

Tiny Minds Terms and Conditions

Version: 1.0

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1. Introduction

These Terms and Conditions (“**Terms**”) govern the use of the Tiny Minds mobile application (the “**Application**”).

The purpose of these Terms is to define the rights and obligations of the operator of the Application and its Users, as well as the rules governing the use of the Services provided through the Application.

By accessing or using the Application, the User acknowledges that they have read, understood, and agreed to be bound by these Terms.

2. Service Provider

Service Provider:

Csaba Baráth, Sole Proprietor

Registered Address:

Hegyalja utca 1.
Dorog, Hungary

E-mail:

tinymindsquiz@gmail.com

Tax Identification Number:

56467545-1-31

The Service Provider operates and maintains the Tiny Minds Application.

3. Definitions

For the purposes of these Terms:

Application means the mobile quiz game known as *Tiny Minds*.

Service Provider means the individual or sole proprietor operating the Application.

User means any natural person using the Application.

User Account means the User’s game profile containing game progress, scores, statistics, and other related data.

Leaderboard means the ranking of scores and results published within the Application.

Virtual Points mean digital points earned during gameplay that exist solely as part of the game, have no monetary value, are non-transferable for cash, and do not constitute property or any other asset.

Subscription means a recurring subscription service available for purchase within the Application.

One-Time Purchase means digital content or functionality that may be purchased within the Application for a one-time fee.

4. Purpose of the Application

Tiny Minds is a knowledge-based mobile quiz game.

The Application enables Users, among other things, to:

- answer quiz questions;
- earn points;
- view and track gameplay statistics;
- participate in public leaderboards;
- purchase and use in-app subscriptions;
- make one-time in-app purchases; and
- view rewarded advertisements.

The Service Provider reserves the right to modify, expand, or discontinue any functionality of the Application at any time.

5. Formation of the Agreement

The agreement between the User and the Service Provider is concluded upon the User's first use of the Application and acceptance of these Terms.

This agreement shall be deemed an electronic contract.

The Application may not be used unless these Terms have been accepted.

6. Conditions of Use

Use of the Application is voluntary.

The User shall use the Application only for its intended purpose and in accordance with these Terms.

Where the Application requires the User to provide information, the User shall provide accurate and truthful information.

The Service Provider reserves the right to make certain features or functionalities available only upon the fulfilment of specific conditions.

7. Minor Users

Users under the age of sixteen (16) may use the Service only with the consent of their parent or other legal representative where required by applicable law.

A User under the age of sixteen (16) represents and warrants that, where required by applicable law, they have obtained the necessary consent from their parent or legal representative to use the Service.

Users under the age of eighteen (18) may make in-app purchases only with the consent of their parent or legal representative. Please review these Terms together with your parent or legal representative and ensure that you have understood and accepted their provisions.

The Service Provider reserves the right to restrict or terminate access to the Service if it obtains credible evidence that a User does not satisfy the requirements set out in this Section.

8. User Account

In order to use Tiny Minds, a User profile may be created through the authentication services of supported platforms, including, without limitation, Google Play Games and Apple Game Center.

The User is responsible for maintaining the security of access to the platform account used to access the Application.

Where the Application requests personal or account information, the User shall provide accurate and truthful information.

The Service Provider reserves the right to require the modification or to remove any information that is manifestly false, unlawful, offensive, or infringes the rights of another person.

9. Username and Educational Institution

The User may choose a username for use within the Application.

The User may also choose to provide the name of their secondary school or higher education institution, which may be displayed alongside the username on leaderboards.

The User shall not use any username or institution name that:

- is unlawful;
- infringes the rights of any third party;
- is misleading;
- is obscene;
- promotes hatred or discrimination; or
- is intended for advertising or promotional purposes.

The Service Provider reserves the right, without prior notice, to remove, modify, or require the User to change any username or institution name that does not comply with the above requirements.

10. Leaderboards

The Application operates public leaderboards.

Leaderboards may display, among other things:

- the User's username;
- the User's score;
- the User's ranking; and
- the name of the secondary school or higher education institution provided by the User.

The Service Provider does not guarantee that the leaderboards will be continuously available or free from errors.

The Service Provider reserves the right to:

- create new leaderboards;
- discontinue existing leaderboards;
- reset leaderboards;
- recalculate scores; and
- correct inaccurate results.

In the event of a technical error or suspected cheating, the Service Provider reserves the right to amend the leaderboard accordingly.

11. Virtual Points

Points, badges, achievements, and any other virtual items earned through gameplay form part of the Tiny Minds game only.

Such virtual items:

- do not constitute money or legal tender;
- may not be transferred to another User;
- may not be sold;
- may not be redeemed for cash; and
- have no monetary or proprietary value.

The Service Provider reserves the right to modify the virtual points system at any time.

12. Question Bank and Game Content

The Service Provider may, at any time and at its sole discretion:

- expand the question bank;
- modify existing questions;
- correct errors;
- remove content;
- reorganize categories; or
- otherwise rearrange the game content.

The Service Provider does not warrant that every question contained in the Application is free from errors.

If a question is found to be incorrect or inaccurate, the Service Provider may correct the question and adjust any scores or results affected by such error.

The Service Provider is under no obligation to notify Users in advance of any modification to the question bank.

13. Updates

The Service Provider may update the Application at any time.

Updates may include, without limitation:

- new features;
- bug fixes;
- security improvements;
- performance optimizations;
- new game modes; and

- additional question categories.

The Service Provider shall not be liable where the User is unable to use the Application properly due to the User's failure to install required updates.

14. Changes to Gameplay and Game Balance

The Service Provider continuously develops the Tiny Minds Application in order to maintain a balanced, secure, and enjoyable gameplay experience.

Accordingly, the Service Provider may, at any time and at its sole discretion:

- modify the scoring system;
- modify the reward system;
- adjust question difficulty;
- expand, improve, or reorganize the question bank;
- introduce new game modes;
- modify or discontinue existing game modes;
- introduce or discontinue events, competitions, or seasons;
- modify virtual rewards and other gameplay elements; and
- implement any other changes necessary to maintain game balance.

The Service Provider may implement the above changes without prior notice where such changes are necessary to ensure the proper operation of the Service, maintain game balance, prevent cheating, improve security, or enhance the User experience.

The User acknowledges that, as the Application evolves, gameplay features, scoring rules, reward systems, and other game elements may change from time to time.

15. Subscriptions

Certain features of the Tiny Minds Application are available through paid subscriptions.

Subscriptions are purchased and managed through the Google Play Store or the Apple App Store.

Before completing a purchase, the Application will clearly display the subscription price, subscription period, and the features included in the subscription.

Where a subscription is offered as an automatically renewing subscription under the applicable rules of the relevant app store, the subscription will automatically renew at the end of each billing period unless cancelled by the User before renewal through the Google Play Store or the Apple App Store.

Cancellation of subscriptions, management of subscriptions, and modification of payment methods may only be carried out through the relevant app store account.

16. One-Time Purchases

The Application may offer digital content or services available for purchase on a one-time payment basis.

All purchases are processed through the Google Play Store or the Apple App Store.

Upon successful completion of a purchase, the purchased digital content shall become available to the User within the Application.

Refunds are governed by the policies of the relevant app store through which the purchase was made and by applicable law.

17. Payments

The Service Provider does not collect, process, or store Users' credit card details or other payment information.

All payment transactions are processed exclusively through the payment systems of the Google Play Store or the Apple App Store.

The Service Provider receives only the technical information necessary to confirm and fulfil the purchase.

18. Advertisements

The Application may display advertisements.

Tiny Minds currently does not display personalized advertisements.

The Application may also offer rewarded advertisements, through which Users may receive virtual in-game rewards in exchange for viewing advertisements.

Advertisements are served by third-party advertising providers.

While the Service Provider seeks to work with reliable advertising partners, it assumes no responsibility for the content of advertisements provided by third parties.

19. Prohibited Conduct

The User shall use the Application lawfully and in accordance with its intended purpose.

In particular, the following activities are prohibited:

- cheating;
- manipulation of scores;
- manipulation of leaderboards;
- creating multiple User accounts for the purpose of obtaining an unfair advantage;
- the use of automated software, bots, or scripts;
- the use of macros;
- the use of modified versions of the Application (including, without limitation, modified APKs, IPAs, or other client software);
- unauthorized modification of the Application's source code or communications;
- intentional exploitation of security vulnerabilities;
- interference with the operation of the Service;
- harassment of other Users;
- the use of offensive, hateful, or unlawful usernames; and
- unauthorized access to, or attempted unauthorized access to, the Service Provider's systems.

20. Anti-Cheating Measures

The Service Provider reserves the right to investigate any activity that may compromise fair gameplay.

For this purpose, the Service Provider may, among other things:

- review game results;
- correct scores;
- modify leaderboards;
- remove any unfair advantage;
- revoke virtual rewards;
- temporarily restrict a User Account; or
- permanently terminate a User Account.

The Service Provider shall assess each case individually and shall use reasonable efforts to ensure that any measures taken are proportionate to the severity of the violation.

21. Enforcement Measures

Where a User breaches these Terms, the Service Provider may, depending on the nature and severity of the breach, take one or more of the following actions:

- issue a warning;
- modify scores or results;
- remove the User from leaderboards;
- temporarily restrict certain features;
- temporarily suspend the User Account; or
- permanently terminate the User Account.

In the event of a serious or repeated breach, the Service Provider may take immediate action without prior warning.

When enforcing these Terms, the Service Provider shall use reasonable efforts to ensure that any action taken is fair and proportionate.

22. Limitation of Liability

The Service Provider shall take all measures that may reasonably be expected to ensure that the Tiny Minds Application operates continuously, securely, and with an appropriate level of quality.

However, the Service Provider does not guarantee that the Application will be available at all times or that it will operate without interruption or error.

To the fullest extent permitted by applicable law, the Service Provider shall not be liable for, in particular:

- interruptions or failures caused by Internet connectivity;
- failures of the User's device;
- operating system errors;
- failures or outages of third-party services, including, without limitation, Google Play Games, Apple Game Center, Google Play Store, Apple App Store, RevenueCat, and Google AdMob;
- unforeseen technical failures; or
- damage resulting from the User's own acts or omissions.

Nothing in these Terms shall exclude or limit liability where such exclusion or limitation is prohibited by applicable law.

23. Force Majeure

The Service Provider shall not be liable for any delay, interruption, or failure in the performance of the Service caused by events beyond its reasonable control (force majeure).

Force majeure events may include, without limitation:

- natural disasters;

- floods;
- earthquakes;
- fire;
- war;
- acts of terrorism;
- epidemics or pandemics;
- power outages;
- failures of Internet backbone infrastructure;
- cyberattacks (including DDoS attacks); and
- failures of third-party services beyond the Service Provider's control.

The Service Provider shall use reasonable efforts to restore the Service as soon as reasonably practicable following the end of a force majeure event.

24. Beta Features

The Service Provider may make certain features available as beta, test, preview, or experimental features.

The purpose of such beta features is to evaluate new developments and collect User feedback.

Beta features may contain errors, may not function as intended, and may be modified or discontinued at any time.

To the fullest extent permitted by applicable law, the Service Provider disclaims all liability arising from the use of beta features.

25. Intellectual Property

The Tiny Minds Application, including its name, logo, graphical elements, audio content, question bank, databases, source code, documentation, and all other content, is protected by copyright and other intellectual property laws.

The User is granted only a limited, non-exclusive, non-transferable licence to use the Application for its intended purpose.

Unless expressly permitted by applicable law, the User shall not:

- copy the Application;
- reverse engineer, decompile, or otherwise attempt to derive the source code;
- modify the Application;
- distribute the Application;
- use the Application or any part of it for commercial purposes; or
- copy or extract the question bank without authorization.

Any breach of this Section may result in legal action.

26. Amendments to these Terms

The Service Provider reserves the right to amend these Terms, including, without limitation, in the following circumstances:

- changes in applicable law;
- introduction of new features;
- launch of new services;
- technological developments;
- security considerations; or
- operational requirements.

Any amended version of these Terms shall be published within the Application or through another communication channel designated by the Service Provider.

Where an amendment materially affects the rights or obligations of Users, the Service Provider shall provide appropriate notice of such amendment.

27. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

Any invalid or unenforceable provision shall be replaced by a valid provision that most closely reflects the original intent of the invalid provision while complying with applicable law.

28. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of Hungary, unless mandatory provisions of applicable law require otherwise.

The Service Provider and the User shall use reasonable efforts to resolve any dispute amicably before initiating formal legal proceedings.

Nothing in these Terms shall affect any statutory rights or legal remedies available to consumers under applicable law.

29. Entry into Force

These Terms shall enter into force on the Effective Date specified at the beginning of this document.

By accessing or using the Application, the User acknowledges that they have read, understood, and agreed to be bound by these Terms.