

Terms of Service

We don't charge you to use PathPlay or other products and services covered by these Terms. Instead, businesses and organisations pay us to show you ads for their products and services. By using our Products, you agree that we can show you ads that we think will be relevant to you and your interests. We use your personal data to help determine which ads to show you.

We don't sell your personal data to advertisers, and we don't share information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission. Instead, advertisers can tell us things such as the kind of audience that they want to see their ads, and we show those ads to people who may be interested. We provide advertisers with reports about the performance of their ads that help them understand how people are interacting with their content.

Our Privacy Policy explains how we collect and use your personal data to determine some of the ads that you see and provide all of the other services below. You can also go to your settings at any time to review the privacy choices that you have about how we use your data.

1. The services we provide

To help empower the community, we provide products and services described below to you:

- **Provide a personalised experience for you:**
Your experience on PathPlay is unique from everyone else's: from the content you see on your feed to the ads and games recommendations you see on the explore page. We use the data that we have – for example, about the connections you make, the choices and settings you select, and what you share to personalise your PathPlay experience.
- **Connect you with people and organisations that you care about:**
We help you find and connect with people, groups, businesses, organisations and others that matter to you on PathPlay. We use the data we have to make suggestions for you and others – for example, groups to join, guilds to join, events to attend, creators to follow or send a message to, and people you may want to become friends with. Stronger ties make for better communities, and we believe that our services are most useful when people are connected to people, groups and organisations that they care about.
- **Empower you to express yourself and communicate about what matters to you:**
There are many ways to express yourself on PathPlay and to communicate with friends, family and others about what matters to you – for example, sharing status updates, announcements, photos, videos and game achievements on PathPlay Feed, sending messages to a friend or several people, creating events or groups, or adding content to your profile.
- **Help you discover content, products and services that may interest you:**
We show you ads, news and other sponsored content to help you discover content, products and services that are offered by the many businesses and organisations that use PathPlay.
- **Combat harmful conduct, and protect and support our community:**

People will only build community on PathPlay if they feel safe. We are working tirelessly to develop advanced technical systems to detect misuse of our product, harmful conduct towards others and situations where we may be able to help support or protect our community. If we learn of content or conduct such as this, we will take appropriate action – for example, offering help, removing content, removing or restricting access to certain features, disabling an account or contacting law enforcement.

- **Use and develop advanced technologies to provide safe and functional services for everyone:**

We use and develop advanced technologies such as artificial intelligence, machine learning systems so that people can use our product safely regardless of physical ability or geographic location. We also develop automated systems to improve our ability to detect and remove abusive and dangerous activity that may harm our community and the integrity of our product.

- **Research ways to make our services better:**

We engage in research to develop, test and improve our product. This includes analysing the data we have about our users and understanding how people use our product, for example by conducting surveys and testing and troubleshooting new features. Our Privacy Policy explains how we use data to support this research for the purposes of developing and improving our services.

2. Your commitments to PathPlay and our community

We provide these services to you and others to help advance our goal. In exchange, we need you to make the following commitments:

1. Who can use PathPlay

You may use the services only if you agree to form a binding contract with PathPlay and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old to use the service on behalf of a company, organisation, guild or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

2. What you can share and do on PathPlay

We want people to use PathPlay to express themselves and to share content that is important to them, but not at the expense of the safety and well-being of others or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support other in doing so):

1. You may not use our products to do or share anything:
 - That violates these Terms, our Community Standards and other terms and policies that apply to your use of our product
 - That is unlawful, misleading, discriminatory or fraudulent
 - That infringes or violates someone else’s rights, including their intellectual property rights.
2. You may not upload viruses or malicious code, or do anything that could disable, overburden or impair the proper working or appearance of our product.
3. You may not access or collect data from our product using automated means (without our prior permission) or attempt to access data that you do not have permission to access.

We can remove or restrict access to content that is in violation of these provisions.

If we remove content that you know and explain any options you have to request another review, unless you seriously or repeatedly violate these Terms or if doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operations of any of our services, systems or Products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

To help support our community, we encourage you to report content or conduct that you believe violates your rights (including intellectual property rights) or our terms and policies.

We also can remove or restrict access to your content, services or information if we determine that doing so is reasonably necessary to avoid or mitigate adverse legal or regulatory impacts to PathPlay.

3. The permissions you give us

We need certain permissions from you to provide our services:

1. Permission to use content that you create and share:

Some content that you share or upload, such as photos or videos, may be protected by intellectual property laws.

You own the intellectual property rights (things such as copyright or trademarks) in any such content that you create and share on PathPlay. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content with anyone else, wherever you want.

However, to provide our services, we need you to give us some legal permissions (known as a 'licence') to use this content. This is solely for the purposes of providing and improving our Product and services as described in Section 1 above.

Unless otherwise agreed to in a written agreement between you and PathPlay that was signed by an authorized representative of PathPlay, if you submit, transmit, display, perform, post, or store User Content using the PathPlay Services, you grant PathPlay and its sub-licensees, to the furthest extent and for the maximum duration permitted by applicable law (including in perpetuity if permitted under applicable law), an unrestricted, worldwide, irrevocable, fully sub-licenseable, nonexclusive, and royalty-free right to: (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content (including without limitation for promoting and redistributing part or all of the PathPlay Services (and derivative works thereof) in any form, format, media, or media channels now known or later developed or discovered; and (b) use the name, identity, likeness, and voice (or other biographical information) that you submit in connection with such User Content. Should such User Content contain the name, identity, likeness, and voice (or other biographical information) of third parties, you represent and warrant that you have obtained the appropriate consents and/or licenses for your use of such features and that PathPlay and its sub-licensees are allowed to use them to the extent indicated in these Terms of Service.

Specifically, when you share, post or upload content that is covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free and worldwide licence to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of your content (consistent with your privacy and application settings). This means, for example, that if you share a photo on PathPlay, you give

us permission to store, copy and share it with others (again, consistent with your settings) such as service providers that support our service. This licence will end when your content is deleted from our systems.

You can delete content individually or all at once by deleting your account. .

When you delete content, it's no longer visible to other users; however, it may continue to exist elsewhere on our systems where:

- Immediate deletion is not possible due to technical limitations (in which case, your content will be deleted within a maximum of 90 days from when you delete it);
- your content has been used by others in accordance with this licence and they have not deleted it (in which case, this licence will continue to apply until that content is deleted); or
- Where immediate deletion would restrict our ability to:
 - investigate or identify illegal activity or breaches of our Terms and Policies (for example, to identify or investigate misuse of our Products or systems);
 - comply with a legal obligation, such as the preservation of evidence; or
 - comply with a request of a judicial or administrative authority, law enforcement or a government agency;

in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).

In each of the above cases, this licence will continue until the content has been fully deleted.

2. Permission to use your name, profile picture and information about your actions with ads and sponsored content:

You give us permission to use your name and profile picture and information about actions that you have taken on PathPlay next to or in connection with ads, offers and other sponsored content that we display across our Products, without any compensation to you. For example, we may show your friends that you are interested in an advertised event or have liked a Page created by a brand that has paid us to display its ads on PathPlay. Ads like this can be seen only by people who have your permission to see the actions that you've taken on our Products.

4. Limits on using our intellectual property

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos or sounds that we provide, which you add to content that you create or share on PathPlay), we retain all rights to that content (but not yours). You must obtain our written permission (or permission under an open-source licence) to modify, create derivative works of, decompile or otherwise attempt to extract source code from us.

3. Additional Provisions

1. Updating our Terms

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time

to time to accurately reflect our services and practices. We will only make changes if the provisions are no longer appropriate or if they are incomplete, and only if the changes are reasonable and take due account of your interests.

We will notify you (for example, by email or through our Products) at least 30 days before we make changes to these Terms and give you an opportunity to review them before they go into effect, unless changes are required by law. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the PathPlay community, you can delete your account at any time.

2. Account suspension or termination

We want PathPlay to be a place where people feel welcome and safe to express themselves and share their thoughts and ideas.

If we determine that you have clearly, seriously or repeatedly breached our Terms or Policies, including in particular our Community Standards, we may suspend or permanently disable access to your account. We may also suspend or disable your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons.

Where we take such action, we'll let you know and explain any options you have to request a review, unless doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; or where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

You can learn more about what you can do if your account has been disabled and how to contact us if you think that we have disabled your account by mistake.

3.Limits on liability

We work hard to provide the best Products we can and to specify clear guidelines for everyone who uses them. Our Products, however, are provided "as is", and we make no guarantees that they will always be safe, secure or error-free, or that they will function without disruptions, delays or imperfections. To the extent permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content that they share (including offensive, inappropriate, obscene, unlawful and other objectionable content).

We cannot predict when issues may arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstances will we be liable to you for any lost profits, revenues, information or data, or consequential, special, indirect, exemplary, punitive or incidental damages arising out of or related to these Terms or the PathPlay Products, even if we have been advised of the possibility of such damages.

4. Disputes

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it's useful to know upfront where it can be resolved and what laws will apply.

If you are a consumer, the laws of the country in which you reside will apply to any claim, cause of action or dispute that you have against us that arises out of or relates to these Terms, and you may resolve your claim in any competent court in that country that has jurisdiction over the claim. You also agree that you submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.

5. Other

1. These Terms (formerly known as the Statement of Rights and Responsibilities) make up the entire agreement between you and PathPlay, regarding your use of our Products. They supersede any prior agreements.
2. Some of the Products that we offer are also governed by supplemental Terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products for commercial or business purposes, such as buying ads, selling products, developing apps, managing a group or Page for your business, or using our measurement services, you must agree to our commercial terms. If you post or share content containing music, you must comply with our music guidelines. To the extent that any supplemental Terms conflict with these Terms, the supplemental Terms shall govern to the extent of the conflict.
3. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
4. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
5. You may designate a person (called a legacy contact) to manage your account if it is memorialised. Only your legacy contact or a person who you have identified in a valid will or similar document expressing clear consent to disclose your content upon death or incapacity will be able to seek disclosure from your account after it is memorialised.
6. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition or sale of assets, or by operation of law or otherwise.
7. You should know that we may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name that you use in everyday life). We will inform you in advance if we have to do this and explain why.
8. We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.
9. We reserve all rights not expressly granted to you.

4. Other Terms and Policies

- **Community Standards:** These guidelines outline our standards regarding the content that you post to PathPlay and your activity on PathPlay.
- **Commercial Terms:** These Terms apply if you also access or use our Products for any commercial or business purpose, including advertising, operating an app on

our Platform, using our measurement services, managing a group or a Page for a business, or selling goods or services.

- Advertising Policies: These policies specify what types of ad content are allowed by partners who advertise.
- Self-serve ad term: These Terms apply when you use self-serve advertising interfaces to create, submit or deliver advertising or other commercial or sponsored activity or content.
- PathPlay pages, groups and events policy: These guidelines apply if you create or administer a PathPlay Page, group or event, or if you use PathPlay to communicate or administer a promotion.
- Community Payment terms: These terms apply to payments made on or through PathPlay Products.
- Commercial Policies: These guidelines outline the Policies that apply when you offer products and services for sale on PathPlay,
- PathPlay Brand Resources: These guidelines outline the policies that apply to use of PathPlay trademarks, logos and screenshots.
- Music Guidelines: These guidelines outline the policies that apply if you post or share content containing music.