

# Terms of Use

**ATTENTION: BY USING DUCKIEDECK.COM YOU SIGNIFY YOUR ACCEPTANCE OF THE FOLLOWING TERMS OF USE**

## **GENERAL INFORMATION:**

-- 1 --

DuckieDeck.com is an educational website created for parents and children (the Users) that can be found at [www.duckiedeck.com](http://www.duckiedeck.com). This website aims at stimulating versatile development of a child through interactive games. Due to certain mechanisms (blog) it enables to create the source of knowledge about development, raising and playing with young children. Moreover, the website allows to share experience between its Users. DuckieDeck.com will be also used to carry on research on the way children between 2 – 5 years old and their parents use the Internet.

-- 2 --

All functions of DuckieDeck.com are available after visiting a website. Users can play some games for free. On Website there are also Premium Games. Users have access to Premium Games after the payment (PayPal).

-- 3 --

Duckie Deck Development Sp. z o.o., based in:

Duckie Deck  
ul. Ślusarska 9/28  
30-702 Kraków

REGON statistical number 122577890,  
Tax identification number 9452168665,  
Registered in the Commercial Court of Law, Department XI KRS KRS0000421916

## **REQUIREMENTS**

-- 1 --

To use the Website it is necessary to have web browser with Adobe Flash Player installed. While using the Website, cookies files needed for the proper functioning of the Website, may be saved on User's computer.

## SERVICES

-- 1 --

Website provides a number of paid and free services that include interactive games and blog. The free of charge part of the Website includes games selected by the Website management and blog. The paid (commercial) part includes the interactive games selected by the Website management.

-- 2 --

Access to the free part of the Website is possible without payment (PayPal). Access to the commercial part of the Website is possible after payment (PayPal).

## WEBSITE USAGE

-- 1 --

By signing up the User grants the Website the permission to:

- process, collect, save, store, change, share and delete the User's personal data to the extent necessary to run the Website;
- process, collect, save, store, change, share and delete the User's personal data for marketing and statistical purposes;
- process, collect, save, store, change, share and delete the User's personal data for advertising, market research, research concerning customers' preferences and activities used for increasing the quality of the Website.

-- 2 --

By submitting his email address, the User agrees to receive marketing information in accordance with the Act on Rendering Electronic Services of 18.07.2002, from the Website and other companies that put marketing information on the Website. The User may withdraw his consent any time.

-- 3 --

The User has a right to view the content he has provided for the Website, as well as the right to change it or have it deleted. To do so, the User must write an email to the contact email address of the Website: [help@duckiedeck.com](mailto:help@duckiedeck.com)

-- 4 --

By using the Website, The User agrees to the collection, storing and processing by the Website the following technical and technological data:

1. IP address
2. requested URL
3. referral URL
4. User's browser type
5. other information transmitted via http protocol

-- 4.1 --

The User agrees for the Website to store computer cookies on their computer. In the course of using the Website, on the User's computer system are not permanently installed cookies or other software components used by the Website.

-- 4.2 --

Cookies are small text files saved in order to keep sessions (after logging in), so users do not have to type in registration data on each web page (username and password). They are used for viewing statistics, online advertising presentation of the content as close to the user's interests and the creation of online surveys and protecting them against multiple voting by the same person. These files do not collect personal information, do not change the configuration of your computer, neither are used to install or uninstall any software, virus or Trojan horse, do not interfere with the integrity of the system or user data are not processed by other websites and can be deleted by the User at any time. Deleting cookies, as well as change of the settings for them is possible by modifying the settings in the web browser used by the User.

-- 4.3 --

The Website uses cookies for the following purposes:

- improving performance of the website (errors, time spent on certain pages, etc.)
- improving functionality of the website (remembering User's settings, choices, likes, etc.)
- statistics (third-party cookies)
- analytics (third-party cookies)

## **TECHNICAL AND TECHNOLOGICAL DATA**

-- 1 --

The User grants the Website the permission to collect, save and process the information transmitted by the http protocol.

## **PAYMENTS**

-- 1 --

The Website enables payment through PayPal. The payment is processed via payment agent's web page. Website payment warranties are the same as warranties of the payment agent. Electronic record stored in the DuckieDeck Website and its partners' computer systems in conditions ensuring its security, will be used as proofs of communication, orders and payments between the User and the DuckieDeck Website. Those proofs are valid for the both sides as long as the User will not present other written proofs canceling this rule.

-- 2 --

Payment is published on the Website and includes tax. The Website has a right to change the payment price. If the prices increase, the Website will notify each subscriber by sending an email to the email address given by the User during registration (or email address updated later) no later than 15 (fifteen) days before the price increase comes into force.

Any increase in VAT tax (goods and Websites tax) or introducing a new tax for the Website will automatically and right away result in increasing the payment. The User should keep in mind that all cost of connecting to the Website and communicating within the Website (Internet) are covered by the User, not by the Website.

## **WEBSITE RULES OF OPERATION**

-- 1 --

All information published on web page are for informational purpose only and cannot be interpreted as a suggestion that the consultation with the doctor may be skipped in case a problem occurs.

-- 2 --

The User cannot publish on the Website or show people he met while using the Website (without their clear permission) the materials which include content that:

- in accordance with generally accepted principles, is not suitable for children;
- is vulgar, indecent, profane, scandalous or breaks the rules of our society;
- infringes somebody's personal goods or other rights e.g. copyright;
- shows features of threat or assault;
- breaks the law;
- can be recognized as erotic or pornographic.

-- 3 --

The Website is not liable for content published by the Users.

-- 4 --

The Website may block or delete content that:

- does not follow the Terms of Use;
- was published more than 12 months ago.

-- 5 --

The Website will block or delete content on demand of the User who has published it.

-- 6 --

The Website will react to User's requests as soon as his notifications are received.

-- 7 --

While using the Website, the User cannot influence the Websites (e.g. change the scores of the games and applications) in a unlawful matter, especially by breaking or attempting to break the Website security mechanisms or finding the gaps in the Website security policy.

Moreover, the use of tools enabling to get the scores automatically is forbidden. If the User's violations are found, the User and his unlawfully acquired scores will be deleted from the Website (with the retrospective effect).

-- 8 --

The Website has a right to publish commercial and advertising content.

-- 9 --

The User is responsible for all his activities while using the Website and is required to fix the potential damage.

## **COPYRIGHT**

-- 1 --

It is forbidden to copy, process or share any materials or parts of the content published in the Website by the Website or the Users without their written consent.

-- 2 --

Using the Website, including the commercial part, does not give the User any rights to the published content, games or applications; the User can use them only in accordance with the Copyright and Related Rights Act.

## **COMPLAINTS AND CHANGING THE TERMS OF USE**

-- 1 --

Website contact data:

Duckie Deck Development Sp. z o.o.  
ul. Ślusarska 9/28  
30-702 Kraków

-- 2 --

All complaints, remarks, opinions and notifications about the Terms Of Use violations should be sent to the email address: [help@duckiedeck.com](mailto:help@duckiedeck.com). The Website processes the complaint within the 3 (three) working days and informs the user about the acceptance/turn down of a complaint via email send to the email address given by the User.