# YOUR CONTRACT WITH US

(Last Update: November 2018)

The purchase and use of products and services in the website <u>SHOOTERSPOOL.NET</u> and its subdomains are ruled by these Conditions of Sale, which complement the "Terms and Conditions of Use" and "the Privacy Policy" of the website. The contract will be between you and EVEHO INGENIERÍA SLP.

If you download programs, expansions or you get points in the website, the use of those programs, expansions and points will be also ruled by the End User License Agreement presented before downloading the software SHOOTERSPOOL.

In these Conditions of Sale, the term "you" refers to the customer and the terms "EVEHO", "we", "us" and "our" refer to EVEHO INGENIERÍA SLP.

## **CARRYING OUT AN ORDER**

To carry out a purchase,(i) click on the link "buy" (or similar); (ii) start a session with your MEMBERS.SHOOTERSPOOL.NET account (or create a New Account if you have not got one); (iii) provide your contact information; and (iv) confirm the details of what you are buying; (v) and confirm that you have read and accepted the Conditions of Sale as well as any other End User License Agreement that can be applicable. Once you have done this, we will send you an email confirming your purchase. To cancel an order at any time before its end, click on the button "cancel" (or similar).

## PERSONAL DATA

To create an account, you must have an email address, and provide truthful and accurate data. You must meet the registration requirements needed to use the SHOOTERSPOOL services.

The SHOOTERSPOOL.NET services require the creation of a "player profile" with a "username" or "nick" who will represent you in MEMBERS.SHOOTERSPOOL.NET. The username or profile are linked to your account. You can not use a username or profile that is being used by someone else, is vulgar or offensive or violates any aspect of the Terms and Conditions of Use.

In addition to the above data, you must provide your billing/residence information (address, city and country).

You are the only responsible for the accuracy of the data provided during registration in SHOORESPOOL.NET.

## PRICE

The price you will have to pay is the one indicated at the moment of signing your purchase and that you will receive later in the purchase confirmation email that we will send you. In the case of customers living in the European Union, the price includes the Value-Added Tax.

The total price will be the price of the product plus the taxes applicable at the moment of the purchase, which will be applied depending on the invoicing address. Even though EVEHO may not invoice the applicable taxes of goods and services or of V.A.T., or any other tax, the customer must pay them. All the applicable sale taxes are included in the price detailed when the order is made.

We reserve the right to change the price and the specifications shown in relation to any of our products and services. If the price or specifications of any of the products or services published in the website were materially wrong when you make the order of those products or services, we would: (i) get in touch with you by email to inform you about the real price and specifications; and (ii) ask you to confirm if you want to buy the applicable products or services, taking into account the real price and specifications. If it were applicable, we would also inform you about the period of time during which the price or offer would be valid. If you prefer not to complete the purchase with the right final price or specifications, we will return you the money you paid us.

### PAYMENT

You can pay for your products or services with a credit card or through the services of any other alternative payment supplier that would be identified in the applicable Website.

If you pay for the products with a credit card, when you make the order, you will have to provide the credit card details. We will charge the price in the credit card when we send the confirmation email. We won't provide you with any product or service until the card issuer authorizes the use of this card for the payment of the products or services ordered.

If you prefer to use the services of an alternative payment supplier, you will have to respect the terms and conditions of that supplier, which should be available in his website. You might have to create an account with that alternative supplier and provide him with some details concerning your bank account, credit card or debit card.

It is possible that the use of some payment methods have an additional charge. In this case, the user will be informed of the value of the additional charge and the final price to pay.

The cost associated to the access to our Websites and the downloading of programs depends on your web services supplier. Look up the terms and conditions of your web services supplier.

## **EXECUTION OF THE CONTRACT**

The products and services that we have available in our website will be available as soon as you complete the purchase.

Our agreement of delivering the product will be completed in the time and place that you receive the downloaded product.

If you have bought services from us, you have the right to access to the applicable services immediately after receiving our purchase confirmation email.

## **RIGHT OF WITHDRAWAL**

According to the following paragraphs, refunds are not made for the products or services bought in SHOOTERSPOOL.NET, except in case EVEHO INGENIERÍA SLP would expressly give its written consent.

The website SHOOTERSPOOL.NET has all information about the features of our products, with multimedia resources such as videos and images that will help to value the purchase of SHOOTERSPOOL previously.

#### SOFTWARE SHOOTERS POOL

All services offered on the website SHOOTERSPOOL.NET are software or digital services downloaded online. Due to the nature of the benefit, you can not exercise the right of withdrawal in the case of online download software because the service starts immediately.

By law, users of the European Union will have a reflection period of 14 days, counting from the date of purchase, to exercise their right of withdrawal for the purchase of the software SHOOTERSPOOL, as long as the user does not download or active the software with the product key.

If you download from our servers or active the software SHOOTERSPOOL with the product key, you lose your right of withdrawal.

To carry out their right of withdrawal, the user must send an e-mail indicating the reason for the refund, to the following

#### address: support@shooterspool.net.

#### VIRTUAL CURRENCY

The purchase of SHOOTERSPOOL virtual currency has not right of withdrawal, because the virtual money acquired is added in the user profile immediately after its acquisition.

#### VIRTUAL PRODUCTS

The acquisition of virtual products, either through a transaction with real money or using virtual currency is not refundable. Such products do not have right of withdrawal because the product comes into service immediately after acquisition.

## ELECTRONIC CONTRACTING

The buyer understands and accepts that when he clicks on the button "Accept" (or similar) at the moment of ordering, he carries out a binding offer from a legal point of view. He consents: (i) the use of electronic communications to accept a contract with us and to carry out purchase orders; and (ii) the use of electronic means of delivery for warnings, policy and registers of the online deals that he may have started or completed. He has the right to refuse this consent but, if he does so, he may cancel his access to our products and services. If he does not accept to receive warnings by electronic means, he will have to stop using SHOOTERSPOOL.NET.

While he carries out online orders, he accepts to have access to the software and equipment necessary for receiving the electronic registers that we may send him in relation to the online deals that he may have started or completed with us.

We can correct these Conditions of sale at any time, publishing them in SHOOTERSPOOL.NET. He accepts to read them every time he carries out a purchase.

## VIRTUAL MONEY AND VIRTUAL ITEMS

SHOOTERSPOOL includes virtual elements such as virtual money and points or virtual products to be used in the game: cues, shafts, ball sets, tables, cloths, etc. You can buy virtual money in exchange for real money. With this virtual money you will be able to have access to tournaments and leagues with prizes and to buy virtual items.

You accept that the virtual money and items cannot be changed with us or with other people for real money, items or services.

You are not the owner of the virtual money nor items: you acquire a limited and revocable personal licence for using them. The remaining virtual money that you have in your user account of SHOOTERSPOOL.NET does not show an accumulated value.

You agree with the fact that all sales of virtual money and virtual products are final and that, once they are finished, we do not refund any transaction. When you buy a licence of virtual money or items, our services begin immediately once the purchase is completed, so your right to get a refund disappears at that very moment.

EVEHO INGENIERÍA SLP reserves the right to control, modify or eliminate the virtual money and virtual products at any time, not being responsible before you.

If we suspend or cancel your account because of the unfulfillment of any other of the basis of this contract, you will lose the virtual money and products that you may have and we will not compensate you for that loss nor refund you your money.

### COMMUNICATIONS, BEHAVIOUR AND PRIVACY ADJUSTMENTS

All users will have to obey a series of behavior rules when they install SHOOTERSPOOL and use SHOOTERSPOOL.NET online playing functions. It will be absolutely banned actions such as:

- the creation of a fake identity with the purpose of cheating others.
- the creation of contents that may offend other users. Do not use blasphemous words or phrases, avoid the use of sexual content, pejorative references, drugs or illegal substances, unlawful activities, polemic religious matters, current or historic polemic happenings.
- creating or sharing any content that may be offensive or discriminatory, or that may encourage discrimination, hate, violence, etc.
- transferring or making available any other material form that may contain virus, corrupt files or any other material of a similar essence that may damage other users computer or property.
- the use of any part of the Application to get or to compile data about others including, among others, the email address.

Behave yourself with the other users of the service. Make friends. If you find users with whom you like playing, add them to your favourite players list. Do your best playing and, enjoy yourself as much as possible!

EVEHO INGENIERÍA SLP reserves the right to control the communications through the application and to reveal any data considered to be necessary for: (i) ensuring that you obey the License; (ii) obeying any applicable law, legal regulations or process and (iii) protecting the rights, property and interests of EVEHO INGENIERÍA SLP, its workers or the public. EVEHO INGENIERÍA SLP also reserves the right to edit, to deny the transference of and to eliminate any data or material, both partially or totally, at the sole discretion of EVEHO INGENIERÍA SLP.

# LANGUAGE

The native language of SHOOTERSPOOL.NET is Spanish. However, we facilitate translation into other languages in order to facilitate understanding of the content to more people.

This text is a translation into English of the original <u>"Condiciones de venta"</u> written in Spanish. The original text overrides the present text. Any discrepancies herein are governed by the conditions laid down in the original text.

## **APPLICABLE LAW**

The Spanish law will govern this sale conditions, except for the rules that may come in conflict with this document; and the user expressly accepts that the exclusive jurisdiction for any complaint or act derived from or related to this conditions or the use of the Application SHOOTERSPOOL will correspond to the Spanish courts and he expressly accepts to subject himself to the exercise of the personal jurisdiction of those courts. Specifically, the courts for the resolution of disputes shall be those city of Zaragoza, Spain.

## **ENQUIRIES ABOUT THIS CONTRACT**

If you have a doubt or enquiry about this contract, you can get in contact with us in the following email address: info@shooterspool.net