

EigenScore Terms of Service

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1. Scope and operator

These Terms of Service ("Terms") govern the use of the EigenScore platform at www.eigenscore.com (the "Platform"), operated by David Zwetzich, c/o IP-Management #11658, Ludwig-Erhard-Straße 18, 20459 Hamburg, Germany ("we", "us", the "Operator"; contact: contact@eigenscore.com).

The Platform is a competitive programming and quantitative problem-solving service offering problems, rated contests, ratings and leaderboards. Use of the Platform is currently free of charge. The Platform is provided in an early access ("beta") stage.

By creating an account, you enter into a user agreement with the Operator on the basis of these Terms. Terms or conditions of your own that deviate from these Terms do not apply.

Our single point of contact for users, and for authorities of the Member States, the European Commission and the European Board for Digital Services (Articles 11 and 12 of Regulation (EU) 2022/2065, Digital Services Act), is contact@eigenscore.com; you may also use the contact form at eigenscore.com/contact. Communication is possible in English and German.

2. Eligibility and account

You must be at least 16 years old to create an account and use the Platform. By registering, you confirm that you meet this requirement.

Each person may hold only one account. You must provide accurate information during registration and keep it up to date. Your account is personal: you may not share it with others, transfer it, or use another person's account. You are responsible for keeping your login credentials secure and for activity that occurs through your account, unless the activity results from circumstances you are not responsible for.

Your username must not infringe the rights of others (in particular name, trademark or personality rights), must not impersonate another person, and must not be offensive, discriminatory or otherwise unlawful.

3. Conclusion of the agreement, contract text and language

The user agreement is concluded as follows: (1) you sign in with an e-mail address or a supported third-party identity provider through our sign-in service; (2) you choose a username; (3) you confirm that you have read and accept these Terms and have taken note of the Privacy Policy; (4) you complete registration by submitting the form. Your submission is your offer to conclude the user agreement; we accept it by creating your account, which you can see immediately on the Platform. Until you submit the form you can review and correct all entries in the input fields; afterwards, your username can be changed in your account settings.

The text of the agreement consists of these Terms. We store the version of the Terms that you accepted together with your account. The current Terms are available at any time at eigenscore.com/terms and can be retrieved and saved in reproducible form as a PDF file at eigenscore.com/static/legal/eigenscore-terms-of-service.pdf. We recommend that you save a copy.

The language available for the conclusion of the agreement is English.

4. The service

We provide the Platform's features — including problems, contests, automatic evaluation of submissions, ratings and leaderboards — as available in the current beta stage. We are continuously developing the Platform and may modify, add or discontinue individual features, provided this is reasonable for you taking

into account our and your interests; your statutory rights in case of such changes remain unaffected.

As a free service in beta stage, the Platform is provided without any guaranteed availability, and there is no entitlement to uninterrupted or error-free operation. Maintenance, updates and technical circumstances may lead to temporary restrictions or interruptions. Section 10 (Liability) remains unaffected.

5. Submissions and license

When you submit source code or other solutions ("Submissions"), you retain all rights in your Submissions. You grant us a non-exclusive, worldwide, royalty-free license to store, reproduce, execute, analyze and process your Submissions to the extent necessary to operate the Platform — in particular to evaluate them automatically in a sandbox environment against test data, to compute scores, results and ratings, to check compliance with contest rules (including comparison of Submissions for the purpose of detecting cheating), to display results to you, and to create aggregate, anonymized statistics. This license ends when your Submissions are deleted, except for anonymized results already computed from them (see Section 8).

Submissions are visible only to you and to us; they are not published or shown to other users. Details on data handling are set out in the Privacy Policy.

You warrant that you hold the rights required to grant the above license and that your Submissions do not infringe third-party rights. You may not submit content whose mere storage or processing is unlawful.

6. Contests and contest integrity

Participation in contests requires registration for the respective contest. The contest page states the schedule and any contest-specific rules; these contest-specific rules are part of the agreement for that contest and may, in particular, restrict permitted solution techniques or tools. Fair competition is the core of the Platform. During a contest in which you participate, you must not:

- (a) collaborate with others, share, receive or use solutions, partial solutions or solution-relevant information relating to the contest problems, unless the contest rules expressly allow it;
- (b) participate with, or make use of, more than one account, or have another person participate on your behalf;
- (c) attempt to obtain access to hidden test data, reference solutions or other non-public evaluation information;
- (d) interfere with, probe, overload or attack the evaluation infrastructure or the Platform, or attempt to influence scoring or ratings other than through the quality of your own Submissions;
- (e) violate the contest-specific rules published for the contest.

Obvious technical errors in scoring, results or rating calculation may be corrected by us even after a contest has ended; affected users will be informed of material corrections.

7. Prohibited conduct, reports of unlawful content, and enforcement

In addition to Section 6, you must not, anywhere on the Platform: (a) use the Platform to violate applicable law or the rights of third parties; (b) introduce malicious code, or exploit or probe security vulnerabilities (except within the intended functionality of solving the published problems); (c) read out, scrape or systematically extract content or data of the Platform beyond normal use; (d) place unlawful, offensive or discriminatory content in any user-provided field (in particular usernames and profile pictures).

If you believe that content on the Platform provided by a user — such as a username or profile picture — is unlawful, you can report it to contact@eigenscore.com or via the contact form, describing the content, where it can be found and why you consider it unlawful. We review such reports promptly, diligently and without discrimination, and inform the reporting person of our decision. Where we remove or restrict

content or accounts, we inform the affected user of the measure and its reasons.

If there are objective indications that you have violated these Terms, in particular Sections 6 and 7, we may take measures at our reasonable discretion, taking into account the severity of the violation and your legitimate interests. Measures may include: a warning; invalidation of affected Submissions; disqualification from a contest; correction or voiding of affected results and rating changes (including for completed contests); removal of content; temporary suspension of your account; and, in case of serious or repeated violations, permanent exclusion from the Platform and termination of the user agreement for cause. We will inform you of measures taken against you, stating the reason. Your right to demonstrate that the indications are unfounded, and both parties' statutory rights, remain unaffected. We do not use automated tools to make these decisions.

8. Ratings and results

Ratings are computed by the Platform from contest results according to the rating system in effect from time to time. Ratings are a service feature, not a certified assessment; there is no entitlement to a particular rating or to a particular rating methodology. We may develop the rating methodology further; recalculations are limited to what is technically or mathematically necessary and will not be used to disadvantage individual users arbitrarily.

Results and standings of completed contests are final, subject to corrections under Sections 6 and 7, and remain published. If your account is deleted, your entries in past results, standings and rating histories are retained in anonymized form (without your username and without reference to you), because completed standings and other participants' rating calculations depend on them. Details are set out in the Privacy Policy.

9. Platform content

The content of the Platform — in particular problem statements, test data, reference solutions, scoring and evaluation code, editorial texts, the rating methodology and the Platform software — is protected by copyright and related rights in favor of the Operator or the respective rights holders. Nothing in these Terms transfers any of these rights to you.

You may use this content only for participating in the Platform and for your personal, non-commercial practice. In particular, you may not, without our prior written consent: (a) reproduce, republish or distribute problem statements, test data or evaluation code, or make them available to third parties, in whole or in substantial part; (b) compile Platform content into a collection, data set or archive, or use it to build, train, fine-tune, evaluate or benchmark machine-learning models or automated solving systems; (c) use Platform content to provide or support a competing service; (d) remove or obscure copyright or source notices.

We welcome learning in public. After the end of the respective contest (or at any time for problems outside contests), you may discuss problems and publish your own solutions, explanations and commentary, including on your personal website or blog, provided that you identify the problem by its title and a link to the Platform, do not reproduce the full problem statement or any hidden test data, and do not present the problem as your own work. Quoting short excerpts of a statement to the extent necessary for such discussion is permitted.

10. Liability

We are liable without limitation for damage caused by intent or gross negligence, for injury to life, body or health, under the German Product Liability Act (Produkthaftungsgesetz), and to the extent we have assumed a guarantee.

In cases of slight negligence, we are liable only for the breach of essential contractual obligations — obligations whose fulfillment is a prerequisite for the proper performance of the agreement and on whose fulfillment you may regularly rely — and only up to the amount of the foreseeable damage typical for this type of agreement.

Any further liability is excluded. The above limitations also apply in favor of our legal representatives and agents.

11. Term and termination

The user agreement runs for an indefinite period. You may terminate it at any time without notice by requesting the deletion of your account (see the Privacy Policy for the deletion procedure). We may terminate the user agreement with two weeks' notice; the right of both parties to terminate for cause without notice remains unaffected. Section 8 applies to results and ratings after termination.

12. Changes to these Terms

We may amend these Terms with effect for the future if the amendment is necessary due to changes in the law, case law, or the functionality or further development of the Platform. We will notify you of amendments in an appropriate form (in particular by e-mail or a notice on the Platform) at least 30 days before they take effect, highlighting the changes.

Amendments that materially affect the contractual balance to your disadvantage require your consent; we may make your continued use of the Platform dependent on this consent. For other amendments, you may object before the effective date; if you object, we may terminate the user agreement in accordance with Section 11.

13. Final provisions

These Terms and the user agreement are governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). If you are a consumer with habitual residence outside Germany, mandatory consumer protection provisions of the law of your country of residence remain unaffected by this choice of law.

If you are a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with these Terms is Hamburg, Germany. For consumers, the statutory places of jurisdiction apply.

We are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board (§ 36 VSBG).

Should individual provisions of these Terms be or become invalid, the validity of the remaining provisions remains unaffected; the statutory provisions apply in place of the invalid provision.