streaming digital content service Play-rate via the content portal made available on the Website.

Service Provider (referred to as either "the Service Provider", "We", "Us" or "Our" in this Agreement) refers to play-rate.com.

Subscriptions refer to the services or access to the Service offered on a subscription basis by the Service Provider to You.

Terms and Conditions (also referred as "T&C's") mean these Terms and Conditions that form the entire agreement between You and the Service Provider regarding the registration to, or other use of, the Service.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

Website refers to play-rate.com website

You means the individual registering for, or using (which shall include accessing) the Service, or the company, or other legal entity on behalf of which such individual is registering for or using the Service, as applicable.

2. Registration

By registration for the Service, You warrant that You are legally capable of entering into binding contracts.

3. Your Information and Account**3.1 Your Information**

When you register for the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You acknowledge that Service Provider may provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

3.2 User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the T&C's, which may result in immediate termination of Your account on the Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with the Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

4. Subscriptions**4.1 Subscription period**

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (which may be available in your country, such as daily, weekly, monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Service Provider cancels it.

4.2 Subscription cancellations

You may cancel Your Subscription renewal at any time either through Your Account settings page or by contacting the Service Provider. You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

5. Free Trial

The Service Provider may, at its sole discretion, offer a Subscription with a Free Trial for a limited period of time.

You may be required to enter Your billing information in order to register for the Free Trial.

If You do enter Your billing information when registering for a Free Trial, You will not be charged by the Service Provider until the Free Trial has expired. On the first day after the Free Trial period, unless You cancelled Your Subscription, You will be automatically charged the applicable Subscription fees for the type of Subscription You have selected.

At any time and without notice, the Service Provider reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

6. Payments and Billing

All Services purchased are subject to a payment of the fees. Payment can be made through various payment methods Service Provider have available, such as credit card cards or online payment methods (PayPal, for example).

You shall provide the Service Provider with accurate and complete billing information including full name, address, state, postal code, telephone number, and a valid payment method information.

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If Service Provider does not receive the required authorization, Service Provider will not be liable for any delay or non-delivery of Your Order.

7. Fee Changes

We, in our sole discretion and at any time, may modify the Subscription fees or other applicable fees for the Service. Any Subscription fee change will become effective at the end of the then-current Subscription period.

Service Provider will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

8. Refunds

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by the Service Provider on a case-by-case basis and granted at the sole discretion of the Service Provider.

9. Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these T&C's.

If You participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these T&C's, the Promotion rules will apply.

10. Termination and cancellation of the service, right to withdraw.

10.1 Service Provider reserves the right to refuse or cancel Your Order at any time for certain reasons including but not limited to: i) Service availability; ii) Errors in the description or prices for the Service; iii) Errors in Your Order.

Service Provider reserves the right to refuse or cancel Your Order if i) fraud or an unauthorized or illegal transaction is suspected; ii) you fail to pay for the Service; or iii) any law, regulations, directives or governmental action renders all or any portion of the Services is unlawful or impractical.

Service Provider may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these T&C's.

You agree that Service Provider shall not be liable to You or any third party for any termination of your access to the Services. If You cancel Your account or subscription for any reason, Service Provider will not refund any of Your fees paid to date, except as explicitly provided in any of the provisions of these T&C's.

10.2 To unsubscribe from the Services please access Your account on the Website or contact Us via any of the channels specified in the Contact section below.

10.3 Upon termination, Your right to use the Service will cease immediately.

10.4 European customers may have the statutory right to withdraw from any agreement within a minimum term of 14 days after the effective date of the agreement (the "Withdrawal Period". Your right to withdraw immediately terminates if access to the Service has been provided to you before the end of the Withdrawal Period. You cannot cancel an order for digital content if delivery has already begun with your express consent and approval; in which case you forfeit your right to cancellation.

To withdraw from the Service within the Withdrawal Period, send a termination notification via e-mail or via postal mail to the address set out below in the Contact section. Your notification must clearly state your name, address and email address used to set up your account, and be postmarked within the Withdrawal Period. You can use, but are not obligated, use the below sample cancellation form.

Sample Cancellation Form

(If you want to cancel this contract, then please fill out this form and send it back.)

To: play-rate.com / / info@play-rate.com

We/I hereby (*) cancel the contract concluded by me / us (*) for the purchase of the following goods (*)/provision of the following service (*)

Ordered on (*)/received on (*)

Name of the user(s)

Address of the user(s)

Signature of the user(s) (only if notifying by paper)

Date

(*) Cross out what does not apply

10.5 Consequences of Cancellation

If you cancel this contract in accordance with Section 10.4 above then Service Provider must repay you for all payments that Service Provider has received from you, including delivery costs (except for any additional costs if you selected a method of delivery other than the economical standard delivery Service Provider offered), immediately and/or at the latest within fourteen days from the day on which Service Provider received notification of your cancellation of this contract. For this repayment, Service Provider is using the same method of payment that you used for the original transaction, unless something else was agreed upon with you; in no case will you be charged fees due to this refund.

11. Availability, Errors and Inaccuracies

Service Provider is constantly updating its offerings of the Service and content available via the Service. The Service may be mispriced, described inaccurately, or unavailable, and Service Provider may experience delays in updating information regarding the Service and in Our advertising on other websites.

Service Provider cannot and do not guarantee information or to correct errors, inaccuracies, or omissions at any time without prior notice.

The availability of the Service is subject to the availability of third-party services (such as an internet provider). This may result in additional costs for the end user. The internet connection speed of a specific internet connection may also influence streaming quality.

12. Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Service Provider and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Service Provider.

13. Links to Other Websites

The Service may contain links to third-party web sites or services that are not owned or controlled by the Service Provider.

The Service Provider has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Service Provider 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 web sites or services.

Service Provider strongly advises You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

14. Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Service Provider and any of its suppliers under any provision of this T&C's and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service.

To the maximum extent permitted by applicable law, in no event shall the Service Provider or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this T&C's), even if the Service Provider or any supplier has been advised of the possibility of such damages and even if the Service fails of its essential purpose.

Some countries do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

15. "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Service Provider, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Service Provider provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Service Provider nor any of the Service Provider's providers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Service Provider are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

16. Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this T&C's and Your use of the Service. Application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

17. Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Service Provider.

18. For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

19. Severability and Waiver**20.1 Severability**

If any provision of these T&C's 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.

20.2 Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these T&C's shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

20. Changes to These T&C's

Service Provider reserves the right, at its sole discretion, to modify or replace these T&C's at any time. If a revision is material Service Provider will make reasonable efforts to provide at least 30 days' notice prior to its new terms taking effect. What constitutes a material change will be determined at its sole discretion.

By continuing to access or use the Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

21. Contact Us

If you have any questions about these T&C's, You can contact us:

By email: info@play-rate.com

By phone number:

By mail: info@play-rate.com

Support

About us

Help Center

Legal

Terms and conditions

Cancellation Policy

Privacy Policy