

TERMS OF USE

This End-User License Agreement should be read carefully before using SCOUTME. By using SCOUTME it is implied that the user is aware of the terms and conditions of this End-User License Agreement, agreeing with its terms. This End-User License Agreement is published on SCOUTME platform and may be accessed and downloaded at any time.

1. Identification of Parties

The parties to this End-User License Agreement SCOUTME software are the following:

ScoutMe [scout me address]

- The user who adheres to the Free Individual account, after having read and accepted this End-User License Agreement, or
- The organization who adheres to the Free Club account, after having read and accepted this End-User License Agreement.

2. Object of Contract

2.1. This present Agreement regulates the End-User License, in a non-exclusive and non-transferable disposition of the SCOUTME software.

2.2. This End-User License Agreement is free, when accepted by a user or organization who registered a Free Account.

3. Definitions

3.1. SCOUTME is a web and mobile platform, available on <https://www.scoutme.in>.

3.2. SCOUTME can also be named as application, platform or software.

3.3. SCOUTME includes many features for creating, editing and filing of football player profiles.

3.4. User is the person or organization who registered a free account.

3.5. Data activity and media file stands for: inserting, editing and filing of data storage and media.

3.6. Media means: files in format .pdf, .jpg, .gif, .png, .mp4.

4. ScoutMe Access Accounts

4.1. SCOUTME allows two types of free access accounts, Individual and Organization account. Each account allows a distinguished access to different software features.

4.2. A Free Individual access account allows only one user registration with access to the software.

4.3. A Free Organization access account allows adding more users in same organization with a limit of 50 users per organization. For more user accounts, organization can contact SCOUTME.

5. End of Free Account

5.1. Users may unsubscribe from such individual or organization account without any associated cost.

5.2. SCOUTME can block a free account after informing the user or organization up to 5 days before blocking it.

6. Description and operating requirements

6.1. SCOUTME runs on the following operating systems: Firefox, version 4 up; Chrome, version 10 up; Safari, version 5 up; Opera, version 12 up; and IE9 +. The application is not available for Internet Explorer version 8 or earlier.

6.2. SCOUTME runs on tablets with Android operating systems, version 2.3 up, and OSX version 5 up, with a minimum operating resolution width of 768 pixels.

6.3. Running on Smartphones (any operating system) is too limited in terms of user experience, and will be considered unfeasible for current use.

6.4. The application allows you to insert text, upload image, text and video files and inserting external links to pictures and Youtube videos. The output in terms of graphic and visual data cannot be customised and its graphical appearance is determined by the application structure itself.

6.5. The software has not specific requirements to operate, requiring only a device with an Internet connection and entering text ability. The application ensures its proper operative functioning on tablets and desktops/laptops, as in the aforementioned points 6.1 and 6.2., as long as they contain an Internet connection.

6.6 To ensure proper functioning of the application there must be a constant Internet connection with a 2Mb bandwidth for information processing.

7. SCOUTME Obligations

7.1. SCOUTME guarantees the confidentiality of all data entered into the software for each registered User and Owner. There is no information disclosure except in compliance with legal obligations.

7.2. The entire interface has been created in order to simplify the implementation of every feature.

7.3. In order to help every Owner and User, SCOUTME offers a free online platform, subject to registration, where you can consult the available guidelines to use favourably the software functionalities.

7.4. For more specific questions, each Owner and User can send an e-mail to contact@scoutme.in.

8. SCOUTME Liability

8.1. SCOUTME assures the proper functioning of the server where the platform is hosted.

8.2. The suspension of the SCOUTME service for reasons not chargeable to SCOUTME does not grant the Owner and the User the right to be indemnified or compensated in any way for any property damage or other that could accrue to him due to such suspension.

8.3. SCOUTME is not liable before third parties for any damage or loss caused by acts of every Owner and User, which would result in misuse of the platform or in violation of the Terms of Service and conditions of this End-User License Agreement.

8.4. SCOUTME is not responsible for any decision taken by the Owner or User, based on the data entered on the software.

8.5. In case of removal by the Owner or User of any information or data previously entered by you on the platform, SCOUTME has no obligation to retrieve that information.

8.6. SCOUTME is not responsible for the functioning quality of its application in other browsers and operating systems other than those specified in Section 6. SCOUTME is not liable for information processing quality when Internet speed is lower than that reported in section 6.6.

9. User Obligations

9.1. Platform is accessed when Owner or User enters his identification and password to validate the logging in.

9.2. Owner or User is authorised to and can change the account password at any time. Either Owner or User is able of password recovery. SCOUTME recommends Owner or User to change the password on a regular basis and to not disclose access codes to any person who is not authorised to act on your behalf.

9.3. Owner or User accepts full responsibility for the security of ID and Password, which includes unauthorised access by third parties, even if that party is acting on its behalf, on behalf of or as representing and instructed by others through employment contract or other status.

9.4. All data and media activity stored files on SCOUTME is responsibility of each Owner or User.

9.4.1. Personal and private data entered on the platform by Owner or User is of their own responsibility. SCOUTME cannot be hold responsible for personal and private data of a third-party entered by Owner or User on the platform.

9.5. Each Owner or User agrees not to use the platform to:

9.5.1. Denigrate, abuse, harass, stalk, threaten or violate otherwise in any way the rights of others;

9.5.2. Publish, post a post, upload, distribute or disseminate any type of inappropriate, defamatory, obscene, disrespectful material and/ or unlawful information;

9.5.3. To upload files or any other matter protected by Copyright Code or that violates personal privacy data protecting laws and any other property rights, except when User owns it or has received the required authorisation to do such;

9.5.4. Make illegal download of files, or subject to any other prohibition of files of others or other users.

9.5.5. Every Owner or User is not allowed to:

9.5.6. Falsify, omit or delete any author attribution, legal or any other type of label/ proprietary designation of the software source/ origin and any material contained in a sent file;

9.5.7. Manipulate or falsify information in order to disguise product or service source;

9.5.8. Record, gather, withhold or collect information about other users;

9.5.9. Violate any applicable law or regulation, particularly those ruling over intellectual property, and corrupt or alter procedures, policies, requirements or regulations related to services;

9.5.10. Create a false identity for the purpose of misleading others.

9.6. Each Owner or User cannot exploit any possible system flaw found, under suspension penalisation.

10. SCOUTMe maintenance and update policy

10.1. SCOUTME has no obligation to provide updates. However, SCOUTME may require Owner or User to install necessary updates to maintain software compatibility, provide security updates or bug fixes or even offer new features, functionality or releases.

10.2. Owner or User agrees to receive such updates to continue using the software under the End-User License Agreement.

10.3. From time to time, SCOUTME may need to perform maintenance or upgrade the software. This may compel SCOUTME to temporarily suspend or limit the software use, completely or partially, until maintenance and/ or upgrades are completed. SCOUTME will publish the time and date of such suspension or limitation to its possible extension, unless in need of urgent action.

10.4. Owner or User is not entitled to demand compensation for such suspension or limitation of the software.

11. Licensing and Copyright

11.1. SCOUTME is not sold but licensed to Owner or User. This license is effective from the acceptance date of this End-User License Agreement.

11.2. Unless with granted permission expressed by SCOUTME for such purpose, Owner and User shall not:

11.2.1. Copy any application part;

11.2.2. Distribute, rent, sub-license, transfer or disclose or transmit, by any method, SCOUTME to anyone;

11.2.3. Modify, translate, merge, or prepare derivative works of SCOUTME;

11.2.4. Use any portion of the software for unspecified purposes and / or authorised by SCOUTME.

12. Changes to Agreement

12.1. SCOUTME may modify this License Agreement for future use.

12.2. Any amendments or modifications will be notified to Owner and User through an online notice.

12.3. Owner and User agrees to that when accessing SCOUTME, after receiving online notice of Agreement Change or Amendment, it will constitute acceptance of all changes or amendments of this kind.

13. Contract duration, suspension and termination

13.1. This contract shall enter into force from the moment Owner and User declare their acceptance of this End-User License Agreement and acquire or adhere to one of the accounts, respectively.

13.2. Failure to any of the obligations under this contract by the contractors constitutes termination cause here within, in legal terms.

13.3. In case of account access suspension, Owner of the account is given 20 days period to make download the data from his account.

13.4. SCOUTME safeguards the right to disable User or Organization account or erase all activity records and deleting its storage.

14. Privacy and Data Access Rights

14.1. Under this contract, you agree that SCOUTME may collect and use technical information that is provided by you in relation to technical support and feedback related to SCOUTME services.

14.2. Personal data collected by SCOUTME is contained in a protected database and is confidential and used exclusively for legal obligations compliance by SCOUTME.

14.3. Under applicable law, SCOUTME is obliged to grant to User the right to access, correct and delete any data collected upon User.

15. Law and Jurisdiction

SCOUTME is governed by the laws of INDIA In all matters and disputes arising from or related to this contract. The event of a dispute, any arbitration or mediation will be conducted in the State of Delhi.