

End User License Agreement for DartCounter

Scope of the license

DartCounter hereby grants to the legitimate acquirer of DartCounter ("you") a usage right for this App. This right is restricted to use by you as a natural person not acting in the course of business.

This license is personal. The App may be used only on the device onto which the App was downloaded and installed. The purpose of the App is to provide a sports service, while users are of course free to use DartCounter for any purpose within the boundaries of these terms and conditions and the law.

It is not permitted

- to decompile or reverse engineer the source code of the App, except to the extent permitted by mandatory law;
- to supply copies of the App to third parties;
- to sublicense the App or to make the App available to third parties, by rental, Software-as-a-Service constructs or otherwise;
- to modify the App, except to the extent permitted by mandatory law;
- to remove or make unreadable notices of DartCounter as copyright holder of the App.

The App processes your personal data. For more information consult the latest privacy statement that can be found at <https://legacyapi.dartcounter.net/files/PrivacyPolicy.pdf>

In addition to the terms and conditions of the present document Apple's Appstore may set terms for the acquisition and use of the App, the making of in-app purchases and related matters. To find out more, see the terms of use and privacy statement of Apple's Appstore and other terms and conditions identified on the website of this third party.

Intellectual property

All rights to the App, accompanying documentation and all modifications and extensions there to rest and remain with DartCounter. You only acquire those rights and permissions that follow from this agreement or those that are granted separately in writing. You may not use, copy or publish the App except as permitted.

In-app purchases

The app offers one in-app purchase; "DartCounter PRO". DartCounter PRO is an annual auto renewable subscription which gives you access to more features and statistics to improve your darts skills.

When you own this subscription you will get the newest gameplays earlier than the users without the subscription. Also, we will keep adding more PRO features in the future updates to make the usage easier, more detailed and even more fun!

The DartCounter PRO subscription costs \$4.49 USD each year, this will be automatically converted to your own currency by iTunes. For more information about the annual payment or how to cancel auto renewing, read "Payment & Cancellation".

The payment will be charged to your iTunes account at confirmation of purchase. 24 hours before the end of each subscription period (one year) you'll automatically be charged the same amount as you've paid for the initial purchase. After renewing, your subscription will be valid for another year.

You can turn off auto-renew at any time from your iTunes/App Store account settings; you must do so at least 24 hours before the end of the current subscription period to avoid being billed for the next cycle.

Any unused portion of a free trial period, if offered, will be forfeited when the user purchases a subscription to that publication, where applicable.

Updates

DartCounter periodically releases updates that may fix bugs or improve the functioning of the App. Available updates shall be notified to you through notifications provided by Apple's Appstore, but it is your responsibility to monitor these notifications. Updates are applied similarly through these platforms, which requires an active internet connection. Installing updates requires your separate consent. A proper application of updates requires the availability and good functioning of Apple's Appstore, over which DartCounter has no control.

DartCounter is not responsible or liable for an incorrect execution of updates. No liability exists for any damage as a result of bugs fixed in an update you did not install. An update can set terms additional to or different from the present document. You will be notified in advance and you will be allowed to refuse such updates. Installing such an update constitutes your acceptance of the additional or different terms, which shall then be incorporated into this agreement.

Support

You are solely responsible for installing and activating the App and the accompanying Web service. DartCounter shall offer a reasonable level of support through the website and/or e-mail (or other channels announced to you). DartCounter however makes no guarantees that any problems or requests raised by you shall actually be addressed.

Guarantees and liability

DartCounter guarantees it will use its best efforts to investigate any reported bugs as soon as is practical and to repair such bug or create a workaround (DartCounter may delay repairing bugs with limited impact until the next planned update); but nothing else. Except in cases of intentional misconduct or gross negligence or the violation of a warranty granted above DartCounter is not liable towards you, regardless of ground, for any damages in connection with DartCounter. No liability exists in case damages were not reported timely after discovery to DartCounter. A term of two months after discovery shall be regarded as timely in any case. In addition no liability exists if the cause of damage is beyond the control of DartCounter (force majeure). The App communicates via the internet with a server under control of DartCounter to provide the complete service. DartCounter uses its best efforts to have this server available at all times, but makes no guarantees in this regard. From time to time DartCounter can make updates to the server, which may lead to a temporary unavailability. DartCounter will do its best to inform you in advance about unavailability. Everything in this document regarding updates, support and liability applies equally to the server. No liability exists for damages directly or indirectly resulting from incorrect functioning of Apple's Appstore.

Term of the agreement

This agreement enters into force when you start use of the App and remains in force until terminated. The agreement may be terminated by both you and DartCounter at any time by providing one month's notice. This agreement terminates automatically and immediately in case you enter into bankruptcy, apply for a suspension of payments, your assets are seized, you pass away, or in case enter into liquidation, legal dissolution or winding-up. After termination of the agreement (regardless of reason) you must cease all use of DartCounter. In addition you must remove all copies (including backup copies) of DartCounter from all computer systems under your control.

Dutch law applies to this end-user license agreement. Unless dictated otherwise by mandatory law, all disputes arising in connection with this agreement shall be brought before the competent Dutch court for the principal place of business of DartCounter. A finding that any particular provision of this agreement is legally void shall not affect the validity of the entire agreement. In such a case the parties shall determine a replacement provision that is legally valid and approximates the intent of the offending provision as much as possible. DartCounter may assign its rights and obligations under this agreement to a third party that acquires the relevant business or the copyrights to DartCounter from it.