

TENDENCYZ - TERMS OF USE

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Please read these terms and conditions carefully before using the Tendencyz mobile application/website operated by devPhantom (SAS).

Your access to and use of the application/website is conditioned upon your acceptance of and compliance with these terms and conditions. These terms and conditions apply to all users and others who access or use the application/website.

Orders and Purchases

If you wish to purchase a product or service available through the App/Website, you may be asked to provide certain information related to your purchase, including your credit card number, credit card expiration date, billing address and shipping information.

You represent and warrant that: you have the legal right to use any credit card or other payment method in connection with any purchase; and the information you provide to us is true, correct and complete.

By submitting this information, you grant us the right to provide it to third parties in order to facilitate purchases.

We reserve the right to refuse or cancel your order at any time for any reason, including, but not limited to: availability of the product or service, errors in the description or price of the product or service, errors in your order or other reasons.

We reserve the right to refuse or cancel your order if we detect that you are using a jailbroken device.

We reserve the right to refuse or cancel your order if we suspect fraud or an unauthorized or illegal transaction.

Availability, errors and inaccuracies

We constantly update our product and service offerings in the app/website. Products or services available in our App/Website may be mispriced, inaccurately described or unavailable, and we may experience delays in updating information in the App and in our advertisements on other websites.

We cannot guarantee and do not warrant the accuracy or completeness of any information, including prices, product images, specifications, availability and services. We reserve the right to make changes or updates to the information and to correct errors, inaccuracies or omissions at any time without notice.

Intellectual Property

The App/website and its original content, features and functionality are and will remain the exclusive property of us and our licensors. The App is protected by copyright, trademark and other laws of the EU and other territories. Our trademarks may not be used in connection with any product or service without our prior written consent.

[Links to other websites and applications](#)

Our Application/Website may contain links to third party websites, services or applications that are not owned or controlled by us.

We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party website or service. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website, service or application.

We urge you to read the terms and conditions and privacy policies of any third-party website or service you visit.

[Objectionable Content](#)

We have a zero tolerance policy for objectionable content.

The application's/website submission forms do not allow for the submission of objectionable content. Unacceptable content includes, but is not limited to: sexually explicit, obscene, defamatory, libelous, violent and/or illegal content or profanity; content that infringes on the rights of any third party, including copyright, trademark, privacy, publicity, or any other personal or proprietary right, or is deceptive or fraudulent ; content that promotes the use or sale of illegal or controlled substances, tobacco products, ammunition and/or firearms; and gambling, including but not limited to online casinos, sports betting, bingo or poker. Any user may flag content they find objectionable for review. Content will be moderated to ensure prompt removal of any objectionable content. Accounts of users who have been confirmed to be responsible for posting objectionable content will be restricted.

[Account Termination/Deletion](#)

We may terminate or suspend your access immediately, without notice or liability, for any reason, including, but not limited to, if you fail to comply with the Terms.

If there is any suspicious activity, your account will be immediately suspended or permanently deleted. If you wish to delete your account, send us an email.

[Limitation of Liability](#)

In no event will we, or our directors, employees, partners, agents, suppliers or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including, without limitation, loss of profits, data, use, goodwill or other intangible losses, arising out of your access to, use of, or inability to access or use the App; the conduct or content of any third party on the Application/Website; any content obtained from the Application/Website; and the 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 advised of the possibility of such damages, and even if any remedy set forth herein proves to be unsuccessful in its essential purpose.

Disclaimer of Liability

You use the app/website the app is provided without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, non-infringement or performance. By using the App/Website, you agree that other users of the App/website may be able to view your profile, follow you or leave comments on your posts.

We, our subsidiaries, affiliates and licensors do not warrant that the Application/website will operate uninterrupted, that it will be secure or available at any particular time or location, that errors or defects will be corrected, that the Application/Website is free of any harmful components, that the results of using the Application/Website will meet your requirements.

Applicable Law

These Terms shall be governed by and construed in accordance with the laws of the EU, without regard to its conflict of laws provisions.

Our failure to enforce any right or provision of these Terms shall not be deemed a waiver of such rights. If any provision of these Terms is found by a court to be invalid or unenforceable, the remaining provisions of these Terms shall remain in full force and effect. These Terms constitute the entire agreement between us with respect to our App, and supersede and replace any prior agreement we may have with respect to the App/website.

Payment and unlocking premium features (APP)

The basic version of Tendencyz is available for free. To access additional features, users can purchase a Tendencyz subscription within the app and pay through an auto-renewable subscription in Apple's iTunes store.

Tendencyz VIP features can be purchased online or through the Apple iTunes store. When you purchase these features, you are also subject to the iTunes terms of service.

- Payment will be charged to your iTunes account upon confirmation of purchase.
- The account will be charged for renewal within 24 hours of the end of the current term at the subscription price listed below.
- Subscriptions are user manageable: you can change or cancel your subscription at any time by logging into your iTunes account on your computer or phone and changing the settings. For more details, please visit: <http://support.apple.com/kb/HT4098>

Renewals and cancellations (APP)

Your subscription is automatically renewed at the end of the subscription period. If you do not want your card to be charged, you must turn off automatic renewal at least 24 hours before the end of the free trial period. Otherwise, you will be responsible for paying the full subscription period.

You can change or cancel your subscription at any time by logging into your iTunes account on your computer or iOS or Android device and changing the settings. For more information, please visit: <http://support.apple.com/kb/HT4098>

Payment and unlocking premium features (WEBSITE)

The basic version of Tendencyz is available for free. To access additional features, users can purchase a subscription to Tendencyz in the website and pay through Paypal.

Tendencyz premium features can be purchased online on our website via Paypal. When you purchase these features, you are also subject to paypal's terms of service.

- Payment will be debited from your Paypal account after the purchase is confirmed.
- Subscriptions are user manageable: you can change or cancel your subscription at any time by logging into your Paypal account on your computer or phone and changing the settings. For more details, please visit:

<https://www.paypal.com/fr/smarthelp/article/comment-demander-un-remboursement%C2%A0-faq406>

Renewals and cancellations (WEBSITE)

In case of subscription, if you want to cancel your subscription, you can do it from your Paypal account, or send us an email.

(https://www.paypal.com/li/smarthelp/article/comment-effectuer-un-remboursement-via-paypal%C2%A0-faq780?locale.x=fr_LI)

Purchase of coins

In case of corner purchase, no refund can be made.

Changes in pricing

We may change the pricing plan at our discretion. In this case, we will try to inform you prior to any changes so that you can modify or cancel your subscription before the changes. We are not responsible for any losses you may incur by not changing your subscription after we notify you of any rate plan changes.

Changes

We reserve the right, in our sole discretion, to modify or replace these terms at any time. If a revision is material, we will endeavor to provide at least 30 days' notice before the new terms take effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Application/Website after such revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please discontinue use of the App/website.

Sources Onlines:

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Contact Us

If you have any questions about these terms, please contact us at team@tendencyz.com or on our social media @tendencyz_app