Terms And Conditions

Last updated February 12, 2025

We are Pin Ball Game ("Company", "we", "us", "our"), a company registered in North Dakota, United States at 4917 Sycamore Circle, Bismarck, ND 58503.

We operate the website https://pinballgame.app (the "Site"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

You can contact us by phone at (+1)701-251-7239, email at support@pinballgame.app, or by mail to 4917 Sycamore Circle, Bismarck, ND 58503.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Pin Ball Game, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understand, and agree to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We will provide you with prior notice of any scheduled changes to the Services you are using. The modified Legal Terms will become effective upon posting or notifying you by support@pinballgame.app, as stated in the email message. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

All users who are minors in the jurisdiction in which they reside (generally ignoring the age of 18 in such jurisdiction) must have the permission of, and be directly supervised by, their parent or guardian to use the Services. If you are a minor, you must have your parent or guardian read and agree to these Legal Terms prior to you using the Services.

We recommend that you print a copy of these Legal Terms for your records.

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1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own volitions and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use the Services unless you first inform us that you intend to do so.

2. INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein ("Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use or internal business purpose only.

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to:

- access the Services; and
- download or print a copy of any portion of the Content to which you have properly gained access,

solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, all parts of the Services and no Content or Marks 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.

If you wish to make any use of the Services, Content, or Marks other than as set out in the section or elsewhere in our Legal Terms, please address your request to support@pinballgame.app. If we grant permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without compensation to you.

Contributions: The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ("Contributions"). Any Contribution you make or post that is treated as a Contribution.

You understand that Contributions may be viewable by other users of the Services.

When you post Contributions, you grant us a license (including use of your name, trademarks, and logos). By posting any Contributions, you grant us an unexcluded, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully paid, worldwide right, and license to: use, copy, reproduce, distribute, sell, resell, publish, broadcast, retitle, store, archive, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Contributions (including, without limitation, your image, name, and voice) for any purpose, commercial, advertising, or not-for-profit, on and to the Services, and throughout the world in any media. You further grant to each user of our Services and our successors and assigns the right to use our name in connection with your Contributions, and to display, perform, and distribute your Contributions for any purpose, commercial or not-for-profit, in any media format and through any media channels.

This license includes our use of your name, company name, and franchise name, as applicable, and of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

You are responsible for what you post or upload: By sending us Submissions and/or uploading Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networks or accounts, you:

- confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceptive or misleading;
- to the extent permissible by applicable law, waive any and all moral rights in any such Submission and/or Contribution;
- agree to the fullest extent permitted by applicable law that we are not responsible for any Contributions, any Submission, and you agree not to submit such Submissions and/or Contributions that may cause you liability or injury on the above-mentioned parties or others in connection with your Submissions;
- warrant and represent that your Submissions and/or Contributions do not constitute confidential information;
- you are solely responsible for your Submissions and/or Contributions and you agree to: (a) not to post, send, or in any way upload to or through the Services any Contribution in violation of this section; (b) and third party's intellectual property rights; or (c) applicable law.

If you post or upload inappropriate content: Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if we in our reasonable opinion we consider such Contributions harmful or in breach of these Legal Terms. If we remove or edit any such Contributions, we may also suspend or disable your account and report the matter to the authorities.

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Services; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

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

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, slander, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and punctuating continuously posting of repetitive text, that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear gifs (pixel tags, web beacons, cookie packs), cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "PCMs").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or using or launching any unauthorized script or other software.
- Use a contact list or any other information obtained through the Services to solicit or promote business or political positions.
- Except as may be the result of standard search engine or Internet browser usage, post unsolicited or unauthorized advertising or promotional materials or any junk mail, chain letter, spam, or any other form of solicitation.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.

The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or purchase of your Contributions do not violate and we infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or intellectual property rights of others.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, stalk, or abuse anyone.
- Your Contributions do not contain any material which solicits personal information from anyone.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not cause injury or harm to persons, property, or organizations.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not diminish or infringe upon our goodwill or reputation or that of our partners or affiliates.
- Your Contributions do not contain viruses, or links to viruses that malware, any promotion of Ponzi Legal Forms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

3. USER REPRESENTATIONS

By posting your Contributions to any part of the Services or making Contributions accessible to the Services by linking your account the Services to any of your social networks or accounts, you declare, represent, and warrant that: (1) your Contributions are not false, inaccurate, or misleading; (2) your Contributions do not violate these Legal Terms or any applicable law, regulation, or rule; (3) your Contributions do not infringe the intellectual property or other proprietary rights, including but not limited to copyright, patent, trademark, trade secret, moral rights, or other intellectual property rights, or publicity or contract rights of any third party; (4) you own your Contributions or have the right to make them accessible to the Services and to grant the rights and licenses to us under these Legal Terms; (5) your Contributions do not contain material that is libelous, slanderous, or otherwise actionable to any third party or any Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Accounts. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personal information that we may obtain from a Third-Party Account may include your name, your Third-Party Account ID, gender, birthday, and profile picture or its equivalent, or other information we may obtain from or through your account on the Services. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by such Third-Party Account or associated service, then Contributions that you have linked from such Third-Party Account may no longer be available on the Services. You may have the ability to limit the information that we may obtain from or through anything posted on your Third-Party Account to which you link your account with the Services. PROHIBITED ACTIVITIES YOU MAY NOT USE THE SERVICES FOR ANY ILLEGAL OR UNAUTHORIZED PURPOSE. WITH YOUR THIRD-PARTY ACCOUNTS IS CONFIDENTIAL SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for Social Network Content. You acknowledge and agree that we may access your email address and other personal information that we obtain from your social network accounts such as your name, gender, hometown, birthday, and other information you make available to us on your social network profile, in connection with your use of the Services. Third-Party Accounts by contacting us using the contact information below through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except this account and profile picture that become associated with your account.

As part of the functionality of the Services, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through the Services; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms or conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) the content, information and other data made available to us by your Third-Party Account, and (2) we may submit to, receive from, store, and process your personal information in your Third-Party Account for which you have given us permission, so that the Third-Party Account administrator or the Third-Party Account service provider to the extent we are notified when you link your account with the Third-Party Accounts. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personal information that we may obtain from a Third-Party Account may include your name, your Third-Party Account ID, gender, birthday, and profile picture or its equivalent, or other information we may obtain from or through your account on the Services. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by such Third-Party Account or associated service, then Contributions that you have linked from such Third-Party Account may no longer be available on the Services. You may have the ability to limit the information that we may obtain from or through anything posted on your Third-Party Account to which you link your account with the Services. PROHIBITED ACTIVITIES YOU MAY NOT USE THE SERVICES FOR ANY ILLEGAL OR UNAUTHORIZED PURPOSE. WITH YOUR THIRD-PARTY ACCOUNTS IS CONFIDENTIAL SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for Social Network Content. You acknowledge and agree that we may access your email address and other personal information that we obtain from your social network accounts such as your name, gender, hometown, birthday, and other information you make available to us on your social network profile, in connection with your use of the Services. Third-Party Account by contacting us using the contact information below through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except this account and profile picture that become associated with your account.

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates or abuses the Services or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any your Contributions or any portion thereof; (4) in our sole discretion and without limitation, terminate your use of the Services or delete your account and any content or information that you have posted on any forum, or blog section; (5) in our sole discretion and without limitation, remove or edit your Contributions in such a way as we may deem necessary or appropriate; and (6) in our sole discretion and without limitation, terminate or deny any access to and use of the Services to any person for any reason or purpose.

We care about data privacy and security. Please review our Privacy Policy: **privacypolicy.ninjaforms.party**. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in the United States. If you choose to use the Services from the European Union, any personal information you provide to us may be transferred to the United States. Your information may be processed and stored in the United States and your information may be subject to government requirements governing personal data collection, use, or disclosure that differ from applicable laws in India, then through your continued use of the Services, you are transferring your data to India, and you expressly consent to have your data transferred to and processed in India.

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION BREACH OF ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition, you agree to indemnify and hold us harmless. In the event we terminate your account, any content you have posted may be removed at any time, without liability to you.

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third-party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

These Legal Terms shall be governed by and defined following the laws in India. Pin Ball Game and yourself irrevocably consent that the courts of India shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these Legal Terms.

Any dispute arising out of or in connection with these Legal Terms, including any breach, termination, interpretation or validity thereof, shall be finally settled by arbitration under the Arbitration and Conciliation Act (Central) of the Indian Parliament. The seat of arbitration shall be Bangalore, Karnataka, India. The proceedings shall be conducted in English. The decision of the arbitrator shall be binding on the parties to the dispute, and in making such decision, the arbitrator shall apply the law stated in these Terms. The language of the proceedings shall be _____. The governing law of these Legal Terms shall be substantive law of India.

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right to authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

The Parties agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute relating to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, 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 on the Services at any time, without prior notice.

THE SERVICES ARE PROVIDED ON AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT OF LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO REPRESENTATIONS AND WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) your use of the Services; (3) breach of these Legal Terms; (4) any breach of your representations and warranties set forth in these Legal Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights of a third party; (6) any overcharges, unpaid wages, unjustly withheld wages, or any other monetary relief owed to any person by reason of your breach; or (7) any overtime, unpaid wages, or any other monetary relief owed to any person by reason of your breach. We reserve the right, at your own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. 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 CONCLUDED BY US OR THROUGH THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our control (including, without limitation, Force Majeure). If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of the remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

In order to contact a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Pin Ball Game
4917 Sycamore Circle
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