

# Terms and Conditions

**Last Updated:** 12/28/2025

These Terms and Conditions ("Terms") constitute a legally binding agreement governing access to and use of the website and mobile application (collectively, the "Service") owned and operated by **Taylor Gunn** ("Owner," "we," "us," or "our"). By accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must not access or use the Service.

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## 1. Eligibility and Age Requirements

The Service is intended solely for individuals who are **thirteen (13) years of age or older**.

By creating an account or otherwise using the Service, you represent and warrant that you meet the minimum age requirement. Certain interactive or social features of the Service, including but not limited to the ability to post content, add friends, or directly interact with other users, may be restricted to individuals **eighteen (18) years of age or older**. Access to such features may require an affirmative opt-in or age verification.

We reserve the right, in our sole discretion, to restrict, suspend, or terminate access to the Service or any features thereof if we believe that a user has misrepresented their age.

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## 2. Account Creation and Responsibilities

Access to certain features of the Service requires the creation of an account using a valid email address. You agree to provide accurate, current, and complete information during the registration process and to maintain and promptly update such information as necessary.

You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized access to or use of your account. We shall not be liable for any loss or damage arising from your failure to safeguard your account information.

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## 3. Acceptable Use

You agree that you shall not use the Service to:

- Violate any applicable federal, state, or local law or regulation;
- Harass, threaten, abuse, or otherwise harm any individual or entity;
- Post, transmit, or share content that is unlawful, defamatory, obscene, sexually explicit, hateful, or otherwise objectionable;

- Impersonate any person or entity, or misrepresent your affiliation with any person or entity;
- Upload or transmit viruses, malware, or other harmful code;
- Attempt to gain unauthorized access to any portion of the Service or its related systems or networks.

We reserve the right, but do not assume the obligation, to monitor activity and content on the Service and to remove content or restrict access at our sole discretion.

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## 4. User-Generated Content

The Service may permit users to post, upload, or otherwise submit content ("User Content"). You retain ownership of your User Content. By submitting User Content, you grant us a non-exclusive, worldwide, royalty-free, transferable license to use, host, store, reproduce, display, and distribute such content in connection with the operation, promotion, and improvement of the Service.

You represent and warrant that you possess all rights necessary to grant the foregoing license and that your User Content does not violate these Terms or any applicable law.

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## 5. Intellectual Property

All content, features, and functionality of the Service, excluding User Content, are the exclusive property of **Taylor Gunn** and are protected by applicable intellectual property laws. No right, title, or interest in or to the Service is transferred to you except as expressly set forth herein.

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## 6. Payments and Subscriptions

The Service offers a freemium model with an optional premium subscription.

Premium access is available for **fifteen dollars (\$15.00) per year**. All payments are processed through third-party payment processors or applicable app store platforms. **All purchases are non-refundable**, to the fullest extent permitted by law.

We reserve the right to modify pricing or subscription terms at any time. Any such changes shall apply prospectively.

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## 7. Disclaimer of Warranties

The service is provided on an "as is" and "as available" basis. To the fullest extent permitted by law, we disclaim all warranties, whether express, implied, or statutory, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We do not warrant that the service will be uninterrupted, error-free, or secure, or that any defects will be corrected.

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## 8. Limitation of Liability

To the fullest extent permitted by law, in no event shall **Taylor Gunn** be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to your use of the service.

Our total liability for any claim arising under these terms shall not exceed the amount paid by you to us, if any, during the twelve (12) months preceding the event giving rise to the claim.

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## 9. Indemnification

You agree to indemnify, defend, and hold harmless **Taylor Gunn** from and against any and all claims, liabilities, damages, losses, and expenses arising out of or related to your use of the Service, your violation of these Terms, or your infringement of any rights of another party.

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## 10. Termination

We reserve the right, in our sole discretion, to suspend or terminate your account or access to the Service at any time and for any reason, including for violations of these Terms, without prior notice.

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## 11. Governing Law and Venue

These Terms shall be governed by and construed in accordance with the laws of the **State of Alabama**, without regard to its conflict-of-law principles. Any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the state or federal courts located within the State of Alabama.

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## 12. Changes to These Terms

We reserve the right to modify these Terms at any time. Any changes shall be effective upon posting. Your continued use of the Service following the posting of revised Terms constitutes acceptance of such changes.

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## 13. Contact Information

For questions regarding these Terms, please contact:

**[Taylor's Email/phone number (however he wants to be contacted)]**

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*These Terms are provided for general informational purposes and do not constitute legal advice.*

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# Privacy Policy

**Last Updated:** 12/28/2025

This Privacy Policy describes how **Taylor Gunn** ("we," "us," or "our") collects, uses, discloses, and protects information obtained from users ("you" or "your") of the website and mobile application known as **GoBall** (collectively, the "Service"). By accessing or using the Service, you acknowledge that you have read and understood this Privacy Policy.

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## 1. Information We Collect

### a. Information You Provide

We may collect personal information that you voluntarily provide, including but not limited to:

- Email address and account registration information;
- Payment and billing information for premium subscriptions (processed by third-party payment processors);
- User-generated content submitted through the Service.

### b. Automatically Collected Information

We may automatically collect certain information when you access the Service, including:

- Device information;
  - Log data such as IP address, browser type, and access times;
  - Usage data related to your interaction with the Service.
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## 2. Use of Information

We use collected information for purposes including, but not limited to:

- Providing, operating, and maintaining the Service;
- Creating and managing user accounts;
- Processing payments and subscriptions;
- Communicating with users regarding updates, support, or service-related notices;

- Monitoring and enforcing compliance with our Terms and Conditions;
  - Improving and developing the Service.
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### **3. Payment Processing**

All payment transactions are processed through third-party payment processors or app store platforms. We do not store or directly process full payment card information. The handling of such information is governed by the privacy policies of the applicable third-party processors.

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### **4. Disclosure of Information**

We may disclose information:

- To third-party service providers who assist in operating the Service;
- To comply with legal obligations, court orders, or lawful requests;
- To protect the rights, property, or safety of the Owner, users, or others.

We do not sell personal information to third parties.

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### **5. Data Security**

We implement reasonable administrative, technical, and physical safeguards designed to protect personal information. However, no method of transmission or storage is completely secure, and we cannot guarantee absolute security.

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### **6. Data Retention**

We retain personal information only for as long as is reasonably necessary to fulfill the purposes for which it was collected, including to provide the Service, comply with legal obligations, resolve disputes, and enforce our agreements.

Account information is generally retained for the duration of your account's existence. Upon account deletion or termination, we will take reasonable steps to delete or anonymize personal information, except to the extent that retention is required or permitted by law, necessary for legitimate business purposes, or required to comply with legal obligations.

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### **7. Children's Privacy**

The Service is intended for users **thirteen (13) years of age and older**. We do not knowingly collect personal information from children under the age of 13. If we become aware that such information has been collected, we will take appropriate steps to delete it.

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## **7. Your Choices**

You may update or delete your account information by accessing your account settings or contacting us directly. Certain information may be retained as required by law or for legitimate business purposes.

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## **8. Changes to This Privacy Policy**

We reserve the right to modify this Privacy Policy at any time. Any changes will be effective upon posting. Continued use of the Service after changes are posted constitutes acceptance of the revised Privacy Policy.

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## **9. Contact Information**

If you have questions or concerns regarding this Privacy Policy, please contact:

**[email address/phone number]**

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*This Privacy Policy is provided for general informational purposes and does not constitute legal advice.*