

TERMS AND CONDITIONS

Spuddle

Effective Date: 1 July 2026

1. Agreement to Terms

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("User", "you") and Spuddle ApS ("Spuddle", "we", "us", or "our"), a company registered in Denmark with its registered office at Torvegade 25, 1400 Copenhagen K.

By downloading, installing, or using the Spuddle mobile application (the "App"), you agree to be bound by these Terms. If you do not agree, you must not use the App.

Spuddle is a subscription-based learning application that teaches Microsoft Excel skills through interactive, gamified exercises. The App is available on iOS and Android.

2. Eligibility

You must be at least 13 years of age to use the App. By using the App, you represent and warrant that you meet this requirement. If you are using the App on behalf of a business or organisation, you represent that you have authority to bind that entity to these Terms.

3. User Accounts

To access the App, you must create an account using one of the following methods:

- Email address and password
- Google sign-in (OAuth)
- Apple sign-in (OAuth)

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree to notify us immediately at info@spuddleapp.com if you suspect any unauthorised access to your account.

You may not sell, transfer, or assign your account to any third party.

4. Subscriptions and Payments

4.1 Free Trial

New users receive a 3-day free trial upon registration. No charge is applied during the trial period. If you do not cancel before the trial ends, your chosen subscription tier will begin and you will be charged accordingly.

4.2 Subscription Tiers

Spuddle offers one subscription tier. Pricing and features are displayed within the App at the time of purchase. Subscriptions are billed on a recurring basis (weekly or monthly, depending on the plan selected).

4.3 Payment Processing

All payments are processed by Apple (via StoreKit) or Google (via Google Play Billing), depending on the platform you use. Spuddle does not collect, store, or process your payment card details. By subscribing, you agree to the payment terms of the relevant app store.

4.4 One-Time Purchases

Certain individual courses may be available for one-time purchase in addition to subscription access. Where available, pricing will be displayed prior to purchase.

4.5 Promotional Offers

We may from time to time offer promotional pricing, discounts, or special offers. Offers are subject to specific terms communicated at the time of the offer and may be withdrawn at any time.

4.6 Price Changes

We reserve the right to change subscription prices. We will give you reasonable advance notice of any price changes. Continued use of the App after a price change takes effect constitutes your acceptance of the new price.

5. Cancellation and Refunds

5.1 Cancellation

You may cancel your subscription at any time through the App Store or Google Play account settings. Cancellation takes effect at the end of the current billing period. You will retain access to the App until that date.

5.2 Right of Withdrawal (EU Users)

If you are located in the European Union, you have a statutory 14-day right of withdrawal from the date of your initial purchase or, if later, the date you received these Terms. If you have already begun using the App during this period and the App's digital content has been delivered, you acknowledge that by expressly requesting immediate access to the App you consent to the supply of digital content before the withdrawal period expires, and that you forfeit your right of withdrawal once the content has been fully supplied.

To exercise your right of withdrawal before the App has been used, contact us at info@spuddleapp.com with your account details and a clear statement of your intention to withdraw.

5.3 Refunds

Refund requests are handled through the Apple App Store or Google Play in accordance with their respective refund policies. Spuddle does not process refunds directly. To request a refund, use the relevant app store's refund mechanism.

6. Intellectual Property

All content within the App, including but not limited to text, graphics, course materials, exercises, branding, logos, software, and audio-visual elements, is owned by or licensed to Spuddle ApS.

We grant you a limited, non-exclusive, non-transferable, revocable licence to use the App for your personal or internal business use in accordance with these Terms. This licence does not permit you to:

- Copy, reproduce, or redistribute any content from the App
- Reverse engineer, decompile, or disassemble the App
- Use the App or its content for any commercial purpose other than as permitted under your subscription
- Remove or alter any copyright, trademark, or other proprietary notices

7. Prohibited Activities

You agree not to:

- Use the App to advertise, promote, or offer to sell goods or services to other users
- Sell, transfer, or otherwise dispose of your account or profile
- Use the App in any way that violates applicable laws or regulations
- Attempt to gain unauthorised access to any part of the App or its infrastructure
- Introduce malware, viruses, or other harmful code into the App
- Use automated tools to scrape, crawl, or extract data from the App
- Impersonate any person or entity or misrepresent your affiliation with any person or entity

8. Copyright Complaints

If you believe that content within the App infringes your copyright, please notify us with the following information:

- A description of the copyrighted work you claim has been infringed
- A description of where the allegedly infringing content is located within the App
- Your contact details (name, address, email, telephone number)
- A statement that you have a good-faith belief that the use is not authorised by the copyright owner
- A statement, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorised to act on their behalf

Please send copyright notices to: info@spuddleapp.com

9. Disclaimers

THE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

We do not warrant that the App will be uninterrupted, error-free, or free of viruses or other harmful components. We do not warrant that the App will meet your specific requirements. Spuddle is an educational tool designed to improve Microsoft Excel skills. We make no guarantee that use of the App will result in specific career outcomes, employment, or skill certifications.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPUDDLER'S TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE APP SHALL BE LIMITED TO THE TOTAL AMOUNT YOU PAID TO SPUDDLER IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL SPUDDLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR GOODWILL, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing in these Terms limits or excludes our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded by law.

Consumers in the EU retain statutory rights that these Terms do not affect.

11. Dispute Resolution

11.1 Informal Negotiations

Before initiating any formal dispute proceedings, you agree to first contact us at info@spuddleapp.com and attempt to resolve the dispute informally. We will make reasonable efforts to resolve the matter within 30 days of receiving your notice.

11.2 Arbitration

If a dispute cannot be resolved informally within 30 days, it shall be referred to and finally resolved by binding arbitration in Copenhagen, Denmark, conducted in the English language. The arbitration shall be administered in accordance with the rules of the Danish Institute of Arbitration (DIA).

Nothing in this clause prevents either party from seeking urgent injunctive or other equitable relief from a court of competent jurisdiction.

11.3 EU Users

If you are a consumer located in the EU, you may also submit a complaint to the European Commission's Online Dispute Resolution platform at <https://ec.europa.eu/consumers/odr>. You retain the right to bring proceedings in the courts of the EU member state where you are habitually resident.

12. Governing Law

These Terms are governed by and construed in accordance with the laws of Denmark, without regard to its conflict of law principles. Where mandatory consumer protection laws of your country of residence apply, those laws shall not be displaced by this clause.

13. Changes to These Terms

We reserve the right to modify these Terms at any time. Where changes are material, we will provide at least 30 days' notice via the App or by email before the changes take effect. Your continued use of the App after the effective date of any changes constitutes your acceptance of the updated Terms.

If you do not agree to the updated Terms, you must stop using the App and cancel your subscription before the effective date.

14. Termination

We may suspend or terminate your account and access to the App at any time if we reasonably believe you have violated these Terms, without prejudice to any other rights or remedies available to us.

You may terminate your account at any time by contacting us at info@spuddleapp.com. Upon termination, your licence to use the App will cease and your data will be handled in accordance with our Privacy Policy.

Sections 6, 7, 9, 10, 11, and 12 of these Terms survive termination.

15. General

Entire Agreement: These Terms, together with our Privacy Policy, constitute the entire agreement between you and Spuddle regarding your use of the App and supersede all prior agreements.

- Severability: If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in full force and effect.
- Waiver: Our failure to enforce any provision of these Terms shall not constitute a waiver of our right to enforce that provision in the future.

- Assignment: We may assign our rights and obligations under these Terms to a successor entity in connection with a merger, acquisition, or sale of assets. You may not assign your rights under these Terms without our prior written consent.
- Language: These Terms are written in English. Any translated versions are provided for convenience only; the English version shall prevail in the event of any conflict.

16. Contact Us

For questions about these Terms, please contact:

Spuddle ApS

Torvegade 25, 1400 Copenhagen K, Denmark

Email: info@spuddleapp.com

Contact form: <https://www.spuddleapp.com/contact/>