

# TERMS OF SERVICE

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**Effective Date:** 26.11.2025 **Last Updated:** 26.11.2025

## 1. Agreement to Terms

Welcome to Petmatch! These Terms of Service ("Terms") constitute a legally binding agreement between you and SABCOM ("Petmatch," "we," "us," or "our") governing your use of the Petmatch platform, website (petmatch.pl), and mobile applications (Android and iOS).

**By creating an account or using Petmatch, you agree to these Terms.** If you do not agree, you may not use our services.

## 2. Company Information

**Company Name:** SABCOM **Address:** Ostródzka 62F, 03-289 Warsaw, Poland **Contact Email:** support@petmatch.pl **Website:** <https://petmatch.pl>

## 3. Definitions

- **"Service"** or **"Platform"** means the Petmatch website, mobile applications, and all related services
- **"User," "you,"** or **"your"** means any person who creates an account or uses Petmatch
- **"Content"** means any text, photos, videos, information, or other materials you submit to Petmatch
- **"Account"** means your registered Petmatch user account
- **"Subscription"** means paid membership plans (Plus, Gold, or other premium tiers)
- **"Match"** or **"Boop"** means a mutual connection between two users who both swiped right

## 4. Eligibility and Account Creation

### 4.1 Age Requirement

**You must be at least 18 years of age to use Petmatch.** By creating an account, you represent and warrant that:

- You are 18 years of age or older
- You have the legal capacity to enter into these Terms
- You are not prohibited from using our services under the laws of Poland or your jurisdiction

We reserve the right to verify your age and terminate accounts of users under 18.

### 4.2 Account Creation

To create an account, you must:

1. Provide accurate, complete, and current information (first name, last name, email, date of birth)
2. Create a secure password
3. Agree to these Terms and our Privacy Policy
4. Verify your email address

In future, you will also be able to sign up using Google, Instagram or Facebook OAuth2, in which case basic profile information will be imported. Currently this mode of login is not supported.

### 4.3 Account Security

You are responsible for:

- Maintaining the confidentiality of your login credentials
- All activities that occur under your account
- Notifying us immediately of any unauthorized access

**Do not share your account credentials with anyone.** We are not liable for losses caused by unauthorized use of your account.

### 4.4 One Account Per Person

You may only maintain one Petmatch account at a time. Creating multiple accounts may result in suspension or termination of all accounts.

## 5. Description of Services

Petmatch is a location-based social platform for pet enthusiasts to:

- Create profiles showcasing themselves and their pets
- Discover nearby users with similar interests
- Match with other users based on mutual interest (swiping/booping)
- Chat with matched users in real-time
- Participate in community features (Wall posts, leaderboards, achievements)
- Access premium features through paid subscriptions

### 5.1 Free Services

Free accounts include:

- Profile creation (limited photos)
- Daily swipe limit
- Unlimited messaging with matches
- Basic matching and discovery
- Wall posting (subject to limits)

### 5.2 Paid Subscriptions

Premium subscriptions (Plus, Gold) offer enhanced features:

- **Plus Subscription:**
  - Unlimited daily swipes
  - Daily Super Likes
  - Rewind feature (undo swipes)
  - Profile boost
  - See who liked you

- Advanced filters

- **Gold Subscription:**

- All Plus features
- Multiple daily rewinds
- Priority customer support
- Top profile placement
- Exclusive badges

**Prices and features** are displayed on our Plans page at <https://petmatch.pl/subscription/plans> and may vary by region.

## 5.3 Tokens and Boosts

You may purchase additional features individually:

- **Super Likes:** Stand out to other users
- **Boosts:** Increase profile visibility for 24 hours
- **Rewind Tokens:** Undo additional swipes

Purchased tokens do not expire and remain in your account until used.

## 6. Payment Terms

### 6.1 Subscription Billing

**Subscriptions are billed in advance** on a monthly or annual basis, depending on the plan selected. By purchasing a subscription, you authorize us to charge your payment method:

- Immediately upon purchase
- Automatically at the start of each billing period (monthly or annually)
- Any applicable taxes

We use **Stripe** as our payment processor. Payment information is securely handled by Stripe and not stored on our servers.

### 6.2 Automatic Renewal

**Subscriptions automatically renew** unless you cancel before the renewal date. You will be charged the then-current subscription price at renewal.

To cancel auto-renewal:

1. Go to Settings → Subscription → Manage Subscription
2. Click "Cancel Subscription"
3. Confirm cancellation

Cancellation takes effect at the end of your current billing period. You will continue to have access to premium features until then.

### 6.3 Free Trials and Promotions

We may offer free trials or promotional pricing from time to time. If you activate a free trial:

- You will not be charged during the trial period
- Your payment method will be charged automatically when the trial ends unless you cancel
- Trial eligibility may be limited to new users

Promotional offers are subject to specific terms communicated at the time of the offer.

## 6.4 Refund Policy

### Nature of Digital Goods

Petmatch provides **digital goods and services** that are **delivered and consumed immediately** upon purchase, including but not limited to:

- Premium subscription features (unlimited swipes, boosts, filters)
- Virtual tokens (Super Likes, Rewind Tokens, Boost Tokens)
- Profile visibility enhancements
- Access to premium features and content

By purchasing and using these digital goods, you acknowledge and agree that:

1. The digital content is made available to you immediately upon completion of your purchase
2. You begin receiving the benefit of the subscription or feature immediately
3. Performance of the contract begins immediately with your express consent
4. The digital goods are consumed upon delivery and cannot be returned

### Waiver of Right of Withdrawal

**Pursuant to Article 16(m) of Directive 2011/83/EU (Consumer Rights Directive)**, you expressly acknowledge and agree that you **waive your right of withdrawal** for digital content that is:

- Not supplied on a tangible medium (physical goods)
- Delivered immediately with your express prior consent
- Supplied when performance has begun with your acknowledgement that you lose your right of withdrawal

By clicking "Purchase," "Subscribe," or "Confirm Payment," you:

- Provide your express consent to immediate delivery and performance
- Acknowledge that you will lose your right of withdrawal once performance begins

### Exceptions and Refund Eligibility

#### EU 14-Day Refund Policy for Virtual Tokens:

In accordance with EU consumer protection regulations, **unused virtual tokens** are eligible for a full refund within **14 days of purchase**. This applies exclusively to:

- **Super Like Tokens** (if not used)
- **Boost Tokens** (if not used)

- **Rewind Tokens** (if not used)

To qualify for this refund:

- You must request the refund within 14 days of purchase
- The tokens must not have been used
- Once any token from a purchase is used, the entire purchase becomes non-refundable

**These virtual tokens are the ONLY items eligible for standard refunds.** All other purchases, including subscription fees, are non-refundable except in the limited circumstances outlined below.

**Subscription fees are non-refundable** except in the following limited circumstances:

**We may provide refunds if:**

- You were charged in error due to a technical malfunction or billing system error
- A demonstrable technical failure prevented you from accessing purchased features for a substantial period (exceeding 48 consecutive hours)
- You were charged for a subscription renewal after properly cancelling within the required timeframe
- Duplicate charges occurred for the same transaction
- We are required to provide a refund under applicable consumer protection laws

**We will NOT provide refunds if:**

- You change your mind after purchase (except for unused virtual tokens within 14 days)
- You did not use the purchased subscription features
- You cancel mid-billing period (you retain access until period end)
- You violate these Terms resulting in account suspension or termination
- You are dissatisfied with the matching results or user experience
- Your account is blocked or restricted due to your own conduct

## **Refund Request Process**

To request a refund for an eligible circumstance, you must contact us at **support@petmatch.pl** within **14 days of the charge** with the following information:

- Your registered account email address
- Order number or transaction ID (from your payment confirmation)
- Date and amount of the charge
- Detailed explanation of the qualifying refund circumstance
- Supporting evidence (screenshots, error messages, etc., if applicable)

All refund requests are subject to verification and investigation. **Refund decisions are made at our sole discretion** based on the merits of each case and applicable law. We reserve the right to deny refund requests that do not meet the eligibility criteria outlined above.

## **Refund Processing**

If your refund request is approved:

- Refunds will be processed within 14 business days of approval

- Refunds will be issued to the original payment method used for the purchase
- You will receive email confirmation once the refund has been processed
- Depending on your financial institution, it may take an additional 5-10 business days for the refund to appear in your account

**Partial refunds** for unused subscription time are **not provided** if you cancel mid-billing period. You will continue to have access to premium features until the end of your paid period.

## Chargebacks and Payment Disputes

**Initiating a chargeback without first contacting us may result in immediate account suspension.** If you dispute a charge with your bank or payment provider:

- We reserve the right to suspend or terminate your account pending investigation
- You may be required to provide evidence supporting the dispute
- Fraudulent chargebacks may result in permanent account termination and possible legal action
- You will be liable for any costs, fees, or damages we incur as a result of fraudulent chargebacks

We encourage you to contact our support team first to resolve any billing concerns before initiating a chargeback or payment dispute.

## 6.5 Taxes

Prices displayed may exclude applicable taxes (VAT, sales tax, etc.). You are responsible for any taxes or duties imposed by your jurisdiction.

## 6.6 Payment Method Changes

You can update your payment method in Settings → Subscription → Payment Method. You must maintain a valid payment method on file for active subscriptions.

## 6.7 Billing Disputes

If you dispute a charge, contact us at [support@petmatch.pl](mailto:support@petmatch.pl) before disputing with your bank or credit card company. Chargebacks may result in immediate account suspension pending investigation.

# 7. User Conduct and Responsibilities

## 7.1 Acceptable Use

You agree to use Petmatch in a lawful, respectful, and appropriate manner. You agree NOT to:

### Prohibited Content:

- Post false, misleading, or deceptive information
- Impersonate another person or entity
- Post sexually explicit, obscene, or pornographic content
- Post content that promotes violence, hatred, or discrimination
- Post content depicting or promoting illegal activities
- Post content that infringes intellectual property rights
- Post spam, advertising, or commercial solicitations

**Prohibited Conduct:**

- Harass, threaten, stalk, or abuse other users
- Use Petmatch for commercial purposes without authorization
- Create fake accounts or use bots/automated tools
- Attempt to access other users' accounts
- Scrape, harvest, or collect user data
- Interfere with or disrupt our services
- Circumvent security measures or access restrictions
- Use Petmatch to solicit money or financial information
- Engage in any illegal activity

## 7.2 Profile Accuracy

Your profile must:

- Accurately represent you and your pets
- Use real, recent photos of yourself (not celebrities, stock photos, or AI-generated images)
- Not misrepresent your age, identity, or intentions

## 7.3 Pet Safety and Welfare

If you use Petmatch for pet-related activities (playdates, meeting), you are solely responsible for:

- Ensuring your pet's safety and wellbeing
- Verifying the suitability of other users and their pets
- Following all local laws regarding pet care and ownership

**Petmatch is not responsible for any harm, injury, or loss involving pets.**

## 7.4 Reporting Violations

If you encounter content or conduct that violates these Terms, please report it:

- Use the "Report" button on profiles or messages
- Contact us at [support@petmatch.pl](mailto:support@petmatch.pl)

We investigate all reports but cannot guarantee removal of reported content.

## 7.5 Consequences of Violations

Violations may result in:

- Warning or temporary suspension
- Permanent account termination
- Reporting to law enforcement (for illegal conduct)
- Legal action to recover damages

# 8. Content Ownership and Licensing

## 8.1 Your Content

You retain ownership of all content you post to Petmatch (photos, bio, messages, etc.). However, by posting content, you grant us a **worldwide, non-exclusive, royalty-free, transferable license** to:

- Display your content to other users (as part of our services)
- Store and process your content on our servers
- Create derivative works (e.g., resizing photos for different devices)
- Use your content for service improvement and development

This license continues until you delete the content or close your account (with a 30-day grace period for technical removal).

## 8.2 Our Content

The Petmatch platform, including our logo, design, text, graphics, and software, is owned by SABCOM and protected by copyright, trademark, and other laws.

You may not:

- Copy, modify, or create derivative works of our platform
- Reverse engineer our software
- Use our trademarks or branding without permission
- Frame or mirror our website

## 8.3 User-Generated Content Disclaimer

**We do not endorse, verify, or guarantee the accuracy of user-generated content.** Users are solely responsible for their own content. We are not liable for:

- False or misleading profiles
- Offensive or harmful content
- Copyright infringement by users
- Any losses resulting from relying on user content

## 8.4 Content Moderation

We reserve the right (but have no obligation) to:

- Monitor, review, and moderate user content
- Remove content that violates these Terms
- Suspend or terminate accounts for violations

However, we cannot screen all content in advance and do not guarantee that inappropriate content will be detected or removed promptly.

# 9. Matches and Interactions

## 9.1 No Guarantee of Matches

We provide tools for discovering and connecting with other users, but **we do not guarantee that you will find matches** or form meaningful connections.



## 9.2 User Interactions

All interactions with other users are **at your own risk**. We are not responsible for:

- The conduct of other users (online or offline)
- Any harm resulting from meeting other users in person
- Disputes between users
- Fraudulent or criminal activity by users

**Always exercise caution when interacting with strangers.** Do not share personal information (phone number, address, financial details) until you feel comfortable.

## 9.3 Meeting in Person

If you choose to meet another user in person:

- Meet in a public place
- Tell a friend or family member where you're going
- Arrange your own transportation
- Do not share your home address until you trust the person

**Petmatch does not conduct background checks** on users. We are not responsible for verifying user identities or ensuring user safety.

## 9.4 Blocking and Unmatching

You can unmatch or block users at any time through the app. Blocked users:

- Cannot see your profile or contact you
- Are removed from your match list
- Cannot be unblocked (permanent action)

# 10. Account Termination

## 10.1 Termination by You

You may close your account at any time by:

1. Going to Settings → Account Settings → Delete Account
2. Visiting <https://petmatch.pl/settings>
3. Emailing [support@petmatch.pl](mailto:support@petmatch.pl) with "Account Deletion Request"

**Account deletion is permanent and cannot be undone.** All your data, matches, and messages will be permanently deleted within 30 days. Active subscriptions will be cancelled (no refunds for partial periods).

## 10.2 Termination by Us

We may suspend or terminate your account immediately without prior notice if:

- You violate these Terms or our Privacy Policy
- You engage in fraudulent or illegal activity
- You create multiple accounts

- You are reported for harassment or abuse
- Your account poses a security risk
- Required by law

If we terminate your account for violations, **you are not entitled to a refund** of any subscription fees.

### 10.3 Effect of Termination

Upon termination:

- Your access to Petmatch is immediately revoked
- Your profile is removed from all users' views
- Your matches and messages are deleted
- Outstanding payment obligations remain due
- Sections of these Terms that should survive (liability, disputes, etc.) remain in effect

## 11. Intellectual Property Rights

### 11.1 Copyright Complaints (DMCA)

If you believe your copyrighted work has been used on Petmatch without authorization, submit a DMCA takedown notice to [legal@petmatch.pl](mailto:legal@petmatch.pl) with:

- Your contact information
- Description of the copyrighted work
- Location of the infringing content on Petmatch (URL or username)
- Statement that you have a good faith belief the use is unauthorized
- Statement that your notice is accurate under penalty of perjury
- Your physical or electronic signature

We will investigate and remove infringing content if appropriate.

### 11.2 Trademark Complaints

If you believe your trademark is being used without authorization, contact us at [legal@petmatch.pl](mailto:legal@petmatch.pl) with details of the infringement.

## 12. Disclaimers and Limitations of Liability

### 12.1 Service "As Is"

PETMATCH IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- Warranties of merchantability, fitness for a particular purpose, or non-infringement
- Warranties that the service will be uninterrupted, error-free, or secure
- Warranties regarding the accuracy or reliability of user content

We do not guarantee that Petmatch will meet your requirements or that defects will be corrected.

### 12.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SABCOM AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR:

**Indirect Damages:**

- Indirect, incidental, consequential, punitive, or exemplary damages
- Loss of profits, revenue, data, or business opportunities
- Emotional distress or personal injury
- Damages resulting from user interactions (online or offline)

**Direct Damages:** Our total liability for any claims arising from your use of Petmatch is limited to the amount you paid us in the 12 months before the claim (or €100, whichever is greater).

This limitation applies even if we have been advised of the possibility of such damages.

### 12.3 Exceptions

Some jurisdictions do not allow limitations on implied warranties or liability for certain damages. If these laws apply to you, the above limitations may not apply in full.

### 12.4 User Responsibility

You are solely responsible for:

- Your interactions with other users
- Any decisions made based on information from Petmatch
- Compliance with applicable laws in your use of Petmatch
- Backup of any data you want to preserve

## 13. Indemnification

You agree to indemnify, defend, and hold harmless SABCOM and its officers, directors, employees, and agents from any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising from:

- Your use of Petmatch
- Your violation of these Terms
- Your violation of any rights of another person or entity
- Content you post to Petmatch
- Your interactions with other users

## 14. Dispute Resolution

### 14.1 Governing Law

These Terms are governed by the laws of the **Republic of Poland**, without regard to conflict of law principles.

### 14.2 Jurisdiction

Any disputes arising from these Terms or your use of Petmatch shall be resolved exclusively in the courts of Warsaw, Poland. You consent to the personal jurisdiction of these courts.

### 14.3 Informal Resolution

Before filing a lawsuit, you agree to contact us at [legal@petmatch.pl](mailto:legal@petmatch.pl) to attempt to resolve the dispute informally. We will work with you in good faith to reach a resolution.

### 14.4 Time Limit for Claims

You must bring any claim related to Petmatch within **one (1) year** of the event giving rise to the claim. After one year, the claim is permanently barred.

## 15. General Provisions

### 15.1 Changes to These Terms

We may modify these Terms at any time by:

- Updating the "Last Updated" date
- Posting the revised Terms on our website
- Notifying you via email or in-app notification

**Continued use of Petmatch after changes constitutes acceptance** of the modified Terms. If you do not agree, you must stop using Petmatch and close your account.

Material changes will be communicated at least 30 days in advance.

### 15.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The invalid provision will be modified to the minimum extent necessary to make it valid.

### 15.3 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and SABCOM Michał Bożałek regarding Petmatch and supersede all prior agreements.

### 15.4 No Waiver

Our failure to enforce any provision of these Terms does not constitute a waiver of that provision. Any waiver must be in writing and signed by us.

### 15.5 Assignment

You may not assign or transfer these Terms or your account to another party. We may assign these Terms to a successor entity without your consent.

### 15.6 Force Majeure

We are not liable for any failure or delay in performance due to circumstances beyond our reasonable control, including natural disasters, war, terrorism, labor disputes, or internet/telecommunications failures.

### 15.7 Language

These Terms are provided in English and other languages for your convenience. In case of conflict, the **English version** shall prevail.

## 16. Contact Us

If you have questions about these Terms of Service, please contact us:

**Email:** support@petmatch.pl **Legal Inquiries:** legal@petmatch.pl **Address:** SABCOM Michał Bożałek, Ostródzka 62F, 03-289 Warsaw, Poland **Website:** <https://petmatch.pl/#contact>

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## Acknowledgment

By creating a Petmatch account or using our services, you acknowledge that:

- You have read and understood these Terms of Service
- You agree to be bound by these Terms
- You are at least 18 years of age
- You will comply with all applicable laws

**Thank you for being part of the Petmatch community! 🐾**

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*These Terms of Service are effective as of 26.11.2025 and apply to all users of Petmatch.*