

# Terms of Use of the Napoleon Score Application

These Terms of Use ("Terms") establish the general rules for using the Napoleon Score application, which supports sports multimedia (hereinafter referred to as Napoleon Score or the "Service").

This application is owned and operated by Sportening B.V. ("Sportening"), a company with its registered office at Jacob Van Lennepkade 155 H, 1054ZL Amsterdam, Netherlands, VAT number NL 861589373B01.

## General Rules

Access to and use of the Service is entirely at your own discretion, decision, and risk, and solely for your personal purposes.

Before using the Service, you must read and adhere to these Terms. By registering with the Service, you also accept our Privacy Policy and agree not to use the Service to send spam or fraudulent messages to other users, promote violence or other unlawful conduct, or engage in any illegal activity that may harm others. Additionally, you agree to accept modifications to content provided by Sportening to ensure compliance with Sportening's general policies. If you do not agree to the Terms or the Privacy Policy, please do not use the Service.

We reserve the right to update these Terms and/or the Privacy Policy at any time. If we make such changes, we will notify you, for example, by sending a notification via Napoleon Score or by publishing an updated document.

By using Napoleon Score and its content, you do not gain any rights to the aforementioned, including intellectual property rights. Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use Napoleon Score for personal, non-commercial purposes. Furthermore, when using the Service, it is expressly prohibited to reproduce, modify, block, publicly perform, or make publicly available outside the Service any information, materials, or works posted on the Service or any part thereof, in any form or medium.

If you create or share content on the Service that may be protected by copyright or other intellectual property rights, by accepting the Terms, you grant us a non-exclusive, transferable, sublicensable, royalty-free, worldwide license to copy, distribute, host, modify, publicly perform, display, translate, and create derivative works from your content. This license expires when you remove your content from the Service, which you can do at any time.

If you violate the Terms or other applicable regulations and have an account, we reserve the right to suspend or restrict its functionality or deactivate your access to the Service, about which we will notify you. In such cases, we may also permanently delete your account and/or prevent you from re-registering on the Service.

You may use Napoleon Score if you are at least 18 years old. Accessing the Service provides you with access to the posted content. You may stop using the Service at any time by exiting the application.

If you are at least 18 years old, you may use the full functionality of the Service. By using the Service, you represent and warrant that you are of legal age and are not a person prohibited from accessing or using the Service under applicable laws.

## Use of the Service

By using the Service, you are solely responsible for the accuracy, content, and form of all data and information you provide. Submitting false data and information, especially data belonging to third parties, is prohibited.

By accepting the Terms, you agree not to engage in or support conduct and not to use the Service, in particular:

1. To share content that:
  - Violates the Terms or other related rules;
  - Is discriminatory, fraudulent, misleading, or unlawful (or assists others in such use);
  - Infringes the rights of others (including intellectual property rights or personal data), unless an exception or limitation applies under applicable law;
  - Contains malicious code, viruses, spam, or any material that could disable, overload, or disrupt the proper functioning, integrity, appearance, or operation of the Service.
2. To access, collect, or attempt to gain unauthorized access to data on the Service, including collecting or processing usernames or passwords. We reserve all rights against data and text mining.
3. To license, sell, or purchase data obtained via the Service.
4. To commit any breach of these Terms or applicable regulations.

Content, actions, or materials that violate these provisions may, as necessary, be removed. We also reserve the right to remove or restrict access to any content, features, information, or services if deemed reasonably necessary to prevent misuse of the Service or avoid legal or regulatory consequences for Napoleon Score.

Some parts of the Service may include additional terms of use from our service providers, which complement these Terms. By using these services, you agree to those additional terms.

Advertising content may be presented or distributed through the Service in compliance with applicable laws.

Sportening is designed never to collect or store sensitive information.

We reserve the right to modify, suspend, or discontinue Napoleon Score at any time without notice, including but not limited to features and functionalities. In such cases, Sportening is not obliged to provide compensation or damages.

Sportening reserves all rights to investigate abuse or any non-compliance with the Terms, or breaches of applicable laws and regulations and to take legal action if necessary.

## Technical Requirements

To use the Service, you need internet access and a device capable of internet use. The Napoleon Score application can be downloaded on mobile devices via the App Store or Play Store, making it available for iOS and Android devices. The minimum supported version for iOS is iOS 14, and for Android, it is Android 7. We reserve the right to temporarily disable the Service, in whole or in part, for updates, added services, or maintenance.

## Software

To enable new features and functionality, you agree to download and install updates to our Services when available.

## Costs and Taxes

You are responsible for data and mobile subscription costs and any taxes associated with the devices you use to access our Services. Napoleon Score and the other products and services under these Terms are free to use unless otherwise specified.

## Complaints Procedure

You have the right to file a complaint regarding issues related to the operation of the Service. Complaints must be submitted via email to: [help-belgium@sportening.com](mailto:help-belgium@sportening.com), and will be processed within 14 days of receipt. The response to the complaint will be sent to the address you provided in your complaint.

These Terms are governed by Belgian law, regardless of conflicts of laws, and all disputes shall be resolved by Belgian courts under Belgian law.

Please direct all comments, feedback, or questions regarding the Service to: [help-belgium@sportening.com](mailto:help-belgium@sportening.com)

## **Sportening Community**

These Terms are effective as of December 17, 2024 (v1).