

# User Agreement for Mafia App

## Introduction

Welcome to Mafia App, the innovative application designed for organizing and participating in offline Mafia games while offering the unique feature of tracking in-game statistics and personal skill progress. This User Agreement ("Agreement") forms a binding legal contract between you ("User" or "you") and the operators of Mafia App ("we", "us", "our"), governing your access to and use of our services. By accessing or using our service, you signify your acknowledgment and assent to this Agreement and our Privacy Policy.

## 1. Acceptance of Terms

*1.1 Agreement to Terms:* By creating an account and using the Mafia App, you acknowledge that you've read, understood, and agree to be bound by this User Agreement and any future updates. This Agreement governs your use of the Mafia App services and forms a binding contract between you and us.

*1.2 Modifications to Terms:* We may update this Agreement at any time to reflect changes in our services or legal requirements. Changes become effective once posted on the Mafia App or communicated to you. By continuing to use the app after these updates, you accept the revised terms. Regularly review the Agreement for updates. Discontinue use if you do not agree to the changes.

*1.3 Legal Capacity:* By using the Mafia App, you represent and warrant that you are of legal age to form a binding contract with Mafia App. If you're not of legal age, you confirm that you have obtained parental or guardian consent to use the Mafia App and agree to this Agreement.

*1.4 Compliance with Laws:* Your use of the Mafia App must comply with all applicable laws and regulations. Do not use the service in a manner that violates any laws.

*1.5 Entire Agreement:* This Agreement and any additional terms constitute the full agreement between you and Mafia App, superseding all prior agreements.

Amendments are effective when posted on the Mafia App or otherwise communicated to you.

## **2. Account Creation and Use**

*2.1 Account Registration Requirements:* To access and utilize the functionalities offered by Mafia App, you are required to register and create an account. During the registration process, you must provide accurate, current, and complete information about yourself as prompted by our registration forms. This includes but is not limited to your email address, a chosen username, your real name and last name, a secure password, your phone number, nationality, gender, and date of birth. The integrity and accuracy of this information are crucial for the operation of Mafia App, including but not limited to user validation, account recovery processes, and the personalization of your user experience. Failure to provide accurate and complete information may result in the denial of access to the service, its features, or termination of your account.

*2.2 Account Security:* You are responsible for maintaining the confidentiality of your account details, including your password, and for all activities that occur under your account. You agree to immediately notify Mafia App of any unauthorized use of your account or any other breach of security. Mafia App will not be liable for any loss or damage arising from your failure to comply with this security obligation. You may be held liable for losses incurred by Mafia App or any other user of or visitor to the Service due to someone else using your account as a result of your failing to keep your account information secure and confidential.

*2.3 Account Termination Policy:* Mafia App reserves the right, in its sole and absolute discretion, to suspend or terminate your account and refuse any current or future use of the Mafia App services (or any portion thereof) at any time for any reason, including but not limited to breaches of this User Agreement, requests by law enforcement or other government agencies, discontinuance or material modification of the Mafia App services, unexpected technical issues or problems, and extended periods of inactivity. Furthermore, we reserve the right to remove or delete any information that you may have on file with us, including any account or login information, without warning, to comply with applicable law, to protect the rights, property or safety of Mafia App, its users, or the public.

### **3. Privacy and Data Protection**

*3.1 Data Collection:* We collect personal data necessary for account creation, validation, and for enhancing your user experience. This data includes, but is not limited to, the information you provide upon registration or in the process of using Mafia App.

*3.2 Data Usage:* Your personal data is used to support your experience throughout this app, to manage access to your account, and for other purposes described in our privacy policy.

*3.3 Data Sharing:* We may share your data with third parties in accordance with our Privacy Policy and as required by law.

*3.4 Data Security:* We employ standard security measures to protect your personal information but cannot guarantee its absolute security.

### **4. Content and Conduct**

*4.1 User Contributions:* Users are encouraged to contribute content, including but not limited to creating Mafia game events and clubs. Such content must comply with our content standards and not violate any applicable laws or rights of third parties.

*4.2 Content Usage:* By posting content to Mafia App, you grant us a non-exclusive, transferable, sublicensable, royalty-free, worldwide license to use such content in connection with operating and providing the services.

### **5. Payments and Purchases**

*5.1 Payment Processing:* We process payments through a third-party payment processor. By making in-app purchases, you agree to their terms and conditions.

### **6. Liability and Dispute Resolution**

*6.1 Limitation of Liability:* Our liability is limited to the maximum extent permitted under applicable law. We are not liable for any indirect, incidental, punitive, or consequential damages.

*6.2 Dispute Resolution:* Any disputes arising from this Agreement will be settled through binding arbitration in accordance with the rules of the American Arbitration Association.

## **7. Changes to the Agreement**

We reserve the right to make changes to this Agreement at any time. Continued use of the app after changes indicates acceptance of the new terms.

## **8. Contact Information**

For questions or concerns regarding this Agreement, please contact us at Mafia.App24@gmail.com.

## **9. Disclaimer of Warranties**

The Mafia App and its services are provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the app will always be available, secure, or free of errors.

## **10. Limitation of Liability**

We shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the service; (ii) any conduct or content of any third party on the service; (iii) any content obtained from the service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage.

## **11. Governing Law**

This Agreement and any action related thereto shall be governed by the laws of the State of Florida without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings, or litigation arising in connection with the service will be brought solely in Miami, Florida, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

## **12. Arbitration**

You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial.

## **13. Modifications to the Service**

Mafia App reserves the right at any time to modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice. You agree that Mafia App shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the service.

## **15. User Responsibilities**

You are solely responsible for your interactions with other users of the Mafia App and any content you post. Mafia App is not liable for any harm or damages related to your use of the service, the actions of users, or your exposure to objectionable content.

## **16. Entire Agreement**

These Terms constitute the entire agreement between us regarding our service, and supersede and replace any prior agreements we might have had between us regarding the service.

## **18. Severability**

If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

## **19. No Waiver**

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Mafia App's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

## **20. Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without Mafia App's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Mafia App may assign or transfer these Terms, at its sole discretion, without restriction.