

Terms & Conditions

[Privacy Policy](#)
[Mobile App](#)
[Terms & Conditions](#)
[Security Statement](#)

Last updated - December, 2024

These Terms & Conditions govern the use of ScorePlay's Software as a Service (SaaS) platform (hereinafter the "Software"), a media asset management solution created, owned, and operated by ScorePlay Inc., with headquarters at 276 Greenpoint Ave, Floor 2, Brooklyn, NY 11222, USA (hereinafter "ScorePlay" or "us").

These Terms form part of the Agreement established upon acceptance of a signed quote, which incorporates these Terms & Conditions by reference. They apply exclusively to the use of the Software and related services. Agreements requiring customized solutions or additional contractual terms are subject to separate agreements.

1. Acceptance of the Terms and Conditions

By accessing or using the Software, the User (hereinafter the "User") acknowledges and agrees to comply with these Terms & Conditions. If the User does not agree with these Terms & Conditions, they must cease using the Software immediately.

2. Terms and Conditions

The objective of these Terms & Conditions is to outline the provision of SaaS services, which include access to and use of the Software as well as its maintenance and technical support.

- The Software, a media asset management solution, is provided in the modality of Software as a Service (SaaS). These Terms & Conditions exclusively govern SaaS-based services and do not apply to on-premise deployments or customized solutions, which are subject to separate agreements.
- All intellectual property rights to the Software are owned exclusively by ScorePlay. The User is granted limited, non-exclusive access to use the Software as specified in their agreement or service plan.
- The services provided may include, but are not limited to, automated content management, real-time access to media, and customizable content packages.

3. Acquisition of Products and Services

ScorePlay provides services and software for media asset management, amongst other services, under distinct Packages tailored to the needs of Users. Details of these Packages, including their features and limitations, are outlined on ScorePlay's website (www.scoreplay.io).

To acquire ScorePlay's products or services, the User may be required to provide certain information. The User is solely responsible for ensuring the accuracy and completeness of the information they provide, including payment and contact details.

The agreement for the provision of the Software (hereinafter, the "Agreement") shall be validated upon the mutual acceptance of a signed quote, which incorporates these Terms & Conditions by reference. Together with the details provided on the website, the signed quote forms the entire Agreement between the Parties.

4. Duration

Fixed Term Agreements: The term of the Agreement is specified in the signed quote, which forms the contractual basis between the parties. Fixed Term Agreements are binding until the specified end date, and early termination is not permitted unless mutually agreed upon in writing.

Perpetuity Agreements: For contracts without a fixed term, either party may terminate the Agreement with a written 30-day notice to the other party.

Upon termination of the Agreement, the User must immediately cease use of the Software. ScorePlay will provide a security copy of the User's database upon request, in accordance with the procedures outlined in Section 13 (Content Ownership).

5. Payment Terms

For the use of the Software, the User shall pay ScorePlay a pre-determined price, as specified in the accepted customer quote. Payment terms, including billing frequency, may vary based on the chosen product and will be defined in the customer quote.

Billing and Activation: The User will be invoiced based on the billing cycle specified in the quote, starting from the date of the Agreement's activation.

Late Payments: Payments must be made on or before the due date specified in the invoice. ScorePlay reserves the right to suspend access to the Software if payments are overdue by more than 30 days. If payments are not received within 30 days of the due date, interest may be charged at a rate of 1.5% per month. This rate will not exceed the maximum allowed by applicable laws.

Non-Cancellable Obligations: All payment obligations are non-cancellable, and amounts paid are non-refundable unless otherwise specified in the Agreement or required by applicable law.

6. Access to the Software

ScorePlay reserves the right to suspend or close access to the Software or any associated services, either partially or fully, permanently or temporarily, if it reasonably suspects:

- Fraudulent or illegal activity is suspected in the User's account;
- The User violates material provisions of these Terms & Conditions; or
- Necessary to ensure the security and functionality of the Software.

Upon determining that a suspension is necessary, ScorePlay will provide written notification to the User and will restore access once the issue is resolved. The User will not be entitled to compensation for interruptions resulting from actions permitted under this clause.

7. Passwords for the Use of the Software

Access to certain parts of the Software requires a username and password created by or assigned to the User. The User is solely responsible for maintaining the confidentiality and security of their passwords. Passwords must not be shared or disclosed to unauthorized third parties. [About](#) [Log In](#) »

In the event of unauthorized access caused by negligence, password sharing, or failure to secure access credentials, the User will bear full responsibility for any resulting economic consequences, data breaches, or other damages.

8. Software information

The ScorePlay Software is under continuous development and may be updated regularly. ScorePlay endeavors to maintain reliable operations and provide accurate, up-to-date information about the Software.

However, ScorePlay does not guarantee uninterrupted availability or flawless operation of the Software or its associated content. Occasional inaccuracies, technical errors, or temporary service interruptions may occur.

The User acknowledges and accepts that such limitations are inherent to technology services. ScorePlay will not be held liable for delays, disruptions, or inaccuracies unless caused by gross negligence or willful misconduct.

9. Software liability

The User is solely responsible for their use of the Software and must comply with these Terms & Conditions, as well as all applicable laws and regulations.

Improper use: Any use of the Software that violates these Terms or infringes upon third-party rights will be the sole responsibility of the User, who will be accountable for any resulting direct or indirect damages to themselves, ScorePlay, or third parties.

Third-Party Services and Links: ScorePlay does not guarantee the completeness, accuracy, or reliability of data, offers, or services provided by third-party partners through the Software. Links to external websites or services managed by independent third parties may be provided for convenience; however, ScorePlay does not control, endorse, or assume responsibility for the content, products, or services offered by these third parties. The use of such links is entirely at the User's discretion and risk.

Third-Party Liability: ScorePlay is not responsible for acts or omissions by third parties, nor for the performance or results of third-party products or services accessed through the Software. The User agrees that ScorePlay will not be held liable for any errors, omissions, or functionality issues related to third-party content or services, nor does ScorePlay guarantee that such services will meet the User's expectations or desired outcomes.

10. Storage

The Software is provided in a SaaS modality, and all data is stored on ScorePlay's secure servers or those of third-party hosting providers contracted by ScorePlay, such as AWS.

All the data stored on ScorePlay's servers or on the servers of third-parties contracted by ScorePlay, remains the exclusive property of the User. The User is responsible for ensuring compliance with all applicable legal obligations, including data protection and privacy legislation, in connection with their use of the Software and the data they transmit.

The storage capacity allocated to the User is specified in the signed quote, which forms part of the Agreement. If the User exceeds the allocated storage capacity, additional storage will be billed quarterly at the rate specified in the quote. ScorePlay will provide advance notification if the User approaches or exceeds their allocated capacity.

ScorePlay will implement industry-standard security measures to protect User data but assumes no liability for damages resulting from improper use or unauthorized access caused by User negligence.

Both parties warrant compliance with the General Data Protection Regulation (GDPR) (EU) 2016/679 and agree to notify each other promptly in the event of a data breach that involves the other Party's data.

11. Service liability

ScorePlay shall not be liable for any direct, indirect, incidental or consequential damages arising from the use or inability to use the Software, except where such damages are caused by ScorePlay's gross negligence or willful misconduct.

ScorePlay assumes no responsibility for loss or damages arising from third-parties consulting services used to modify or adapt the Software unless:

- The third-party consultant is directly contracted by ScorePlay; or
- The consultant was recommended by ScorePlay and ScorePlay acted negligently in making that recommendation.

In such cases, ScorePlay will remain responsible to the User for the performance of its directly contracted third-party consultants.

12. Modification to these Terms & Conditions

ScorePlay reserves the right to modify, update or remove these terms at any time. Any modification will be communicated to the User promptly through updates on the ScorePlay website or via email notification. Continued use of the Software after such updates constitutes acceptance of the modified Terms & Conditions.

13. Content ownership

The content stored belongs exclusively to the User. ScorePlay, or any third party, may not use the content without the User's explicit approval.

In the event of termination of the Agreement, ScorePlay will provide the User with a security copy of their database within 15 days. The copy will include all uploaded media files and metadata (e.g., events, players, sponsors) as EXIF "UserComment" entries.

Thirty (30) days after the delivery of the data copy, ScorePlay will permanently delete all User data, unless otherwise agreed in writing. The User cannot request further access to or copies of their data beyond this period.

ScorePlay does not access, view, or modify User content except as required for providing the Software functionality or resolving technical issues.

14. Personal data

The User hereby consents to the collection and processing of their data by ScorePlay in accordance with the company's Privacy Policy and applicable laws.

ScorePlay as Data Processor: When processing personal data uploaded or managed by the User through the Software, ScorePlay acts as a data processor and processes the data solely on the User's behalf and in accordance with the User's instructions.

ScorePlay as Data Controller: For personal data collected directly by ScorePlay (e.g., for account setup, billing, or marketing), ScorePlay acts as a data controller and ensures compliance with GDPR and other applicable laws.

User as Data Controller: The User acts as an independent data controller for any personal data they upload, manage, or process through the Software. The User is solely responsible for ensuring that such data is processed in compliance with applicable laws, including but not limited to those listed below. [About](#) [Log In](#)

Distinct Responsibilities: In cases where both ScorePlay and the User act as independent data controllers, each party is responsible for ensuring compliance with applicable data protection laws for the personal data they process.

Data Use:

- When acting as a data processor, ScorePlay will not process the User's data for any purposes other than those specified in the Agreement.
- When acting as a data controller, ScorePlay may use personal data for purposes such as client management, service delivery, and marketing activities, as outlined in its Privacy Policy.

Data Breach Notifications: Both parties commit to notifying each other promptly in the event of a data breach involving the other party's data.

The full Privacy Policy outlining ScorePlay's data handling practices can be reviewed at [ScorePlay Privacy Policy](#).

15. Applicable law and jurisdiction

All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be New York, New York, USA. The arbitration will be conducted remotely unless both parties consent to in-person proceedings.

16. Limitation of Liability

Neither party will be liable under this Agreement for indirect, special, incidental or consequential damages (e.g., lost revenues), even if such damages were foreseeable.

Total liability under this Agreement will not exceed the total fees paid by the User to ScorePlay in the 12 months preceding the incident, to the maximum extent permitted by law. Exceptions include:

- Gross negligence or willful misconduct.
- Indemnification obligations under this Agreement.

17. Confidentiality

"Confidential Information" means any non-public information provided by one party (the "Disclosing Party") to the other party (the "Receiving Party") which is designated in writing as confidential or proprietary at the time of disclosure, or which a reasonable person familiar with the Disclosing Party's business and the industry in which it operates would understand to be of a confidential or proprietary nature. This includes, but is not limited to, business plans, pricing, strategies, trade secrets, software, and other technical, financial, or operational information.

The Receiving Party agrees not to disclose the Disclosing party's Confidential Information to any third party without the prior written consent of the Disclosing Party, and not to use such information except in connection with the performance of its obligations under this Agreement. Each party accepts responsibility for the actions of its agents or employees and shall protect the other party's Confidential Information with the same level of care used to protect its own confidential information, but in no event with less than a reasonable standard of care.

Both parties expressly agree that the terms and pricing of this Agreement constitute Confidential Information. A receiving party shall promptly notify the disclosing party upon becoming aware of a breach or threatened breach hereunder and shall cooperate with any reasonable request of the disclosing party in enforcing its rights.

Exclusions: Information will not be deemed Confidential Information if such information:

- (i) is known prior to receipt from the Disclosing Party, without any obligation of confidentiality;
- (ii) becomes known to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party;
- (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or
- (iv) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

The Receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that, unless prohibited from doing so by law enforcement or court order, the Receiving Party gives the Disclosing Party reasonable prior written notice, and such disclosure is otherwise limited to the required disclosure.

18. Indemnification

ScorePlay shall indemnify, defend, and hold harmless the User, its affiliates, and their respective officers, members, managers, employees, contractors, and agents, as well as their successors and permitted assigns, against any claims, causes of action, losses, damages, liabilities, deficiencies, judgments, settlements, interests, awards, penalties, fines, costs, or expenses (including reasonable attorneys' fees) brought by a third party. Such claims must arise out of or relate to a breach by ScorePlay of its covenants, representations, or warranties in this Agreement; gross negligence or willful misconduct by ScorePlay; gross negligence of any third-party contractors or service providers engaged by ScorePlay; or violations of applicable laws, rules, and regulations related to its performance under this Agreement.

Similarly, the User shall indemnify, defend, and hold harmless ScorePlay, its affiliates, and their respective officers, employees, contractors, and agents against claims arising out of or relating to a breach by the User of its covenants, representations, or warranties under this Agreement; the User's gross negligence or misconduct in using the Software; or violations of applicable laws by the User in its performance under this Agreement.

In all cases, the indemnifying party shall have the right to control the defense and settlement of any claim, provided that no settlement may impose a financial or reputational burden on the indemnified party without its prior written consent. The indemnified party must promptly notify the indemnifying party of any claim and provide reasonable cooperation in the defense, at the indemnifying party's expense.

19. Contact information

For any questions regarding these Terms and Conditions, please contact us at:

Address: 276 Greenpoint Ave Floor 2, Brooklyn, NY 11222

E-mail: contact@scoreplay.io