

## 1) TERMS OF USE & EULA (EU ADAPTED)

### Summary of Changes:

- Added "**Right of Withdrawal & Waiver**" clause (Crucial for App Store in EU).
  - Added "**AI Transparency**" clause compliant with EU AI Act.
  - Added "**ODR Platform**" reference.
  - Liability caps adjusted to meet EU consumer protection standards (cannot exclude gross negligence).
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### TERMS OF USE & END USER LICENSE AGREEMENT (EULA)

**Effective Date:** 24.01.2026 **Provider:** DC SOFT BILISIM TEKNOLOJILERI LIMITED SIRKETI ("Provider", "we", "us") **Contact:** [support@scoutwise.ai](mailto:support@scoutwise.ai) **Address:** Maslak Mah. Maslak Meydan Sk. Beybi Giz Plaza A Blok No: 1 Ic Kapi No: 99 Sarıyer/Istanbul

**1. INTRODUCTION AND ACCEPTANCE** 1.1. These Terms of Use ("Terms") govern your access to and use of the application **ScoutWise** ("App"). By downloading, accessing, or using the App, you agree to be bound by these Terms. 1.2. If you do not agree to these Terms, please do not use the App. 1.3. **AI Notice:** Please note that this App utilizes Artificial Intelligence (AI) systems to generate content. The outputs are generated by algorithms and may not always reflect real-world accuracy.

**2. SERVICES AND AI NATURE** 2.1. **Service Description:** The App processes user inputs (prompts/queries) using AI technologies to provide estimated matches or recommendations based on prototype football player profiles in our database. 2.2. **AI Limitations (EU AI Act Transparency):** The content generated by the App is for informational and entertainment purposes only. The App acts as a simulation tool and **is not** a substitute for professional scouting, agency advice, or financial consultancy. 2.3. **No Guarantee:** The Provider does not guarantee the accuracy, reliability, or completeness of the AI-generated outputs.

**3. USER ACCOUNTS AND ELIGIBILITY** 3.1. You may need to create an account to access certain features. You are responsible for maintaining the confidentiality of your credentials. 3.2. **Age Restriction:** You must be at least 18 years old (or the age of digital consent in your country of residence) to use this App. If you are under the relevant age, you represent that you have your parent or legal guardian's permission to use the App.

**4. USER CONDUCT AND PROHIBITED ACTIVITIES** You agree not to: 4.1. Use the App for any illegal purpose or in violation of any local, state, national, or international law. 4.2. Input any sensitive personal data (e.g., health data) of third parties into the prompt fields. 4.3. Attempt to reverse engineer, decompile, or scrape the App's source code or database. 4.4. Share your account credentials with third parties.

**5. INTELLECTUAL PROPERTY & USER CONTENT** 5.1. **Provider Rights:** All intellectual property rights in the App (interface, algorithms, database) are owned by the Provider. 5.2. **License:** We grant you a limited, non-exclusive, non-transferable, revocable license to use the App for personal, non-commercial use. 5.3. **User Inputs:** By submitting prompts or queries, you grant the Provider a worldwide, non-exclusive, royalty-free license to use, reproduce, and process such inputs for the purpose of providing and improving the Services (including AI model training), subject to our Privacy Policy.

**6. SUBSCRIPTIONS AND RIGHT OF WITHDRAWAL (EU CONSUMERS)** 6.1. **Payment:** Subscriptions are managed by the applicable App Store (Apple App Store / Google Play Store). Prices include VAT where applicable. 6.2. **Right of Withdrawal (14 Days):** Under EU Consumer Law, you typically have a right to withdraw from a distance contract within 14 days. **However,** by purchasing a subscription for digital content (the App services) which is supplied immediately, **you explicitly consent to the immediate performance of the contract and acknowledge that you thereby lose your right of withdrawal once the download or service has begun.** 6.3. **Refunds:** Refund requests are subject to the policies of the respective App Store.

**7. LIABILITY LIMITATION** 7.1. **General:** To the maximum extent permitted by applicable law, the Provider shall not be liable for any indirect, incidental, special, or consequential damages arising out of your use of the App. 7.2. **EU Consumers:** Nothing in these Terms excludes or limits our liability for fraud, death, or personal injury caused by our negligence, or any other liability that cannot be excluded by EU law.

**8. CHANGES TO TERMS** We may modify these Terms at any time. Material changes will be notified to you through the App. Continued use constitutes acceptance.

**9. GOVERNING LAW AND DISPUTE RESOLUTION** 9.1. These Terms are governed by the laws of the **Republic of Türkiye**, subject to mandatory consumer protection provisions of the law of your country of residence (EU Member State). 9.2. **ODR Platform:** If you are an EU consumer, you may use the European Commission's Online Dispute Resolution platform for resolving disputes:

<https://ec.europa.eu/consumers/odr>