

# TERMS AND CONDITIONS OF QUGATO

Last updated on Monday, 16 September 2024.

*Please note: Our General Terms and Conditions are drawn up in Dutch and follow Dutch law. This is a translated version of our Terms and Conditions. If this translated version inadvertently differs from the Dutch version, the Dutch version is decisive.*

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## 1. Definitions

The following definitions have the same meaning whether they appear in the singular or plural.

- **Qugato / We / Us:** The company Qugato, located at Kikkerbeet 21, 3824 WS Amersfoort, and registered with the Dutch Chamber of Commerce under number 89899660.
- **Terms and Conditions:** The applicable conditions of Qugato that apply to the Agreement.
- **Agreement:** The agreement between Qugato and the User or Client regarding the provision of services as laid out in these Terms and Conditions.
- **Services:** The interactive Games, Events, and all other services that Qugato offers to its Users via the App, Website, or other Channels.
- **Offer:** The Services offered by Qugato via the Website, email, quotation, or other Channels.
- **Game / App:** The interactive games made available by Qugato to be installed on the User's device.
- **Website:** The Qugato website: <https://qugato.com>.
- **Channels:** All places where Qugato communicates, including but not limited to: the Website, App, social media, offline advertising, etc.
- **Content:** All information and materials published by Qugato on our Website, App, or other Channel, including photos, texts, and videos.
- **User:** The natural person or entity using the website, app, games, and/or content provided by Qugato or purchasing these.
- **Participants:** The natural persons actively participating in a Game or Event via the App or other Services of Qugato.
- **Client:** The person or entity who books a Service for a group. Where "User" is referred to in these Terms and Conditions, it also includes "Client."
- **Ticket:** Login details to play a Game.
- **Booking:** The agreement between the User or Client and Qugato where the User or Client purchases a Service and makes payment for it.
- **Event:** The agreed-upon date on which the Game is played.

- **Personal Data:** All information that can be used to identify an individual, such as name, address, email address, phone number, etc.
- **Privacy Policy:** The rules and procedures regarding the collection, use, and protection of User's personal data.
- **Consent:** The User's explicit approval.
- **Right of Withdrawal:** The option for the User to cancel the agreement within the cooling-off period.
- **Cooling-off period:** The period during which the User can exercise their right of withdrawal.
- **Day:** A calendar day.
- **Force Majeure:** Unforeseen circumstances beyond the control of Qugato that hinder the use of our Website, App, or other Channels.
- **Data Usage:** The use of mobile internet by the User during the use of the App.
- **Mobile Internet / Mobile Data Connection:** The internet connection provided via a mobile network.

## 2. Identity and Contact Details

Qugato is registered in the Netherlands with the Chamber of Commerce in Amersfoort.

Qugato  
Kikkerbeet 21  
3824 WS Amersfoort  
Netherlands

CoC number: 89899660  
VAT number: NL865146652B01

You can reach us via email at [hello@qugato.com](mailto:hello@qugato.com). Please refer to our contact page for our other current contact information.

## 3. General Provisions

- These Terms and Conditions are governed by Dutch law.
- If any provision of these Terms and Conditions is or becomes wholly or partially invalid, the Agreement and these Terms and Conditions will remain in effect. The invalid provision will be replaced immediately by a provision that most closely approximates the original intent.
- Qugato reserves the right to amend these Terms and Conditions at any time. Amended terms come into effect upon publication.
- Qugato will inform the User in good time about any changes to the Terms and Conditions. If the User does not object to the validity of the new Terms and Conditions within six (6) weeks after receiving the notification, the amended terms are considered accepted by the User.
- Situations not covered by these Terms and Conditions will be assessed in the spirit of these Terms and Conditions.

## 4. Terms of Use

- By purchasing a Game and/or using the App, the User agrees to these Terms and Conditions.
- The User is responsible for the proper and confidential use of the App and the content offered therein.
- All intellectual property rights relating to the Channels and Content belong to Qugato.
- Users may only use the Content for personal, non-commercial purposes.
- Qugato is not liable for incorrect navigation, incorrect route information, or other consequences of using the App.
- The User is responsible for having a compatible smartphone with sufficient battery life and an internet connection to use the App.
- Qugato does not guarantee that the App will function flawlessly on all devices or under all circumstances.
- The User is fully responsible for managing their mobile data connection and the associated Data Usage during the use of the App.
- Qugato accepts no liability for any costs, damages, or consequences resulting from the User's Data Usage, including but not limited to Data Usage, roaming charges, or other related costs. The User is advised to monitor their mobile data usage and, if necessary, take appropriate measures, such as using Wi-Fi connections to avoid unexpected costs.
- To play the Games, the User receives login credentials to access the booked game. The gameplay record, which includes the team name, player name, score, and time, are stored to display on the ranking board on our Channels. Qugato does not use this information to identify or contact the User.
- By submitting content such as photos, reviews, or comments via our Channels, the User grants Qugato a non-exclusive, worldwide, royalty-free, transferable, and sub-licensable licence to use, copy, modify, publish, distribute, and display this content in connection with our Services and marketing activities. The User retains ownership of the content they provide, but grants Qugato this licence for as long as the content is available on our Channels or forms part of our Services. Qugato reserves the right to use or remove submitted content at its discretion.

- The User may request the removal of their gameplay record or withdraw their consent for the use of content by contacting Qugato via [hello@qugato.com](mailto:hello@qugato.com). Upon such a request, Qugato will remove the gameplay record and/or content from its Channels and database within a reasonable period.
- Users who post content on our Channels, such as reviews, photos, or comments, must adhere to the following guidelines:
  - The content must not contain offensive, discriminatory, illegal, or inappropriate material.
  - The content must not infringe the intellectual property rights of third parties.
 Qugato reserves the right to remove content that violates these guidelines without prior notice.
- The User must behave respectfully and courteously towards other users, bystanders, and property in public spaces. Qugato reserves the right to deny access to its Channels and Services to Users who exhibit misconduct.

## 5. Safety and Liability

- The User is required to comply with all applicable traffic regulations, safety rules, and other laws and regulations in public spaces where the Game takes place. This includes both local laws and regulations concerning behaviour in traffic.
- Qugato is not responsible for personal injury, property damage, loss, theft, or other accidents during the use of the App or participation in the Games. Users are advised to safeguard their personal belongings.
- Qugato is not liable for fines, penalties, or other legal consequences arising from the User's behaviour during the use of the App or participation in the Games.
- In case of emergencies, the User must immediately contact the relevant emergency services. Qugato is not liable for any damage or injury resulting from emergencies or accidents occurring during the Game.
- The User is responsible for following the correct route and should always check the accessibility of the location when using the Game. If the route passes through a blocked area or accidentally crosses private property, it is the User's responsibility to choose alternative paths. Entering private property, inaccessible or restricted areas without permission is strictly prohibited, regardless of whether the App or route indicates otherwise.
- Qugato cannot be held liable for any fines, damages, or other legal consequences arising from the User entering prohibited or private property.
- In no event shall Qugato be liable for any direct, indirect, incidental, consequential, special, or other damages or losses, including but not limited to property damage, loss of data, loss of profits, or interruptions in business operations resulting from the use of the Website, App, or other Channels or the information provided therein.
- Qugato is not liable for any failure due to force majeure, including but not limited to natural disasters, strikes, technical malfunctions, or other unforeseen circumstances.

## 6. Privacy and Data Protection

- Qugato respects the privacy of Users and processes personal data in accordance with applicable privacy legislation.
- Qugato's Privacy Policy is available on the Website and is an integral part of these Terms and Conditions.
- Users are encouraged to provide feedback on the Channels. Qugato reserves the right to use feedback for marketing purposes unless the User explicitly states otherwise.
- Qugato processes the electronically provided information of the User for the use of the Qugato app. In line with this, Qugato only shares data with third parties in the context of facilitating the Games in the App.
- By agreeing to these Terms and Conditions, the User grants Qugato permission to use their personal data for the performance of our Services. This includes processing personal data to contact the User, for administrative purposes, providing support, handling payments, and granting access to our Services. This processing of personal data is necessary for the performance of the agreement between Qugato and the User.
- In addition to processing personal data for the performance of Services, Qugato may also use the User's personal data for marketing purposes, such as sending newsletters, offers, and information tailored to the User's personal preferences. This will only be done based on the User's explicit consent. Users always have the option to withdraw consent for receiving marketing communication by contacting Qugato or unsubscribing via the link in the emails.
- Users have the right to access, correct, delete, or restrict the processing of their personal data at any time in accordance with the GDPR.
- Users have the right to object to the processing of their data and the right to data portability, meaning they can receive their personal data in a structured, commonly used, and machine-readable format or have it transferred to another controller.
- The User can withdraw their consent for the processing of their personal data against Qugato at any time by sending an email to [hello@qugato.com](mailto:hello@qugato.com).

## 7. Purchase and Payment

- The prices stated in the Offer are inclusive of VAT unless explicitly stated otherwise.
- All prices are subject to typing, printing, and setting errors. Qugato accepts no liability for the consequences of such errors and is not obligated to provide the Service or Offer at the incorrect price in the event of typing, printing, and setting errors.
- Qugato reserves the right to change the prices of the Service or Offer at any time.

- Unless otherwise agreed, the User must pay for the Service at the time of purchase.
- Payment of the amount's due is required before the start of the purchased Games.
- It is the responsibility of the User to immediately report any inaccuracies in the provided or entered payment details to Qugato.
- In the event of non-payment by the User, Qugato is entitled, subject to statutory restrictions, to charge reasonable costs, including but not limited to collection fees and administrative costs.
- The Games contain a complete and accurate description. The description is sufficiently detailed to allow the User to make a proper assessment of the Game. Apparent mistakes or errors in these descriptions are not binding on Qugato.
- All descriptions and images of the Games are indicative and cannot give rise to compensation or cancellation of the purchase.
- Qugato collaborates with external service providers and resellers for the sale and execution of certain Games and Tickets. The User understands and agrees that the purchase of Tickets through external parties constitutes an agreement between the User and the relevant service provider or reseller. Qugato is not liable for errors, delays, shortcomings, or disputes related to the delivery, payment, validity, or other issues related to these external Tickets. In the event of changes, cancellations, or other unforeseen circumstances regarding external Tickets, the User must contact the relevant service provider or reseller for appropriate solutions and instructions. Qugato is solely responsible for the Services directly provided by us.

## 8. Cancellation and Refund

- The User has the right to cancel any purchase within the first fourteen (14) days from the Day on which a Game was purchased.
- The User can exercise the Right of Withdrawal by sending an email to Qugato's customer service via [hello@qugato.com](mailto:hello@qugato.com).
- The User is entitled to the Right of Withdrawal when the request for cancellation is made within fourteen (14) days after the purchase of the Game. This also applies if the request is processed outside this period.
- The User does not need to provide a reason for cancelling the purchase.
- If the User does not notify Qugato of their intention to exercise the Right of Withdrawal within fourteen (14) days of purchase, the sale is considered final.
- The Right of Withdrawal expires when the User has started the Game.
- In the event of a valid cancellation, Qugato will refund the amount due as soon as possible, but no later than 14 days after receipt of the cancellation request. Refunds will be made using the same payment method as the original transaction unless otherwise agreed.
- Any costs associated with the cancellation of a purchase, including but not limited to transaction fees, are the responsibility of the User. Qugato may deduct these costs from the amount to be refunded.
- Qugato reserves the right to cancel the Games or Services in the event of force majeure or other unforeseen circumstances beyond our control. In the event of cancellation by Qugato, the User will be notified as soon as possible, and, if applicable, a full refund will be provided or an alternative date offered.

## 9. Complaints and Disputes

- Agreements between Qugato and the User, to which these Terms and Conditions apply, are exclusively governed by Dutch law, even if the User resides outside the Netherlands.
- Any complaints about the use of the App or Services must be submitted fully and clearly described within a period of 2 months after the User has discovered the defects. This can be done via [hello@qugato.com](mailto:hello@qugato.com).
- Qugato will respond to received complaints within 14 days of receipt. If a complaint requires foreseeably longer processing time, the User will receive a confirmation of receipt within the same period, including an indication of when a more detailed response can be expected.
- If a complaint cannot be resolved by mutual agreement, a dispute will arise that will be submitted to the competent court in Utrecht, the Netherlands. Disputes can also be submitted via the European Online Dispute Resolution (ODR) platform, available for consumers within the European Union.
  - For Users residing in a member state of the European Union, disputes can also be submitted to the court in the country where the User resides in accordance with European Regulation (EU) No. 1215/2012.
  - For Users outside the European Union, disputes will be exclusively handled by the competent court in Utrecht, the Netherlands, unless otherwise provided by mandatory provisions of the country where the User resides or by international treaties.

## 10. Maintenance and Force Majeure

- All efforts are made to keep the Website and App running smoothly and without issues. However, we accept no responsibility and are not liable for the temporary unavailability of the Website or App due to technical problems beyond our control.

- Qugato reserves the right to interrupt or terminate access to the Website and App at any time, for example, for maintenance or updates. In the event of interruptions, Qugato will make reasonable efforts to notify the User.
- Qugato does everything possible to make the Website, App, and any other part of it safely accessible. The User is responsible for securing their phone, laptop, or other device used to access the App, Website, Channels, or any other part of Qugato.
- Qugato is not liable for any direct, indirect, incidental, special, or consequential damages, including loss of profit, loss of data, or damage due to business interruptions resulting from technical problems, interruptions, the unavailability of the App, or the inability to use our Services. Our liability is limited to the amount the User has paid for the relevant Game or Service.
- In the event of technical malfunctions with the App or Website that prevent the User from playing the Game, Qugato will make reasonable efforts to resolve the malfunction. If the malfunction lasts longer than 24 hours, and it proves impossible to complete the Game within a reasonable period, the User may be entitled to a refund of the paid amount or a voucher for an alternative date of the User's choice.
- Unless otherwise agreed, the User may send all notices to Qugato by email. Qugato can send notices to the User to the email address the User has provided as their current contact address in their account.

## **11. Content, Disclaimer and Copyright**

### **11.1 General**

- The Content on the Website, App, and other Channels is collected from various sources and is provided for informational purposes or to offer our Games. We strive to keep the Content as accurate and up-to-date as possible but do not guarantee that all Content is complete, accurate, or up-to-date. The use of this Content is entirely at the User's own risk.
- The storylines of our Games are entirely fictional and intended solely for entertainment. Any resemblance to real persons, locations, or events is purely coincidental. The Games are designed for recreational use, and the Content within the Games is not intended to be considered factually accurate.
- Qugato strives for accuracy in the Content on the Channels but cannot guarantee that all information is up-to-date. Users are encouraged to report inaccuracies for improvement. Qugato aims to correct errors on our Channels after notification.
- Qugato makes no promises, guarantees, or warranties (express or implied) regarding the Channels, Content, or any part thereof.
- Do you believe there is incorrect Content on our Channels, a link to an external website should be removed, or do you have another comment? Please contact us at [hello@qugato.com](mailto:hello@qugato.com). We strive to correct inaccuracies as soon as possible.

### **11.2 Copyright**

- All Content on our Channels is copyright protected and owned by Qugato unless otherwise stated. It is not permitted to copy, reproduce, distribute, or use this Content in any other way without prior written permission.
- Some of the Content used on our Channels may come from external sources. We have only used Content created by us, obtained royalty-free, or used with the permission of the rightful owner. If you believe your texts, images, videos, or other content has been used without proper permission or if you are the rights holder of the content we are using and want it removed, please contact us at [hello@qugato.com](mailto:hello@qugato.com). We will verify your request as soon as possible and, if necessary, take action to correct the situation.

### **11.3 Diversity and Non-Discrimination Policy**

- At Qugato, we are committed to fostering diversity, inclusivity, and equality within all our Games, Content, and Services.
- The characters within our city games represent a wide range of backgrounds, skin colours, and cultures. The assignment of roles, including that of the criminal, is entirely random and not based on any ethnic, racial, or cultural characteristics. We believe in creating an immersive and fair experience for all Users, regardless of gender, race, ethnicity, religion, or background.
- Qugato does not tolerate any form of racism, discrimination, or prejudice, whether in-game or in interactions between Users. Our commitment to diversity extends to all aspects of our Games and Content, and we strive to ensure that all Users feel welcome and respected. If any User experiences or witnesses inappropriate behaviour, we encourage them to report it to us immediately so that appropriate action can be taken.

### **11.4 External Links and Affiliate Marketing**

- Qugato works with third parties (publishers) via affiliate marketing programs. These publishers may publish content and share links to our products and services. When users make purchases through these links, the publisher may receive a commission. This does not affect the price that the User pays for the Game or Service but helps us cover the costs of maintaining our Channels.
- Qugato is not responsible for the content of external websites or statements made by these publishers, unless otherwise stated. We aim to work with reliable partners but cannot be held responsible for any erroneous or misleading information published outside our control.
- Our Channels may contain links to external websites that are not under Qugato's control. The inclusion of these links does not necessarily imply an endorsement of the content on those websites. We are not responsible for the content, accuracy, reliability, or safety of these external sites. The use of such links is entirely at your own risk.

- Some of the links on our Channels may be links to third-party products or services for which Qugato may receive a commission through affiliate marketing programs. This does not affect the price that the User pays for the Game or Service but helps us cover the costs of maintaining our Channels.

#### **11.5 Use of Artificial Intelligence (AI)**

- For the development of Content, Qugato uses artificial intelligence (AI) in creating various components, including but not limited to texts, images, and photos. The AI-generated content is carefully reviewed and adjusted to meet our quality standards and the specific needs of the Content.
- The AI-generated content we provide in connection with the Games and Channels remains the property of Qugato. The use of this content is exclusively limited to the purposes of the Games and Channels and may not be reproduced, distributed, or used for other purposes without our written permission.
- While we strive to ensure the accuracy and appropriateness of AI-generated content, no guarantees can be made regarding the completeness, accuracy, or errors in this content. Qugato is not liable for any damage resulting from the use of AI-generated content to the extent permitted by law.
- Similarities to real persons, living or deceased, are purely coincidental. We strive to respect copyrights. If you believe your copyright has been infringed by one of our creations, we kindly ask you to contact us via [hello@qugato.com](mailto:hello@qugato.com) so that we can investigate this as soon as possible and, if necessary, take appropriate measures.

### **12. Additional or Different Terms for the Plus Package**

These additional or different terms apply specifically to groups using Qugato's Plus package. These terms supplement or deviate from the existing Terms and Conditions of Qugato.

#### **12.1 Reservations and Booking Terms**

- Request for quotation and confirmation: Requesting a quotation is entirely without obligation. The booking is only final after written confirmation of the quotation by the Client and Qugato.
- Payment terms:
  - Payment is made by invoice.
  - A deposit of 25% of the total amount must be paid no later than 7 days before the scheduled date of the Event.
  - The remaining amount must be paid within 30 days of receipt of the invoice.
  - Late payments: For payments made after the due date of 30 days, interest of 2% per month will be charged on the outstanding amount. Additionally, administration and reminder costs may be charged.
- Booking changes: The Client can change the date of the Event free of charge up to 48 hours before the Event. This change can be made once and must take place within a period of 2 years after the original date.
- Cancellation terms:
  - Free cancellation is possible up to 14 days before the agreed date.
  - Cancellation is also free in case of extreme weather conditions where the Dutch KNMI issues a weather warning with code orange or red.
  - For cancellations between 14 days and 48 hours before the date of the Event, 50% of the total costs will be charged as a cancellation fee.
  - For cancellations within 48 hours before the Event, the full amount is due.

#### **12.2 Prices and Rates**

- All mentioned prices are exclusive of VAT unless otherwise indicated.
- Qugato reserves the right to change prices. However, the Client will always be informed of any price changes before the final booking.

#### **12.3 Client Responsibilities**

- The Client is responsible for timely distributing the Tickets to all Participants and must ensure that all Participants have a smartphone with mobile internet and have downloaded the App.
- The Client is responsible for supervising the groups during the Event. Qugato does not provide physical guidance during the Event.

#### **12.4 Game Conditions and Access**

- Validity of Tickets: The Tickets are only valid on the agreed date of the Event as stated in the Booking.
- Technical support: Qugato provides chat support via WhatsApp during the Event, but is not responsible for technical problems caused by external factors such as poor internet connection or defective equipment of the Participants.

#### **12.5 Game rules and safety**

- Game flow: The Game is played independently and without guidance from Qugato. The Participants are fully responsible for their own behaviour and safety during the Event.
- Responsibility for safety: Qugato accepts no liability for damage, injury, or accidents arising during participation in the Game unless this is demonstrably due to negligence on the part of Qugato.