

TERMS AND CONDITIONS

Last updated April 11, 2018

AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Wojciech Malec and Playlists Creator Team (“we,” “us” or “our”), concerning your access to and use of the our website <https://playlistscreator.bitbucket.io> and our mobile application including any other media form, media channel, mobile website, or mobile application related or connected thereto (collectively, the “Application”).

You agree that by accessing the Application, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Application and you must discontinue use immediately.

Supplemental Terms and Conditions or documents that may be posted on the Application from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Application after the date such revised Terms and Conditions are posted.

The information provided on the Application 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 Application from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Application is intended for users who are at least 13 years of age. All users who are

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

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Application is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Application (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Application “AS IS” for your information and personal use only.

Except as expressly provided in these Terms and Conditions, no part of the Application 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.

Provided that you are eligible to use the Application, you are granted a limited license to access and use the Application and to 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. We reserve all rights not expressly granted to you in and to the Application, the Content, and the Marks.

USER REPRESENTATIONS

By using the Application, you represent and warrant that:

1. you have the legal capacity and you agree to comply with these Terms and Conditions;
2. you are not under the age of 13;
3. you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Application;
4. you will not access the Application through automated or non-human means, whether through a bot, script or otherwise;
5. you will not use the Application for any illegal or unauthorized purpose;
6. your use of the Application 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 refuse any and all current or future use of the Application (or any portion thereof).

PROHIBITED ACTIVITIES

You may not access or use the Application for any purpose other than that for which we make the Application available. The Application 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 Application, you agree not to:

- systematically retrieve data or other content from the Application to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- make any unauthorized use of the Application, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- use the Application to advertise or offer to sell goods and services.
- circumvent, disable, or otherwise interfere with security-related features of the Application, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Application and/or the Content contained therein.
- engage in unauthorized framing of or linking to the Application (with exception of linking to the mobile store from which you install the Application).
- a trick, defraud, or mislead us and other users, especially in an attempt to learn sensitive information such as user passwords.
- make improper use of our support services or submit false reports of abuse or misconduct.
- 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.
- interfere with, disrupt, or create an undue burden on the Application or the networks or services connected to the Application.
- attempt to impersonate another user or person.
- use any information obtained from the Application in order to harass, abuse, or harm another person.
- use the Application as part of an effort to compete with us or otherwise use the Application and/or the Content for any revenue-generating endeavor or commercial enterprise.
- decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Application.

- attempt to bypass any measures of the Application designed to prevent or restrict access to the Application, or any portion of the Application.
- harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Application to you.
- delete the copyright or other proprietary rights notice from any Content.
- copy or adapt the Application's software, including but not limited to PHP, HTML, JavaScript, or other code.
- upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Application or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Application.
- 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 graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- except as may be the result of a 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 Application, or using or launching any unauthorized script or other software.
- disparage, tarnish, or otherwise harm, in our opinion, us and/or the Application.
- use the Application in a manner inconsistent with any applicable laws or regulations.

MOBILE APPLICATION LICENSE

Use License

If you access the Application 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 mobile application license contained in these Terms and Conditions.

You shall not:

1. decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
2. make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;

3. violate any applicable laws, rules, or regulations in connection with your access or use of the application;
4. remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
5. use the application for any revenue generating endeavor, commercial enterprise, or other purposes for which it is not designed or intended;
6. make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;
7. use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;
8. use the application to send automated queries to any website or to send any unsolicited commercial e-mail;
9. use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

Apple Devices

The following terms apply when you use a mobile application obtained from the Apple Store (“App Distributor”) to access the Application:

1. the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service;
2. we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the Terms and Conditions of this mobile application license contained in these Terms and Conditions or as otherwise required under applicable law, and you acknowledge that the App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;
3. in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;
4. 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;
5. you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application;

6. you acknowledge and agree that the App Distributor is third-party beneficiary of the Terms and Conditions in this mobile application license contained in these Terms and Conditions and that the App Distributor will have the right (and will be deemed to have accepted the right) to enforce the Terms and Conditions in this mobile application license contained in these Terms and Conditions against you as a third-party beneficiary thereof.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Application ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

THIRD-PARTY WEBSITES AND CONTENT

The Application may contain (or you may be sent via the Application) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Application or any Third-Party Content posted on, available through, or installed from the Application, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

An inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Application and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms and Conditions no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Application or relating to any applications you use or install from the Application. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

APPLICATION MANAGEMENT

We reserve the right, but not the obligation, to:

1. monitor the Application for violations of these Terms and Conditions;
2. take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
3. in our sole discretion and without limitation, notice, or liability, to remove from the Application or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
4. otherwise manage the Application in a manner designed to protect our rights and property and to facilitate the proper functioning of the Application.

PRIVACY AND COOKIE POLICY POLICY

We care about data privacy and security. Please review our Privacy and Cookie Policy posted on the Application. By using the Application, you agree to be bound by our Privacy and Cookie Policy, which is incorporated into these Terms and Conditions.

Please be advised the Application may be hosted in the United States. If you access the Application from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Application or Services, you may be transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Application as quickly as is reasonably practical.

COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Application infringes upon any copyright you own or control, please immediately notify us using the contact information provided on the bottom of this document (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Application infringes your copyright, you should consider first contacting an attorney.

TERM AND TERMINATION

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

In addition to actions described above, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Application at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Application. We also reserve the right to modify or discontinue all or part of the Application without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Application.

We cannot guarantee the Application will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Application, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Application 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 Application during any downtime or discontinuance of the Application.

Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Application or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These Terms and Conditions and your use of the Application are governed by and construed in accordance with the laws of Poland applicable to agreements made, without regard to its conflict of law principles. All legal issues arising under these Terms will be governed by Polish law.

DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms and Conditions (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable law, the arbitration will take place in Poland. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Poland, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

In no event shall any Dispute brought by either Party related in any way to the Application be commenced more than one (1) years after the cause of action arose. 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.

Restrictions

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 or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures;
- 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.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and 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 related to, or arising from, allegations of theft, piracy, invasion

- c. of privacy, or unauthorized use;
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.

CORRECTIONS

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

DISCLAIMER

THE APPLICATION IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE APPLICATION AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE APPLICATION AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE APPLICATION'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE APPLICATION 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 APPLICATION, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APPLICATION, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APPLICATION 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 APPLICATION.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE APPLICATION, 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 ANY 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.

LIMITATIONS OF LIABILITY

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 APPLICATION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION

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. use of the Application
2. breach of these Terms and Conditions
3. any breach of your representations and warranties set forth in these Terms and Conditions
4. your violation of the rights of a third party, including but not limited to intellectual property rights
5. any overt harmful act toward any other user of the Application.

Notwithstanding the foregoing, we reserve the right, at your 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.

USER DATA

We will maintain certain data that you transmit to the Application for the purpose of managing the Application, as well as data relating to your use of the Application. 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 Application.

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.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Application, 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 Application, 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 COMPLETED BY US OR VIA THE APPLICATION.

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.

CALIFORNIA USERS AND RESIDENTS

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.

MISCELLANEOUS

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

These Terms and Conditions 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 reasonable control.

If any provision or part of a provision of these Terms and Conditions is determined to be 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.

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 Application. You agree that these Terms and Conditions 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 Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

CONTACT US

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

Wojciech Malec and Playlists Creator Team

Krakow, Poland

contact.playlists@gmail.com