SHOOTERSPOOL.NET TERMS AND CONDITIONS OF USE

(Last update: January 2017)

Thank you for chose Shooters Pool!

The website shooterspool.net and its subdomains is an online service exploited by EVEHO Ingeniería S.L.P.

In compliance with the 24/2002 Law of Services of the Information Partnership and Electronic Commerce (Ley 24/2002 de Servicios de la Sociedad de la Información y de Comercio Electrónico –LSSICE-), we inform that: EVEHO Ingeniería S.L.P. is a legal company set up in Spain with CIF: B99386401, registered in the Registry of Commerce of Zaragoza on 5th of September 2013, volume 3996, page Z-55499, folio 175, 1st inscription and registered office in 65 La Jota Avenue, 7th floor, door A, 50014 Zaragoza, Spain.

OBJECT AND FIELD OF APPLICATION

The current general conditions of hiring and use aim to regulate the use of the information appearing in the web SHOOTERSPOOL.NET as well as the commercial transactions that may arise between EVEHO INGENEIRÍA SLP and the users' of the website SHOOTERSPOOL.NET.

The website SHOOTERSPOOL.NET is at your disposal on condition that you express the acceptance of its clauses, conditions and legal warnings without any modification. The use of the website SHOOTERSPOOL.NET means that you accept its clauses, conditions and legal warnings.

MODIFICATION OF THE CURRENT CONTRACTUAL CONDITIONS OF USE

EVEHO INGENEIRÍA SLP reserves the right to modify without notice the clauses, conditions and legal warnings that implies the public offer of the website SHOOTERSPOOL.NET, including, without any limitation, the possible prices to charge for using the website SHOOTERSPOOL.NET. The user is responsible for reading regularly the clauses and conditions and it will always be considered that he accepts them if he uses the website continually.

RIGHT TO PRIVACY. PERSONAL DATA PROTECTION

If you want information about how SHOOTERSPOOL.NET obtains and uses your personal data, you can visit the Declaration of Privacy Policy by clicking in the following link: <u>Privacy Policy</u>.

RESTRICTIONS TO PERSONAL USE OR USE WITHOUT COMMERCIAL AIMS

Unless stated otherwise, the website SHOOTERSPOOL.NET is exclusively for your personal use and it mustn't be used for commercial purposes. Consequently, you are not allowed to alter, copy, distribute, transmit, show, execute, reproduce, publish, grant licenses, create derived products and neither give nor sell information, software, products and services obtained from the website SHOOTERSPOOL.NET.

INFORMATION PROVIDED IN THE WEBSITE

We make an effort to offer true information and no typographical errors in the website SHOOTERSPOOL.NET. If such errors were committed, EVEHO INGENIERÍA SLP wouldn't do it on purpose and it would be immediately corrected.

In the same way, the contents of the website SHOOTERSPOOL.NET may occasionally show provisional information about some products. In case the information provided didn't match the characteristics of the product, the customer would have the right to hand a formal complain to EVEHO INGENIERÍA SLP. The complains will be studied and they

might imply the cancellation of the purchase with no cost for the customer. The contractual information in SHOOTERSPOOL.NET, the communication with customers and users and the formalization of the contract of sale are in Spanish and English.

LINKS WITH OTHER WEBSITES

The website SHOOTERSPOOL.NET may contain links to other websites. Likewise, SHOOTERSPOOL.NET could be reached through the links of other websites (linked websites). The linked websites are not under the surveillance of EVEHO INGENIERÍA SLP, which declines any responsibility concerning the contents and links appearing in them, their modification or update and the information transmitted to them.

REFRAIN FROM USE FOR PROHIBITED OR ILLEGAL AIMS

As essential requirement for the use of the website SHOOTERSPOOL.NET, you are asked to guarantee EVEHO INGENIERÍA SLP that you will refrain from using the website SHOOTERSPOOL.NET for aims that may be prohibited or illegal according to the present clauses, conditions and legal warnings. You are not allowed to use the website SHOOTERSPOOL.NET in a way that may produce to it any damage, including disabling or overloading or in a way that may interfere in the use or enjoyment of the website by third parties. You are not allowed neither to obtain nor to try to obtain any material or data by any means that would not have been made intentionally available to the public in the website SHOOTERSPOOL.NET.

CONDITIONS OF USE OF THE COMMUNICATION SERVICES

The website SHOOTERSPOOL.NET may contain news services, chat zones, groups of news, forums, communities, personal websites, calendars and other services or communicative elements designed to ease the public communication to the users either in an open or group way. The user promises to use those services exclusively to put/advertise, send or receive messages and materials that may be adequate.

USE OF SHOOTERSPOOL.NET

The website SHOOTERSPOOL.NET is at your disposal on condition that you express your acceptance of its clauses, conditions and legal warnings without any modification.

Some contents and services of SHOOTERSPOOL.NET are only accessible if you are a subscriber of SHOOTERSPOOL.NET's Premium service and you have a valid identification for this service. If you want to access to the subscribers' contents and services, you will be required to validate your subscription to SHOOTERSPOOL.NET by entering with the personal identification that you provided when you ordered the subscription.

As the personal data related to your subscription to SHOOTERSPOOL.NET through this platform will be at your disposal, you will be the only responsible for preserving the confidential nature of your access password and account. Besides, you are completely responsible of all the activities and uses of your account in SHOOTERSPOOL.NET. EVEHO INGENIERÍA SLP declines any responsibility of any damage that you may suffer as a consequence of third parties trying to use your account with or without your knowledge. You must never use other person's account unless you have that person's permission. If you want to interrupt your access to SHOOTERSPOOL.NET and/or the data related to your subscription, you can contact with the Customer's Service through the email support@shooterspool.net.

SOFTWARE AND AVAILABLE CONTENTS IN THE WEBSITE SHOOTERSPOOL.NET

The software and contents available in the website SHOOTERSPOOL.NET for being unloaded are a subject matter copyrighted by EVEHO INGENIERÍA SLP.

The users' use of the software will be regulated by the clauses and conditions of the End User License Agreement – that goes with or is included in the software (License Contract). You don't have the right neither to install nor to use any software that may be accompanied by or including a License Contract unless you previously accept the conditions of that License Contract. The software belongs to EVEHO INGENIERÍA SLP and/or to its suppliers and it is protected by the copyright laws and by the provisions of international treaties. Reproductions or redistributions of this software are expressly forbidden by law and in case of infringement, it might derive in serious civil and penal responsibilities. Offenders will be prosecuted. NOT BEING A LIMITATION TO WHAT HAS BEEN EXPRESSED BEFORE, THE COPY OR REPRODUCTION OF THE SOFTWARE IN ANY OTHER SERVER OR PLACE FOR ITS SUBSEQUENT REPRODUCTION OR REDISTRIBUTION ARE EXPRESSLY FORBIDDEN. IN THAT CASE, THE SOFTWARE IS GUARANTED ONLY WITHIN THE CLAUSES AND CONDITIONS OF THE CORRESPONDING LICENSE CONTRACT.

RESTRICTION TO ACCESS

EVEHO INGENIERÍA SLP has the right to extinguish your right to access to any of the parts or to the totality of the website SHOOTERSPOOL.NET, as well as to the services related to it or to any of its parts at any moment and with no previous warning.

INTELLECTUAL AND INDUSTRIAL PROPERTY

All contents published in SHOOTERSPOOL.NET, especially designs, texts, graphics, logos, icons, buttons as well as software, the trade names, trademarks, industrial drawings and any other sign liable to industrial and commercial use are subject to the intellectual and industrial property rights of EVEHO INGENIERÍA SLP or of third-party holders that have duly allowed its inclusion in the website SHOOTERSPOOL.NET.

Under no circumstances will it be understood that a license is given or a withdrawal, a transmission or a total or partial transfer of those rights are effectuated and neither a right nor expectation of getting a right and, especially of carrying out alterations, exploitations, reproductions, distributions or public communication, are given without a previous express permission of EVEHO INGENIERÍA SLP or of their corresponding owners.

EVEHO INGENIRIA SLP RESPONSIBILITY

The products presented in the website SHOOTERSPOOL.NET are in accordance with the Spanish legislation. Foreign customers must verify the possibility of buying or using the products that you order from us.

The access to the website SHOOTERSPOOL.NET will be voluntary and so, it will be the user's responsibility: the user will be responsible of both the direct and indirect effects that may derive from the use of SHOOTERSPOOL.NET, including, both in an expository and unrestricted way, every adverse financial technical or legal result as well as the disappointed expectations produced by the website SHOOTERSPOOL.NET. The user must keep EVEHO INGENIERÍA SLP unharmed from the complains derived, directly or indirectly, from those facts.

EVEHO INGENIERÍA SLP is not responsible for the harm that may derive from the interferences, the omissions, the interruptions, the computer virus, the breakdowns and/or the disconnections either in the operative functioning of the electronic system or in the user's computer system and equipment, produced by causes beyond the control of EVEHO INGENIERÍA SLP and that may prevent or delay the benefit of the services or the surfing of the website

SHOOTERSPOOL.NET. EVEHO INGENIERÍA SLP is neither responsible for the delays or blocks in the use, caused by web faults or overloadings, or in other electronic systems nor for the impossibility of providing the service or allowing access whenever the causes are not chargeable to EVEHO INGENIERÍA SLP but to the users, to third parties or to events of force majeure. EVEHO INGENIERÍA SLP does not generally control the user's use of the website SHOOTERSPOOL.NET. Particularly, EVEHO INGENIERÍA SLP is not responsible for the fact that the users' use the website SHOOTERSPOOL.NET according to the law, to the present General Conditions, to the morals, to the commonly accepted customs and to the public order nor for its diligent and prudent use.

CUSTOMERS AND USERS' OBLIGATIONS

In general, the user must fulfill the present general conditions as well as the warnings or instructions of use included in the general conditions or in the website SHOOTERSPOOL.NET. The user must always act according to the law, to the commonly accepted customs and to the demands of good faith, using the proper procedure and avoiding the use of the website SHOOTERSPOOL.NET in any way that may prevent, damage or deteriorate its usual functioning, the goods or rights of EVEHO INGENIERÍA SLP, of its suppliers, of the rest of users or of third parties in general.

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>"Términos y condiciones"</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.

COMPETENCE AND JURISDICTION TO SOLVE DISPUTES

The Spanish legislation will govern SHOOTERSPOOL.NET Contract of Services. The user expressly agrees with the fact that the only jurisdiction governing any complain or act derived from this document will be the Spanish courts and accepts to be subject 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

In case of doubt or enquiry about this document, you can contact us in the following email address: info@shooterspool.net.