

Terms of Use

Last updated: January 30, 2025

Below is a comprehensive Terms of Use document for the “Playdo” iOS application operated by Magic Forge Inc. (“Company,” “we,” “us,” or “our”). This document is intended as a general template and may not address every legal requirement in your specific jurisdiction. We strongly recommend you consult with a legal professional to ensure full compliance with all relevant laws and regulations.

Introduction

Welcome to Playdo (the “App”), a mobile application designed for children aged 3 and up, which features coloring activities, games, and other engaging content. These Terms of Use (“Terms”) govern your (the “User,” “you,” or “your”) access to and use of the App, including any content, features, and services offered within it. By downloading, installing, or using the App, you agree to be bound by these Terms.

If you do not agree with these Terms, you may not access or use the App.

Company Information

- Company Name: Magic Forge Inc.
- Registered Address: 30 N Gould St Ste R, Sheridan, WY 82801, United States
- Contact Email: support@magicforge.top

Eligibility

Age Requirement: The App is designed for children aged 3 years and older, but it must be downloaded and operated under the supervision of a parent or legal guardian. If you are not at least 18 years old, or the age of majority in your jurisdiction, you may only use the App under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

Legal Capacity: By using the App, you represent and warrant that:

- You have the legal capacity to enter into a binding contract with us, or
- You are using the App under the direct supervision of a parent or legal guardian who has the legal capacity and authority to agree to these Terms on your behalf.

Account Registration and Use

Account Creation: Certain features within the App may require you to create an account. You agree to provide accurate, current, and complete information during the registration process. You

are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account.

Parental Consent: In order to use the App for a child, parents or guardians may need to create an account and supervise their child's use of the App.

Security: You agree to notify us immediately of any unauthorized access or use of your account or any breach of security. We will not be liable for any losses arising from unauthorized use of your account.

Subscriptions and In-App Purchases

Overview: The App offers certain features, content, and services through a subscription model ("Subscription"). Subscriptions may include access to additional coloring pages, premium games, new content updates, or an ad-free experience.

Subscription Plans: We may offer various subscription plans with different pricing, durations (e.g., weekly, monthly, yearly), and features. The exact terms of your subscription, including pricing and renewal dates, will be disclosed during the sign-up process within the App.

Auto-Renewal:

- All subscriptions are set to automatically renew at the end of the applicable subscription period unless canceled at least 24 hours before the end of the current period.
- Your Apple App Store account will be charged for renewal within 24 hours prior to the end of the current subscription period.
- If you do not want your subscription to renew automatically, you must turn off auto-renewal at least 24 hours before your current subscription period ends. You can do this through your account settings in the App Store.

Free Trials:

- We may, at our sole discretion, offer free trials for certain subscription plans. After the trial period ends, your subscription will automatically convert to a paid subscription unless you cancel it at least 24 hours prior to the end of the trial.
- During the free trial, you may cancel your subscription at any time in your App Store account settings.

Payment Processing:

- All payments will be processed by Apple through your Apple ID account. We do not have direct access to your payment information.
- By purchasing a subscription, you agree to Apple's terms and conditions, which govern your payment and any potential refunds.

Changes to Subscription Fees:

- We reserve the right to change our subscription offerings and pricing at any time. We will provide notice of any pricing changes before they take effect.

- If you do not agree to the new pricing, you may cancel your subscription before the new rate is applied.

Cancellation and Refunds:

- You may cancel your subscription at any time through your Apple ID account settings.
- If you cancel your subscription, you will continue to have access to the subscription features until the end of your current billing period.
- Refunds are subject to Apple's refund policies. We do not provide refunds or credits for partially used subscription periods.

License and Intellectual Property

License: Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to use the App on any iOS device that you own or control.

Ownership: All content, trademarks, service marks, logos, and other intellectual property displayed in or associated with the App are owned by Magic Forge Inc. or our licensors and are protected by applicable intellectual property laws. You are granted no right or license to use them except as expressly provided in these Terms.

Restrictions: You agree not to:

- Modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the App.
- Reverse engineer, decompile, or disassemble any portion of the App.

User Conduct and Obligations

Compliance: You agree to comply with all applicable local, state, national, and international laws and regulations in connection with your use of the App.

Prohibited Conduct: You shall not:

- Use the App for any unauthorized or unlawful purpose.
- Upload or transmit viruses, worms, or any other destructive code.
- Engage in any behavior that interferes with the normal operation or security of the App.
- Collect or harvest any personal information about other users without their express consent.

Parental Responsibility: The App is intended for children as young as 3, but it is your responsibility to ensure that children use it safely and in compliance with these Terms.

Privacy

Your privacy is important to us. Our practices concerning the collection, use, and disclosure of your personal data (and that of any child users under your supervision) are described in our Privacy Policy. By using the App, you consent to our collection and use of personal data as outlined in the Privacy Policy.

Third-Party Services and Links

The App may contain links to third-party websites or services. We do not endorse, control, or assume responsibility for any third-party sites or services. Your use of such sites or services is at your own risk and subject to the terms and conditions of those third parties.

Disclaimer of Warranties

General Disclaimer: The App is provided on an “AS IS” and “AS AVAILABLE” basis, without warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Functionality: We do not guarantee that the App will be error-free, secure, or operate without interruptions or delays.

Children’s Content: While we strive to provide child-appropriate content, we make no warranty regarding the suitability or reliability of the App’s content for your child’s individual needs.

Limitation of Liability

To the fullest extent permitted by law:

Indirect Damages: Magic Forge Inc. shall not be liable for any indirect, incidental, special, consequential, or punitive damages (including, but not limited to, loss of data, revenue, or business opportunities) arising out of or related to your use of (or inability to use) the App.

Aggregate Liability: In no event shall Magic Forge Inc.’s total liability to you for all claims arising under these Terms exceed the amount paid by you (if any) for accessing or using the App within the last 12 months.

Jurisdictional Limitations: Some jurisdictions do not allow the exclusion or limitation of certain warranties or liabilities, so some of the above limitations may not apply to you.

Indemnification

You agree to indemnify, defend, and hold harmless Magic Forge Inc., its affiliates, and their respective officers, directors, employees, and agents, from and against all claims, losses, expenses, damages, and costs (including reasonable attorney fees) resulting from or arising out of your violation of these Terms or the misuse of the App.

Termination

We reserve the right to suspend, restrict, or terminate your access to the App at any time, with or without notice, if you violate any provision of these Terms or for any other reason in our sole discretion. Upon termination, any licenses or rights granted to you under these Terms shall cease immediately.

Changes to These Terms

We may modify these Terms at any time to reflect changes in our App or legal obligations. When we do, we will provide notice by updating the “Last Updated” date at the top of this document. Your continued use of the App after any modifications indicates your acceptance of the revised Terms.

Governing Law and Dispute Resolution

These Terms and any disputes relating to them or to the App will be governed by and construed in accordance with the laws of the State of Wyoming, without regard to conflict-of-law principles. Any dispute arising under or relating to these Terms shall be subject to the exclusive jurisdiction of the state or federal courts located in or having jurisdiction over Sheridan, Wyoming, unless otherwise required by applicable law.

Miscellaneous

Severability: If any provision of these Terms is held to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent possible and the remaining provisions will remain in full force and effect.

No Waiver: The failure of Magic Forge Inc. to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Entire Agreement: These Terms, together with our Privacy Policy and any other legal notices published by Magic Forge Inc., constitute the entire agreement between you and Magic Forge Inc. concerning the App.

Assignment: You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Magic Forge Inc. We may freely assign our rights and obligations under these Terms.

Contact Information

If you have any questions or concerns about these Terms, please contact us at:

- Email: support@magicforge.top
- Mailing Address: Magic Forge Inc., 30 N Gould St Ste R, Sheridan, WY 82801, United States

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