

TERMS OF USE

16 December 2024

The following terms (“**Terms of Use**” or “**Terms**”) describe the terms and conditions governing your access to and use of the Superscore website and/or mobile app (“**Superscore**”) made available by Sportening B.V., a limited liability company whose registered office is at Jacob Van Lennepkade 155 H, 1054ZL Amsterdam, company registration no. 80209696 (the “**Company**”, “**We**”, “**Us**”).

We do not provide any gambling services through Superscore, and you are not able to place bets while using Superscore.

Superscore is available in both web and mobile version. Depending on the jurisdiction you access Superscore, you might be required to create a user account in accordance with these Terms of Use. Where Superscore website or mobile application is available without registration, these Terms of Use will be applicable without excluding any other laws applicable in your jurisdiction which do not exclude these Terms of Use.

Please read these Terms of Use carefully before accessing and/or using Superscore and if you do not agree to these Terms, do not access and/or use Superscore.

Before accessing and/or using Superscore, you must be legally permitted to accept the Terms of Use.

We may amend these Terms from time to time and if we make changes to these Terms, we will provide notice of such changes, such as sending a notification to you through Superscore, posting a notice on our website or updating the date above.

If you do not agree to the amended Terms, you must stop using Superscore.

Superscore provides current information on sports events, including live scores, final results, schedules, team line-ups, and various statistics. The displayed results and data are sourced from third-party providers, internal analysis, or official applications. While every effort is made to keep the content updated and ensure the accuracy of the results and information, no guarantees or warranties are offered regarding the website’s content. Users are encouraged to verify the information found on the website with original

or alternative sources. The responsibility for using or relying on the displayed results and data lies entirely with the user. Depending on regional, linguistic, or market-specific factors, the website may also include sports coverage generated in-house or contributed by third parties. All the content available on the mobile app is for informational purposes only and it is the responsibility of the users to do their own research in regard to any decision.

Superscore application is downloadable on mobile devices which has access to Apple and Play Store which means iOS and Android devices. Minimum iOS version we support is iOS 14 and minimum Android version we support is Android 7. In order to fully experience app user need to have creates one of the social login accounts (Google, Facebook or Apple).

I. SCOPE

- 1.1 These Terms govern your access to and use of Superscore and constitute a binding agreement between you and the Company.
- 1.2 By accessing and/or using Superscore, you acknowledge to the collection, use and disclosure of your personal information in accordance with our Privacy Notice, available at [the link](#).
- 1.3 Additional terms may also be posted in specific areas of Superscore, and such terms will govern your access to and/or use of Superscore as if they are incorporated into these Terms of Use.

II. SUPERSCORE SERVICES AND LICENSE

- 2.1 You acknowledge and agree that We may provide some or all elements of Superscore through third party service providers.
- 2.2 We are constantly in search for ways to improve the quality of Superscore, and for this purpose technical configurations, applications, features, functionalities, infrastructure, security etc. related to Superscore may suffer changes or be updated from time to time. These changes may be made without prior notice to you. If you do not agree to these changes, you must stop using Superscore.
- 2.3 We do not provide any gambling services through Superscore, and you are not able to place a bet through Superscore.
- 2.4 Through Superscore, you may be able to:
 - see the results and statistics of different sports leagues;
 - access information from the world of sports;
 - enjoy other features as made available to you by Us through Superscore.
- 2.5 Subject to these Terms of Use, We grant you a limited, non-exclusive, non-transferable, non-sub-licensable, and revocable license for your personal and non-commercial use of Superscore on any compatible device that you own or control (“**License**”).
- 2.6 Subject to these Terms of Use, the License granted to you does not allow you to sub-license, copy, modify, distribute, duplicate, sell, lease or transfer in any way all or any portion of Superscore.
- 2.7 By using Superscore We may display your username, profile picture, and any information about your actions or relationships with other users of Superscore next to or in connection with accounts, ads, offers, and any sponsored content that you follow, without any compensation to you.

III. SUPERSCORE ACCESS AND USE

- 3.1** In order to access and use Superscore with all features, you must sign up with Superscore and register an account in accordance with these Terms of Use. You can register for our Services using your social login credentials (Google, Facebook, Apple ID).
- 3.2** You may also access and use certain limited features and functionalities of Superscore without having an Account. In such case, you acknowledge and agree that these Terms of Use are also governing your access to and/or use of Superscore.
- 3.3** You agree that you are solely responsible for all aspects involved by your usage of Superscore and for keeping your username, account information and other personal data you might share confidential.
- 3.4** In order to be able to adopt the best protection measures for your personal data, you shall immediately notify Us if you became aware that the security of your username or password has been breached.
- 3.5** You agree that you are solely responsible for carrying out any and all actions related to your Superscore account, and you acknowledge and agree that We may, in our sole discretion, remove or take down any content that you upload or submit to Superscore for any reason, including violation of these Terms or any other policies.
- 3.6** We reserve the right to limit, suspend or block immediately, in whole or in part, Your access to or use of Superscore if We are requested or directed to do so by any competent court of law, government authority, public agency, or law enforcement agency, or if there are reasonable grounds to believe that You breach any provisions of these Terms or access or use Superscore in a manner that is unlawful, fraudulent, abusive, or that otherwise violates the applicable laws, or creates legal risk for Us or present a threat to the security of Superscore.
- 3.7** While using Superscore application, you might have access to free-to-play games only after the registration of the Account. You agree that your participation in the free-to-play games might be subject to additional terms and conditions which will be available to you within Superscore application.

IV. USER REPRESENTATIONS AND WARRANTIES

- 4.1** Whenever you access and/or use Superscore through the account, you represent, warrant and undertake to Us that each of the following representations and warranties is true, accurate and not misleading:
 - You are 18 years of age or older and legally permitted to accept these Terms of Use;

- You have read and understood and accept these Terms and any other terms applicable to Superscore;
- You have read and understood Superscore Privacy Notice available at [the link](#).
- You appreciate the risks and implications of using Superscore, especially by sharing inappropriate personal data, and have the knowledge of managing them, and You are solely responsible for any evaluations based on such knowledge;
- You understand that it is your responsibility to provide the mobile device, wireless service/data plan and software needed, in order to install and use Superscore;
- You understand that through Superscore we do not offer you any kind of gambling services and that you cannot place a bet through Superscore.

4.2 You acknowledge and agree that:

- you are solely responsible for the accuracy, content and legality of the information and data provided to Us in order to access and use Superscore;
- you will not use Superscore for any illegal purpose;
- you will not abuse Superscore by creating multiple or duplicate accounts or exploiting any errors in Superscore to gain access to unintended benefits;
- you will keep secure and confidential any identification credentials which allows access and/or use of Superscore;
- you will not access Superscore, using the account information of someone other than you, without being permitted to do so by the account holder;
- you will not resell the use of Superscore to a third party.

V. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

5.1 Access to and/or use of Superscore are exclusively at your own risk without any express or implied representations and/or warranties of any kind by Us and our affiliates, business partners, consultants, content providers, directors, shareholders, partners, employees, agents, and representatives.

5.2 We do not warrant, guarantee, or assume responsibility for any product or service advertised and/or offered by a third party through Superscore.

5.3 We and our affiliates, business partners, consultants, content providers, directors, shareholders, partners, employees, agents, subsidiaries and representatives hereby disclaim all warranties, either express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, accuracy, durability, title and non-infringement. Neither Company nor any of our affiliates, business partners, consultants, content providers, directors,

shareholders, partners, employees, agents, subsidiaries and representatives make any representation or warranty with respect to the completeness, security, reliability, quality, accuracy or availability of Superscore or its content. Without limiting the foregoing, neither Company nor any of our affiliates, business partners, consultants, content providers, directors, shareholders, partners, employees, agents, subsidiaries and representatives represents or warrants that Superscore or its content will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that the sites or the server that makes Superscore available are free of viruses or other harmful components or that Superscore or its content will otherwise meet your needs or expectations.

- 5.4** To the maximum extent permitted under applicable law, in no event the Company or its affiliates, business partners, consultants, content providers, directors, shareholders, partners, employees, agents, subsidiaries and representatives will be liable for any claims, damages, liabilities, losses, costs or expenses of any kind, regardless of whether the Company or its affiliates, business partners, consultants, content providers, directors, shareholders, partners, employees, agents, subsidiaries and representatives have been advised of the possibility of such damages, liabilities, losses, costs or expenses, arising out or in connection with, but not limited to: the access to and/or use of Superscore; any conduct or content of any third party; any unlawful access to and/or use of Superscore; the performance of Superscore and any fault, delays, interruptions or lack of availability of Superscore, or of any product provided in connection with Superscore.
- 5.5** To the maximum extent permitted under applicable law, the Company and its affiliates, business partners, consultants, content providers, directors, shareholders, partners, employees, agents, subsidiaries and representatives are not liable for any defamatory, offensive, illegal or other conduct of any third-party content or service provider, advertiser, or other user of Superscore. The Company's maximum total liability, and of its affiliates, business partners, consultants, content providers, directors, shareholders, partners, employees, agents, subsidiaries and representatives to you for any claim related to Superscore is of five hundred euro (EUR 500).

VI. INDEMNIFICATION

To the maximum extent permitted under applicable law, You shall indemnify, defend and hold harmless and reimburse Us and our affiliates, business partners, consultants, content providers, directors, shareholders, partners, employees, agents, subsidiaries and representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, debts and expenses (including attorneys' fees and costs) arising out of or relating to: (i) the access to or use of

Superscore by you or on your behalf; (ii) your violation of these Terms and/or the Privacy Policy and/or any other applicable terms and conditions; and/or (iii) your violation of any rights of any other person or entity, including without limitation any copyright, property, or privacy right; and/or (iv) any claim that your use of Superscore caused damage to a third party.

VII. INTELLECTUAL PROPERTY RIGHTS

The Company and its licensors own Superscore and its contents, including patent, copyright, trade secret, trademark, show-how, know-how and any other intellectual property rights therein.

VIII. FORCE MAJEURE

We shall not be liable to You or to any other third party for failure to offer to you Superscore or its content in connection with any force majeure event, including, but not limited to, electrical, telecommunications, hardware, software or other utility failures, software bugs or weaknesses, earthquakes, storms, floods, fire or other nature-related events, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, pandemics and epidemics. Our rights under this section are without prejudice to any other rights that we might have under the applicable law with respect to force majeure events and their consequences.

IX. GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1** These Terms will be governed by and construed and enforced in accordance with the laws of the Netherlands, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.
- 9.2** You and the Company shall cooperate in good faith to resolve any dispute arising out of or in connection with these Terms of Use, including any question regarding their existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with them (“**Disputes**”). If you and the Company are unable to resolve a Dispute within 60 days of notice of such Dispute, the jurisdiction and venue for actions shall be the competent courts located in Amsterdam and you and the Company hereby submit to the personal jurisdiction of such courts.

X. TERMINATION

- 10.1** These Terms enter into force on the date you access and/or use Superscore and, unless otherwise stated in these Terms, and the Terms and/or the License are effective until either the date you stop using Superscore or you fail to comply with

any term of these Terms or the date the Company terminates the License, whichever is earliest.

- 10.2** We reserve the right to modify, suspend, or discontinue at any time, without notice, Superscore, including but not limited to Superscore's features and functional elements and related services.
- 10.3** Upon termination, you shall immediately cease any and all access to and/or use of Superscore and to the extent not prohibited by applicable law, all of your rights under these Terms of Use immediately terminate.
- 10.4** To the maximum extent permitted under applicable law, Section IV (USER REPRESENTATIONS AND WARRANTIES), Section V (DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY), Section VI (INDEMNIFICATION), Section IX (GOVERNING LAW AND DISPUTE RESOLUTION), Section X (TERMINATION), shall continue to apply in accordance with their terms.

XI. GENERAL

- 11.1** These Terms, and other documents that might be published from time to time on our website and/or Superscore constitute the entire agreement between you and the Company relating to access to and use of Superscore.
- 11.2** Whether these Terms conflict with any other document published from time to time on our website and/or Superscore, these Terms prevail.
- 11.3** In the event that any provision of these Terms is held to be void, invalid, unlawful or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms of Use will remain in full force and effect.
- 11.4** You cannot transfer your rights or obligations under these Terms of Use without our consent.
- 11.5** Our rights and obligations can be assigned to others, with or without notice to you.
- 11.6** The Company's failure to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.
- 11.7** Except as otherwise provided herein, these Terms do not give rights to any third parties.
