

# TERMS OF USAGE & PRIVACY POLICY

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## **OVERVIEW**

The following agreement Terms of Use and Privacy is valid between a User of Shoot'n Score It (SSI), and Two Story Software AB, operating and owner of Shoot'n Score It web service and related apps, as a Swedish joint stock corporation, with corporate identification number 556749-2763, and jointly referred to as "the Parties". For general usage of SSI (settings, armoury, classified, etc) SSI is 'Data Controller' towards you as user as interpreted under EU GDPR regulation.

When you as User of SSI is competing in a match or series or is member of a club/organization hosted within SSI – then you do this under a Data Policy Agreement between you as User and the organizers of event/club (and not directly with SSI) as they are 'Data Controllers' towards you.

If you operate and arrange an event (match or series) or organization using SSI, then this is done under a separate Data Processing Agreement between you as organizer and SSI. Here SSI is 'Data Processors' towards you that organize the event/club, and you are then 'Data Controller' towards the User and must follow the Default Data Policy of SSI (see separate agreement).

Personal data refers to any information that relates to an identified or identifiable natural person, whereby an identifiable natural person is a person that can be identified directly or indirectly, in particular with reference to an identifier such as a name, identification number, location or online identifier or one or more factors that are specific to the physical, physiological, genetic, psychological, financial, cultural or social identity of the natural person. For example; name, email, category, classification, license-id, sport-alias, payment and ordering details in relation to a match, series or club.

A personal data breach refers to a security breach that leads to the accidental or unlawful destruction, loss, modification or unauthorised disclosure of or access to the personal data that are transferred, stored or otherwise processed.

Applicable Regulations refer to regulations and practice relating to the General Data Protection Regulation, national legislation supplementary to the General Data Protection Regulation, provisions and opinions of supervisory authorities, including the European Data Protection Board, and the Commission's legal acts concerning personal data.

The purpose of this agreement is to offer a great service and enforce the European Parliament and Council Regulation (EU) 2016/679, hereinafter referred to as the General Data Protection Regulation (GDPR). By enforcing GDPR we also follow CCPA or exceed it; the California Consumer Protection Act and comply with the EU-U.S. Data Privacy Framework (the "Data Privacy Framework") as of July 10th, 2023.

## USAGE

SSI need you to provide us with name, contact information and sport-alias and more in order to arrange offer pre-sets, and handle your services and more,

We proceed on the basis that we do not process more personal data than that is necessary for the purpose, and always try to use the least sensitive information.

We also need your personal data to provide you with a good service, for example, in terms of marketing, monitoring and information. In addition, we may need your personal data to comply with laws and customer and market analyses.

You have the right to object to our use of your personal data for direct marketing purposes.

We take care of your privacy. You should be able to feel secure when entrusting your personal data to us. For this reason, we have drawn up this policy. It is based on current data protection legislation (GDPR) and clarifies how we work to safeguard your rights and privacy.

### What personal data do we process?

We only process personal data where necessary to offer a good service to you and follow the law. Examples are given below of the personal data we process:

- Name
- Address
- Email address
- Telephone number,
- Emergency telephone number and/or emergency contact
- Date of birth
- Gender
- User name or Sports alias or sport-shooting license number
- Information that you registered without being requested to do so and which you provide voluntarily
- Armoury details firearm, handloads, training statistics etc.

### How do we gain access to your personal data?

You typically provide this when registering for an event or a club and perhaps also when ordering items from club or match shop.

You have the right to withdraw your consent at any time for SSI to store your data. In such case, we will no longer process your personal data or obtain new data, provided that this is not necessary for the fulfilment of our obligations in accordance with an agreement or the law. Note that withdrawing your consent means we are unable to fulfil the obligations we have towards you.

When you withdraw your consent (request us to be forgotten) from an event we will anonymize your data but we will NOT remove the scores and points as this will then risk the integrity of results and statistics from an complete event. Yet scores and results will not in any way be associated with you and no personal information or contact details will be available – but it will be shown that somebody competed and this can not be removed.

### What information do we give you?

When we collect your personal data for the first time, we will inform you how we have obtained your personal data, what we will use them for (but if you register for a match or series, it is very obvious why and how), what rights you have according to the data protection legislation (this document), and how you can safeguard these rights.

## Are your personal data processed in a satisfactory manner?

We draw up procedures and methods of working to ensure that your personal data are processed in a secure way. The basic condition is that only employees and other persons within the organization who need the

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personal data to carry out their work duties have access to them and we will not store information longer then needed. We do not transfer your personal data other than as explicitly stated in this policy.

## When do we disclose your personal data?

Our basic principle is that we do not disclose your personal data to third parties if you have not given your consent to this or if it is not necessary for the fulfilment of our obligations in accordance with agreements or the law. For an event or club you can view the visibility settings to whom competitors, members and results are shown.

Personal data (pages with name, details) will never be indexed by any search engines.

This Agreement in its most recent form will always be easily found on under your setting page on Shoot'n Score It.

## **Usage of Cookies?**

SSI will use cookies mainly for handling login and personal settings (language etc.). A cookie is a text file that is sent from a web page to your computer where it is stored either in memory (session cookies) or as a small text file (text-based cookies). Cookies are used to store e.g., login information or your shopping cart when browsing various websites. If your browser is set to not accept cookies, you will not be able to place an order on our site. You can easily change this under settings in your browser. Please note that we do not use cookies to store personal information about you

### How can you limit, remove or correct data we have on you?

As a summary of your rights, you can always contact us and:

- Get access to the information we store about you
- Get any information that is wrong corrected
- Right to ask us to erase your information and be forgotten
- Right to limit our usage of your personal information
- Right to access to your data in structured format
- Right to contact us on the above if you feel we are not acting in line with intended usage

To request the information, we have about you or to be completely forgotten you can contact us at <a href="support@shootnscoreit.com">support@shootnscoreit.com</a>

## **TERMS AND TERMINATION**

You may discontinue your use of TSSW services at any time, you can do this under your 'settings' page and this means your account will be de-activated by all data kept.

For any Paid services such as premium subscriptions and premium events see the detailed Purchase Terms associate with the service.

The Agreement is valid starting from when you started using Shoot'n Score It until you de-activate your account or requests us to remove it.

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You understand that all information, data, text, software, photographs, graphics, video, messages or other materials ("Content") are the sole responsibility of the person from which such Content originated. SSI reserves the right, but shall have no obligation, to pre-screen, flag, filter, refuse, modify or move any Content available via SSI services.

You agree that you are responsible for your own conduct and any Content that you create, transmit or display while using SSI services and for any consequences thereof.

You agree to use SSI services only for purposes that are legal, proper and in accordance with the Terms and any applicable policies or guidelines.

You agree that; you will not engage in any activity that interferes with or disrupts SSI services or servers or networks connected to SSI services, is illegal under any applicable law, and to report any activity or Content that may violate the Terms.

If you are using a SSI service within your role as employee, contractor or similar of a company or member of any other form of organization then you agree to comply with this company's or organization's data usage and privacy policies when using this SSI service.

You expressly understand and agree that:

1. Your use of SSI is at your sole risk. TSSW services are provided on an "as is" and "as available" basis.

2. SSI will use best effort but will not fully warrant that (i) SSI services will meet your requirements, (ii) SSI services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of SSI services will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through SSI services will meet your expectations, and (v) any errors in the software will be corrected.

3. Any material downloaded or otherwise obtained through the use of SSI services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

4. No advice or information, whether oral or written, obtained by you from TSSW or through or from TSSW services shall create any warranty not expressly stated in the terms.

5. You or a third party licensee, as appropriate, retain all patent, trademark and copyright to any content you submit, post or display on or through SSI services and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying Content on or through SSI services you grant SSI a worldwide, non-exclusive, sub-licensable, royalty-free license to reproduce, adapt, modify, publish and distribute such Content.

SSI claims no ownership or control over any Content submitted, posted or displayed by you on or through SSI services.

SSI furthermore reserves the right to refuse to accept, post, display or transmit any Content in its sole discretion. You represent and warrant that you have all the rights, power, and authority necessary to grant the rights granted herein to any Content submitted.

If SSI finds you are in breach of this agreement SSI can at any time cancel this contract and discontinue your services and usage of SSI.

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SSI may modify this Agreement at any time. Such modified agreement shall at all times enforce the European Parliament and Council Regulation (EU) 2016/679, or the General Data Protection Regulation. If User continues to use SSI 15 business days after such change, then User has accepting modified terms.

# SUPPORT AND LIABILITY

TSSW will use reasonable best commercial effort to provide an uninterrupted and a bug free service. If you feel that there are errors or bugs please report them as instructed within the specific service.

TSSW will use reasonable commercial effort to provide backwards compatibility with any data formats and APIs used for import or export of data to and from the service.

TSSW reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, TSSW services (or any part thereof) with or without notice. You agree that TSSW shall not be liable to you or to any third party for any modification, suspension or discontinuance of TSSW services.

You expressly understand and agree that TSSW and partners shall not be liable to you for any direct or indirect damages. Under any and all circumstances the SSI liability for damage is always limited at max five times the amount of services fees paid by User to SSI.

# CONTACT

The Agreement shall be interpreted and applied in accordance with Swedish law. Disputes concerning the interpretation or application of the Agreement shall be settled in an ordinary court of law in Sweden, on condition that no other authority or court of law in another jurisdiction has exclusive authority to settle the dispute.

This Agreement in its most recent form will always be easily found on a prominent place at the Shoot'n Score It web-site; https://shootnscoreit.com

Thank you. We hope you enjoy Shoot'n Score It!