

## Queen Digital Entertainment Terms of Service

Last updated: 11 September 2024

These are the (legally binding) terms and conditions (“**Terms**”) for Queen’s games and services. In particular, please be aware of the following:

- (a) **Rules.** There are rules regarding what you can and cannot do with our games and services – and consequences if you don’t follow them. For example, you can be banned for inappropriate behaviour and may lose access to our games / services (including any in-game purchases). Please see section 3.1. for full details.
- (b) **Disputes.** There are certain restrictions on liability and rules on dispute resolution – please see sections 6 and 7.
- (c) **Changes.** There are situations where we may need to change these terms, or our games and services. We detail this in section 1.3.
- (d) **Contact.** If you’ve got a question or concern, please email us at [help@qdestudio.com](mailto:help@qdestudio.com).

### 1. ABOUT THESE TERMS

1.1. **Who are these terms with?** QDE Studio AB based in Sweden at Luntmakargatan 34 111 37, Stockholm, SE (“**QDE**”).

1.2. **What do these Terms apply to?** It applies to our game Pet Panic as well as our website (<https://qdestudio.com/>) and any other products and services we may offer in the future (including any Virtual Items, as described in section 4). We call these the “**QDE Services**”.

1.3. **What happens if we make a change to the Terms and/or the QDE Services?**

- (a) We may make changes to the QDE Services and/or the Terms for a variety of reasons, such as: (i) to reflect changes in applicable laws or regulations; (ii) to adapt to developments in technology (including around security); (iii) to adapt to changes in market conditions, business practice or player behaviour; (iv) due to licensing changes; and (v) for your benefit or advantage.
- (b) For small changes to the Terms, we will make the amended version available on the QDE Services. For significant changes to the Terms, these will be notified to you reasonably in advance where we can. Changes will come into effect as soon as they go live (in the case of small changes) or following the expiry of the notice period (if they are significant). If you do not agree to the amended Terms, you may not continue to access the QDE Services.
- (c) In the unlikely event we suspend or permanently discontinue a QDE Service, we will notify you in advance and, where appropriate, you may be entitled to a partial or full refund.

### 2. USING THE QDE SERVICES

2.1. **Are there any age restrictions?** You must be at least 13 years old to use the QDE Services. If you are between 13 and 18 years old (although this may be different depending on the age of adulthood in your country), please ask your parent or guardian to review and approve these Terms and to supervise your use of the QDE Services.

2.2. **Are there any technical requirements?** Some QDE Services will have minimum requirements, such as type of device or require an internet connection. This information should be set out on the relevant app store page, however it is your responsibility to ensure you meet any requirements before downloading or accessing the QDE Services. We may have to patch or update the QDE Services over time, which may result in mandatory or automatic updates (meaning that older versions may become unstable or unusable as a result). We may also stop supporting older devices/platforms over time.

2.3. **Will we launch any QDE services early or in beta?** Yes, we may release some QDE Services before their full commercial release (sometimes referred to as 'beta' or 'soft launch') in order to test features and their performance. Please remember that these versions might contain bugs or errors, and we might have to add or remove features. There may also be progress resets (including for Virtual Items). We might also set other requirements, but these will be notified to you.

2.4. **Can you access or connect to the QDE Services via a third party?** It may be possible to connect to the QDE Services via third party log-ins (such as but not limited to Apple, Google or Facebook). It may also be possible to view third-party content (e.g. if shared by another player) – we recommend you exercise caution when accessing third-party content.

### 3. RULES FOR USING THE QDE SERVICES

3.1. **What rules do we have in place for the QDE Services?** We have rules in place to protect our players, staff, QDE Services and QDE itself. Please read these rules carefully, since failure to follow them will be considered a serious breach of these Terms and could lead to your limitation, suspension or cancellation (temporary or permanent) of your access to the QDE Services.

- (a) Personal enjoyment only. You must not use the QDE Services for any commercial purposes (including posting commercial advertisements, spam or unsolicited messages via the QDE Services).
- (b) Restricted access. You must not attempt to copy, rent, steal, sell, distribute, publish, lend, lease, sub-license or publicly display the QDE Services (including any Virtual Items).
- (c) Technical misuse. You must not modify, merge, translate, distribute, reverse engineer, decompile or attempt to obtain or use source code of the QDE Services (unless you are specifically allowed to by applicable law).
- (d) Cheating. You must not create, use, make available and/or distribute cheats, hacks, exploits, automation software, spyware, bots or any other software that interacts with or affects the QDE Services in any way.
- (e) Interference. You must not interfere with, hack, harm or misuse the QDE Services, including attempt to gain unauthorised access to the servers or networks connected to the QDE Services.
- (f) Infringing content. You must not do anything in connection with the QDE Services which infringes any copyright, trade mark, patent, trade secret, privacy, publicity, or other right of QDE or other parties.
- (g) Conduct. You must not do, say or share anything which is illegal, harassing, threatening, abusive, discriminatory, defamatory, obscene, offensive or invades the privacy of another person. QDE reserves the right to monitor the content of what you share in the QDE Services (including via any chat functionality).

3.2. **How do we enforce our rules?** We may use a combination of automated means and human review in order to enforce our rules. If you have any concerns or would like to appeal any sanction we have applied, please contact us at [help@qdestudio.com](mailto:help@qdestudio.com).

### 4. VIRTUAL ITEMS

4.1. **Do we offer Virtual Items?** Yes, certain QDE Services may let you purchase, earn or otherwise obtain virtual, in-game digital items (including cosmetic and in-game enhancements). We call these "Virtual Items".

4.2. **What can you do with Virtual Items?** Virtual Items are digital items that can be used in-game. They have no cash value or real-world existence and they cannot be sold, gifted, transferred, traded or redeemed in any way. In legal terms, you receive a limited, revocable, non-exclusive, non-assignable, non-transferable and non-sub-licensable license to use Virtual Items solely for your personal and non-commercial use in the relevant QDE Service. QDE remains the legal owner of all Virtual Items.

**4.3. Will these Virtual Items be revoked, expire or change?** Virtual Items do not generally expire (unless otherwise stated). QDE is entitled to revoke (without notice or compensation) any Virtual Items that have been obtained by way of bug, hack, breach or other exploit of the QDE Services. We are also entitled to manage, regulate, control, vary, modify, discontinue and/or remove Virtual Items at our reasonable discretion if we consider that it is necessary for the ongoing operation or protection of the QDE Services (including for business, legal or technical reasons).

**4.4. Can I get a refund for purchases of Virtual Items?** Your refund rights will depend on the terms of the applicable device/platform on which you access the QDE Services on. However, in relation to QDE:

- (a) If you are resident in the European Union or United Kingdom: by law you have the right to withdraw from a purchase of Virtual Items within 14 days of your purchase, without giving a reason. However, when you make a purchase, the relevant platform will obtain your consent to the immediate supply of the Virtual Items, and your acknowledgment that you will lose your right of withdrawal when you are provided with access to the relevant Virtual Items. You may also have statutory refund (and other) rights if we supply you Virtual Items which are in breach of our statutory obligations (e.g. it's not fit for purpose or not as described).
- (b) If you are resident outside the European Union or United Kingdom (including the USA): all purchases are final and no refund will be made or returns accepted (except where you have a legal entitlement to this, if applicable).

## 5. OWNERSHIP

**5.1. Who owns the QDE Services?** We own or license the QDE Services in their entirety (e.g. the art, user interface, characters, story, items, music, code, look and feel, game mechanics, gameplay, audio, video, text, databases, data and all other content, intellectual property and other exploitation rights), including any changes, improvements or updates we might make. You have the personal right to use the QDE Services – so you cannot give, sell, lend, gift, transfer or sub-license it to someone else. Legally speaking, we give you a personal, limited, revocable, non-exclusive, non-transferable and non-assignable, non-sub-licensable license to display, view, download, install, play and use the QDE Services on authorised devices and platforms. All rights in the QDE Services are reserved to QDE, except as otherwise set out in these Terms.

**5.2. What is our position on user-generated content?** We are happy for you to make fan content about the QDE Services (such as fan art or fan videos) (“UGC”) but it should not be commercialised. All UGC should comply with these Terms and are solely your responsibility. If you have any questions about UGC, please email us at [help@qdestudio.com](mailto:help@qdestudio.com).

## 6. LIABILITY

**6.1. In what situations are we responsible or liable to you?** There are certain situations where we will be responsible or liable for losses or damages you suffer. These are as follows:

- (a) Where it would be unlawful: We do not exclude or limit our liability to you where it would be unlawful to do so, this includes: (i) death or personal injury caused by our negligence (or the negligence of our employees, agents or subcontractors); (ii) breach of your legal rights; (iii) fraud or fraudulent misrepresentation; and (iv) for defective products.
- (b) For personal losses: We only supply the QDE Services for domestic and private use. If you use the QDE Services for any commercial, business or re-sale purposes we will have no liability to you for any loss of profits, loss of business, business interruption or loss of business opportunity.

6.2. **What is our maximum liability to you?** Subject to section 6.1. above, the total liability of QDE (and its group companies) arising out of or in connection with these Terms will not exceed the total amount you have paid to us under these Terms during the twelve (12) months immediately prior to the event which caused the liability.

## 7. DISPUTES

7.1. **What happens if we have a dispute with each other?** We and you both agree to make reasonable and good faith efforts to resolve any dispute between us informally. Normally, we would suggest that this dispute resolution period lasts 30 days unless exceptional circumstances exist. You and we have the legal right to commence legal claims against each other if we consider it necessary. If you bring a legal claim against QDE, you should send it to [help@qdestudio.com](mailto:help@qdestudio.com).

7.2. **Where can you bring a claim?** You and we agree that your use of the QDE Services and these Terms (and any issues arising out of them) will be governed by and interpreted in accordance with the laws of Sweden, and any dispute regarding it will be under the jurisdiction of the courts of Sweden. This does not exclude any mandatorily applicable rules or remedies which would be available to you in legal claim brought under the laws of your country of residence.

7.3. **Does QDE use the EU Online Dispute Resolution platform?** In the event that disputes or claims arise between businesses and consumers, the European Commission provides a platform to facilitate finding an out-of-court resolution, which is available here: <https://ec.europa.eu/consumers/odr>. QDE is not obligated to and nor does it intend to participate in this or any other process of online dispute resolution.

## 8. OTHER LEGAL MATTERS

8.1. We can assign, subcontract or transfer these Terms to a third party or another member of our group (as part of any reorganisation or merger or for other business reasons), provided that this does not affect your legal rights (or with your consent).

8.2. These Terms governs our relationship with you (and vice versa). It does not create rights for anyone else.

8.3. If any part of these Terms is found not to be legally enforceable, this will not affect any other part of it.

8.4. If you would like to know about our personal data practices, please review our Privacy Policy at: <https://qdestudio.com/pp>