

## 1. Introduction

**Applicable Terms.** Thanks for using Scorentino. Scorentino is a service provided by Scorentino, s.r.o. ("**Scorentino**", "**we**" or "**us**"), located at Hattalova 8, 831 03 Bratislava, Slovakia. Your use of Scorentino app, or other digital content or services (referred to as "**Content**") available through it is subject to these Scorentino Terms of Service and the ("**Terms**").

## 2. Your Use of Scorentino

**Access to and Use of Content.** To use Scorentino you will need a Device ("**Device**") that meets the system and compatibility requirements for the relevant Content, working Internet access, and compatible software. The availability of Content and features will vary between countries and not all Content or features may be available in your country. Some Content may be available to share with other players. Content may be offered by Scorentino or made available by third-parties not affiliated with Scorentino. Scorentino is not responsible for and does not endorse any Content made available through Scorentino that originates from a source other than Scorentino.

**Age Restrictions.** In order to use Scorentino, you must have a valid Scorentino account ("**Scorentino Account**"), subject to age restriction of minimum age of 13 years old. If you are considered a minor in your country, you must have your parent or legal guardian's permission to use Scorentino and to accept the Terms. You must comply with any additional age restrictions that might apply for the use of specific Content or features on Scorentino.

**Third-Party Fees.** You are responsible for any access or data fees incurred from third parties (such as your Internet provider or mobile carrier) in connection with your use and viewing of Content and Scorentino.

**Updates.** Scorentino, related support libraries, or Content may need to be updated, for example, for bug fixes, enhanced functions, missing plug-ins and new versions (collectively, "**Updates**"). Such Updates may be necessary in order for you to use Scorentino or to access, download, or use Content. By agreeing to these Terms and using Scorentino, you agree to receive such Updates automatically. You may be able to manage Updates to certain Content via Settings in Scorentino. If it is determined, however, that the Update will fix a critical security vulnerability related to the Content, the Update may be completed irrespective of your Update settings in Scorentino or your Device. If another app store attempts to update Content that was initially downloaded from Scorentino, you may receive a warning or such updates may be prevented entirely.

**Information about You.** Scorentino's privacy policies explain how we treat your personal data and protect your privacy when using Scorentino. Scorentino may need to provide your personal information, such as your name and email address, to Providers for the purposes of processing your transactions or provisioning Content to you. Providers agree to use this information in accordance with their privacy policies.

If you are part of a group on Scorentino, group members will be able to see certain information about you. If you are a group admin on Scorentino, group members you invite to join the group will see your name, photo, and e-mail address. If you join a group as a member, other members will be able to see your name, photo, and other information you provide. Your group admin may also see your age and will see a record of all purchases you make using the designated payment method, including a description of the Content purchased. If Content is available for sharing and you share it with your group, then all group members will be able to access the Content and see that you purchased it.

**Unauthorized Access to Accounts.** You must keep your account details secure and must not share them with anyone else. You must not collect or harvest any personal data of any user of Scorentino or of any user of other Scorentino Services via Scorentino, including account names.

**Disabled Accounts.** If Scorentino disables access to your account in accordance with the Terms (for example if you violate the Terms), you may be prevented from accessing Scorentino, your account details or any files or other Content that is stored with your account.

**Changes to these Terms.** If the Terms change, you will be given at least 7 days notice, and the new Terms will be effective after such notice period. Your continued use of Scorentino following such notice period will indicate your acceptance of the new Terms. The new Terms will apply to your use of all Content (including Content you have installed or purchased in the past) and all subsequent installs or purchases. If you do not agree with such changes, you will be given the opportunity to terminate your use of the Scorentino. You may continue to view that copy of the Content on your Devices in accordance with the last version of the Terms that you accepted.

### 3. Purchases and Payments

**Free Content.** Scorentino may allow you to download, view or use Content free of charge on Scorentino. Additional limitations may apply to your access and use of certain free Content.

**Purchase of Content.** When you buy Content on or using Scorentino you will enter into a separate sale contract based on these Terms (as applicable) with the seller which will be either:

- (a) Scorentino, s.r.o.; or
- (b) provider of the Content (the "**Provider**"), including where Scorentino, s.r.o. is acting as an agent for the Provider.

The separate sale contract is in addition to these Terms.

For sales where Scorentino is acting as an agent for the Provider, the statement, in the Scorentino ToS, that the Scorentino ToS "do not create any third party beneficiary rights", does not apply to your use of Scorentino.

Your contract for the purchase and use of Content is completed once you receive the email from Scorentino confirming your purchase of that Content, and performance of this contract begins as soon as the purchase is complete.

**Scorentino Payments.** Scorentino may make available to you various payment processing methods to facilitate the purchase of Content through Scorentino. You must abide by any relevant terms and conditions or other legal agreement, whether with Scorentino or a third party, that governs your use of a given payment processing method. Scorentino may add or remove payment processing methods at its sole discretion. You are solely responsible for all amounts payable associated with purchases you make on Scorentino. In order to purchase Content through Scorentino, you must provide a valid credit card information and process a transaction online. After successfully completing a transaction you will be notified via push notification or email. Only after that you will be entitled to use the premium features of Scorentino app.

**Pricing.** Pricing and availability of all Content displayed through Scorentino are subject to change at any time prior to purchase.

**Taxes.** "**Taxes**" means any duties, customs fees, levies or taxes (other than income tax) associated with the sale of Content, including any related penalties or interest. You are responsible for any Taxes and must pay for Content without any reduction for Taxes. If the seller of Content or Scorentino is

obligated to collect or pay Taxes, the Taxes will be charged to you. You must comply with any and all applicable tax laws, including the reporting and payment of any Taxes arising in connection with your use of Scorentino or the purchase of Content on or through Scorentino. The reporting and payment of any such applicable Taxes are your responsibility.

**All Sales Final.** All sales are final, and no returns, replacements or refunds are permitted. Only in special occasions (e.g. someone makes an accidental transaction using your account) exceptions can occur. Exceptions will be considered on one-by-one case by Scorentino, s.r.o. If a replacement, return or refund is granted for any transaction, the transaction may be reversed, and you may no longer be able to access the Content that you acquired through that transaction.

**Subscriptions.** Subscriptions are automatically charged each billing period (whether weekly, monthly, annually, or another period), and you may be charged no more than 24 hours before the beginning of each billing period.

**(a) Trials Periods.** When you subscribe to Content for a price, you may receive access to the subscription benefits at no charge for a specified trial period, after which you will be charged until you cancel your subscription. To avoid being charged, you must cancel before the end of the trial period. Once you cancel your trial, you will immediately lose access to the relevant app and any subscription privileges unless otherwise specified. Access to such trial periods may be limited to a certain number of trials for each user during a given period, or other restrictions.

**(b) Cancellations.** You may cancel a subscription at any time before the end of the applicable billing period, and the cancellation will apply immediately. For example, if you purchase a monthly subscription, you may cancel that subscription at any time during any month of the subscription, and the subscription will be cancelled immediately. You will not receive a refund for the current billing period.

**(c) Price Changes.** When you purchase a subscription, you will initially be charged at the rate applicable at the time of your agreement to subscribe. If the price of the subscription increases later, Scorentino will notify you. The increase will apply to the next payment due from you after the notice. If you do not wish to pay the increased price for a subscription, you may cancel the subscription as described in the Cancellations section of these Terms, and you will not be charged further amounts for the subscription, provided you have notified us before the end of the current billing period. Where the Provider increases the price of a subscription and consent is required, Scorentino may cancel your subscription unless you agree to the new price. If your subscription is cancelled and you later decide to re-subscribe, you will be charged at the then current subscription rate.

## 4. Rights and Restrictions

**License to Use Content.** After completing a transaction or paying the applicable fees for Content, you will have the non-exclusive right, solely as expressly permitted in these Terms and associated policies, to store, access, view, use, and display copies of the applicable Content on your Devices or as otherwise authorized as part of the Service for your personal, non-commercial use only. All rights, title and interest in Scorentino and Content not expressly granted to you in the Terms are reserved. Your use of apps and games may be governed by the additional terms and conditions of the end user license agreement between you and the Provider.

**Violation of License Terms.** If you violate any of the Terms, your rights under this license will immediately terminate, and Scorentino may terminate your access to Scorentino, the Content or your Scorentino Account without refund to you.

**Restrictions:** You may not:

- display (in part or in whole) the Content as part of any public performance or display even if no fee is charged except (a) where such use would not constitute a copyright infringement or violate any other applicable right or (b) as specifically permitted and only in the exact manner provided.
- sell, rent, lease, redistribute, broadcast, transmit, communicate, modify, sublicense, transfer, assign any Content to any third party including with regard to any downloads of Content that you may obtain through Scorentino except as specifically permitted and only in the exact manner provided.
- use Scorentino or any Content in conjunction with any stream-ripping, stream capture or similar software to record or create a copy of any Content that is presented to you in streaming format.
- use Content as part of any service for sharing, lending or multi-person use, or for the purpose of any other institution, except as specifically permitted and only in the exact manner provided.
- attempt to, or assist, authorize or encourage others to circumvent, disable or defeat any of the security features or components that protect, obfuscate or otherwise restrict access to any Content or Scorentino.
- remove any watermarks, labels or other legal or proprietary notices included in any Content, or attempt to modify any Content obtained through Scorentino, including any modification for the purpose of disguising or changing any indications of the ownership or source of Content.

**Removal or Unavailability of Content.** Subject to the Terms, Content that you purchase or install will be available to you through Scorentino for the period selected by you, in the case of a purchase for a rental period, and in other cases as long as Scorentino has the right to make such Content available to you. In certain cases (for example if Scorentino loses the relevant rights, a service or Content is discontinued, there are critical security issues, or there are breaches of applicable terms or the law), Scorentino may remove from your Device or cease providing you with access to certain Content that you have purchased. For Content sold by Scorentino, s.r.o., you may be given notice of any such removal or cessation, when possible. If you are not able to download a copy of the Content before such removal or cessation, Scorentino may offer you either (a) a replacement of the Content if possible or (b) a full or partial refund of the price of the Content. If Scorentino issues you a refund, the refund shall be your sole remedy.

**Multiple Accounts.** If you have multiple Scorentino Accounts with different user names, you may not transfer Content out of an account and into another account.

**Limits on access on Devices.** Scorentino may from time to time place limits on the number of Devices or software applications you may use to access Content.