

Terms and Conditions

These terms of conditions apply to all users of our OVERSUMO app (together “services/OVERSUMO”) (“you”) and DOJO MADNESS GmbH (Amtsgericht Charlottenburg: HRB 163226 B) (“we/us/DOJO MADNESS”). You can also find these terms online at <http://oversumo.com/termsandconditions/>. Our terms describe your obligations and our responsibilities while using our service. For more information how we treat your personal data, please see our privacy policy at <http://oversumo.com/privacypolicy/>.

Operating system requirements: The OVERSUMO application requires Internet access and an iOS device (with iOS 8.0 or later) or an Android device (with OS 4.4 or later).

You have the right to withdraw from any transaction with us without charge and without any reason before downloading the OVERSUMO application. You will lose the right to cancel the transaction once you start to download the OVERSUMO application.

About our Services

DOJO MADNESS provides you with an application called OVERSUMO. OVERSUMO is a companion app for the game Overwatch. It is made to help people understand their game and improve faster and get in depth insight in their personal game performance.

Acceptance of Terms and Conditions

As set out in the terms and conditions relating to our Services, you must be at least 13 years old to access and/or use our Services. We do not knowingly collect personal data about children under the age of 13.

If you do not agree to abide by these terms, you may not use OVERSUMO or any other services offered by DOJO MADNESS. In this case, do not download OVERSUMO, or if you already have it installed, please stop using our service and uninstall it.

You can find these terms at any time by visiting the following web site <http://oversumo.com/termsandconditions/>. We reserve the right to update these terms from time to time by posting the updated version at that address. We may do so for a number of reasons including without limitation because we change the nature of our products or services, for technical or legal reasons, or because the needs of our business have changed. You agree that if you do not accept any amendment to our terms then you shall immediately stop accessing and/or using our Services.

Description of Service and Pricing

DOJO MADNESS provides you with a smartphone application called OVERSUMO that includes features like hero tips and performance ratings. Unless otherwise stated, any further services that may be provided by DOJO MADNESS are also subject to these terms

In consideration of you agreeing to abide by these terms and our Privacy Policy, we grant you a non-transferable, non-exclusive licence to download a basic version of OVERSUMO free of charge. In order to access additional features, including (but not limited to) in depth game analysis and performance ratings. The pricing scheme for OVERSUMO can be seen when clicking on a pro feature. We may change the pricing scheme at our discretion. Any changes will be mentioned in the application itself. We reserve all other rights.

Registration

OVERSUMO offers you the possibility to create an account via SMS. The core service and the pro features can be used without registration. However if you create an account you gain access to the following features:

- Follow friends

You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your password or account. Each account must be used individually and is not transferable.

You agree to not share your account with any third party, to immediately notify DOJO MADNESS should you suspect any unauthorised use of your account, to provide true, up-to-date and complete information about yourself during registration, and ensure this information remains up-to-date.

Privacy

In order to provide you with an adequate service, we need access to certain information about you and about your usage of OVERSUMO. See our Privacy Policy at <http://oversumo.com/privacypolicy/>. By using OVERSUMO or any other application from DOJO MADNESS, you agree to the terms laid out in our Privacy Policy.

User Conduct

You must comply with the laws that apply to you in the location that you access our Services from. If any laws applicable to you restrict or prohibit you from using our Services, you must comply with those legal restrictions or, if applicable, stop accessing and/or using our Services.

You agree that you will not use OVERSUMO or any other applications offered by DOJO MADNESS to maliciously attempt to access or damage the data of other users or third parties,

that you will not try to hack or unlawfully distribute or sell the software of OVERSUMO or any other applications released by DOJO MADNESS, and that you will not attempt to interfere with any other party's appropriate use of the service without their permission. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express prior written consent of DOJO MADNESS.

You promise that all the information you provide to us on accessing and/or using our Services is and shall remain true, accurate and complete at all times.

You agree that you will not:

- use our Services to harm anyone or to cause offence to or harass any person;
- use another person's or entity's email address or phone number in order to sign up to use our Services;
- use our Services for fraudulent or abusive purposes (including, without limitation, by using our Services to impersonate any person or entity, or otherwise misrepresent your affiliation with a person, entity or our Services);
- use our Services for any commercial or business purpose or for the benefit of any third party or to send unsolicited communications;
- remove or amend any proprietary notices or other ownership information from our applications or any other part of our Services;
- interfere with or disrupt our Services or servers or networks that provide our Services;
- attempt to decompile, reverse engineer, disassemble or hack any of our Services, or to defeat or overcome any of our encryption technologies or security measures or data transmitted, processed or stored by us;
- 'harvest', 'scrape' or collect any information about or regarding other people that use our Services, including, but not limited to any personal data or information (including by uploading anything that collects information including but not limited to 'pixel tags' cookies, graphics interchange formats ('gifs') or similar items that are sometimes also referred to as 'spyware' or 'pcms' (passive collection mechanisms);
- disobey any requirements or regulations of any network connected to our Services;
- use our Services in violation of any applicable law or regulation;
- use our Services in any other way not permitted by these terms;

You understand that DOJO MADNESS will retain user information and, if obliged to do so by law or otherwise, disclose user information according to the terms set out in the DOJO MADNESS Privacy Policy.

You understand that should you violate these terms, DOJO MADNESS may terminate your right to access and use the service at our discretion without warning and without being obliged to provide a refund.

Termination of Service

DOJO MADNESS may terminate your access and use of the service at its discretion if it has good reason to believe you have breached these terms. In such circumstances you are not entitled to any refund

DOJO MADNESS may modify or discontinue, temporarily or permanently, the service (or any part of it) at its discretion. Notice of any such modification or discontinuance will be communicated in the App. You agree that DOJO MADNESS shall not be liable to you or to any third party for any modification or discontinuance of the service.

Intellectual Property

DOJO MADNESS (or its licensors) retains all intellectual property rights in its services including without limitation in OVERSUMO or any other applications released by DOJO MADNESS, including all software and all other content provided by DOJO MADNESS

Subject to the above, DOJO MADNESS grants you the limited, personal, non-transferable, non-sublicensable, worldwide and non-exclusive licence to use its software in accordance with these terms and for your non-commercial and personal use.

Your licence to use the OVERSUMO application is restricted to use of the object code of the OVERSUMO application, and it is a condition of such licence that, except to the extent expressly permitted under applicable law, you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. Additionally, you understand that you may have to agree to additional terms and conditions before you use such software or any third party content

You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the service or the OVERSUMO application, in whole or in part, except with DOJO MADNESS explicit permission

You further agree: (i) to include our copyright notice on all entire and partial copies you make of the application on any medium in accordance with these terms; (ii) not to provide or otherwise make available the OVERSUMO application in whole or in part (including object and source code), in any form to any person without prior written consent from us; and (iii) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the application or any service.

Indemnity

You indemnify and hold DOJO MADNESS, and its affiliates, and its and their officers, directors, agents, co-branders or other partners, and employees, harmless from any losses, damages, cost, expense (including reasonable legal fees) or other liability, arising out of any claim, demand, allegation or proceeding brought by any third party due to or arising out of any content you provide, your use of the service (including without limitation the OVERSUMO application), your connection to the service (including without limitation the OVERSUMO application), your breach of these terms, or your violation of any rights of another person or entity.

Disclaimers and Limited Liability

You understand that all DOJO MADNESS's services and apps are provided AS-IS and that you use such services and apps at your own risk. DOJO MADNESS disclaims all warranties of any kind, express or implicit, to the fullest extent possible having regard to applicable laws. This includes but is not limited to any implied warranties of merchantability, fitness for a particular purpose and non-infringement. DOJO MADNESS does not assume any responsibility for any loss of your personal or non-personal data, loss of access to the service, or any other errors that may impede your use of the service.

We only supply the services for domestic and private use. You agree not to use the services for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Our maximum aggregate liability under or in connection with these terms (including your use of any services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the amount you paid us in the 6 months immediately preceding the event giving rise to a claim provided that nothing in these terms shall limit or exclude our liability for: (i) fraud or fraudulent misrepresentation; and (ii) any other liability that cannot be excluded or limited by German law.

General Information

These terms and the relationship between you and DOJO MADNESS shall be governed by the laws of Germany without regard to any conflict of law provisions of any jurisdiction. Both you and DOJO MADNESS agree to submit to the exclusive jurisdiction of the German courts, except that DOJO MADNESS may seek injunctive relief in any jurisdiction in order to enforce its rights under these terms.

No person other than you and DOJO MADNESS shall have any rights under these Terms in relation to your use of our services.

Any failure of DOJO MADNESS to exercise or enforce any right or provision of the terms shall not constitute a waiver of this right or provision. If any provision of the terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should

endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the terms shall remain in full force and effect.

You agree that these terms represent the entire understanding between you and DOJO MADNESS in respect of your relationship with DOJO MADNESS (except in respect of Paid Services, which are also governed by the Paid Services Terms). These Terms and Conditions supersede any previous agreements between you and DOJO MADNESS including any previous version of these Terms of Service.

Contact

Questions, comments and requests regarding our terms and conditions are welcomed and should be addressed to Dojo Madness GmbH, Axel-Springer-Strasse 54B, 10117 Berlin or oversumo-support@dojomadness.com.