

# GENERAL TERMS AND CONDITIONS QUGATO

## (English Translation)

NOTE: This document is a translation of the original Dutch General Terms and Conditions of Qugato. In the event of any discrepancies or inconsistencies between this translated version and the original Dutch version, the Dutch version shall prevail. The original Dutch version of these General Terms and Conditions is available at: <https://qugato.com/nl/algemene-voorwaarden/>

Version: 5 December 2025

These General Terms and Conditions apply to all Services, Games, Bookings, Events, Intermediary services and other activities offered by Qugato.

## TABLE OF CONTENTS

1. Definitions
2. Identity and contact details
3. Applicability
4. Formation of the Agreement
5. Terms of Use
6. Privacy and data protection
7. Safety and liability
8. Reservations, bookings and payment
9. Ticket conditions
10. Qugato Vouchers
11. Cancellation and rebooking
12. Right of Withdrawal
13. Intermediary Services
14. Partners and resellers
15. Maintenance and force majeure
16. Complaints and disputes
17. Disclaimer
  - 17.1 General
  - 17.2 Copyright
  - 17.3 Diversity and non-discrimination policy
  - 17.4 External links and affiliate marketing
  - 17.5 Use of Artificial Intelligence (AI)

### 1. Definitions

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

- **Qugato / We / Us / Our:** The partnership (vennootschap onder firma) Qugato, established in Amersfoort, Kikkerbeet 21, 3824 WS. Registered with the Kamer van Koophandel under number 89899660. VAT number: NL865146652B01.
- **General Terms and Conditions:** The applicable terms and conditions of Qugato that apply to the Agreement.
- **Agreement:** The agreement between Qugato and the User or Customer regarding the purchase of Services, as laid down in these General Terms and Conditions.
- **Services:** All activities offered by Qugato, including but not limited to Games, Events, Intermediary Services, support, Bookings, reservations and related services.
- **Intermediary Services:** The organisation, arrangement or reservation by Qugato of services provided by third parties, such as coach transport, restaurants, cafés, hotels and other facilities.
- **Partner / Reseller:** Any external party that offers Tickets or Services on behalf of Qugato or with whom Qugato cooperates for the provision of Services.
- **Offer:** The Services offered by Qugato via the Channels.
- **Game:** The interactive treasure hunts and city games developed by Qugato and offered via the App.
- **Website:** The website of Qugato: <https://qugato.com>.
- **App:** The mobile application of Qugato, available via the Apple App Store and Google Play Store, through which the User gains access to Games, Content and/or other Services offered by Qugato.
- **Channels:** All places where Qugato communicates, including but not limited to: the Website, App, social media, offline advertising, and so forth.
- **Content:** All information and materials published by Qugato on our Website, App or any other Channel, including photos, texts and videos.
- **User:** The natural person or entity that uses the Website, App, Games and/or Content of Qugato or purchases access thereto.

- **Participant:** Any person who actually takes part in a Game or Event.
- **Customer:** Any natural person or legal entity that purchases a Service from Qugato, regardless of whether they act as a consumer, business, school, foundation or public authority.
- **Consumer:** A natural person who is not acting in the exercise of a trade, business or profession.
- **Ticket:** A unique digital code or link that grants access to (parts of) a Game.
- **Booking:** The Agreement between the User or Customer and Qugato under which the User or Customer purchases a Service and makes payment for it.
- **Event:** The agreed date or period during which a Game is played or an additional Service is performed.
- **Qugato Voucher:** A digital or physical code issued or purchased directly through Qugato, granting the Customer or User the right to participate in a Game or to access a Service offered by Qugato.
- **Personal Data:** All information that can be used to identify an individual, such as name, address, e-mail address, telephone number, and so on.
- **Privacy Policy / Privacy Statement:** The rules and procedures relating to the collection, use and protection of personal data of the User, Participant and/or Customer.
- **Right of Withdrawal:** The option for the Consumer to withdraw from the Agreement within the cooling-off period.
- **Cooling-off Period:** The period during which the Consumer may exercise his/her Right of Withdrawal.
- **Day:** A calendar day.
- **Force Majeure:** Any circumstance beyond the control of Qugato that temporarily or permanently prevents the fulfilment of obligations.

## 2. Identity and contact details

Qugato is registered in the Netherlands with the Kamer van Koophandel (KVK, the Dutch Chamber of Commerce) in Amersfoort.

Qugato  
Kikkerbeet 21  
3824 WS Amersfoort  
The Netherlands  
KVK-number: 89899660  
VAT-number: NL865146652B01

You can contact us by e-mail at [hello@qugato.com](mailto:hello@qugato.com). Please refer to our contact page for our other current contact information:  
<https://qugato.com/contact/>

## 3. Applicability

- Dutch law applies to these General Terms and Conditions.
- These General Terms and Conditions apply to all Agreements and Services of Qugato.
- If additional conditions apply (for example those of external suppliers, transport companies, hospitality providers, hotels or resellers), these form an integral part of the agreement between the Customer and the relevant external party.
- Derogations shall only apply if confirmed in writing by Qugato.
- If one or more provisions of these General Terms and Conditions are at any time wholly or partially invalid or become invalid, the Agreement and these General Terms and Conditions shall remain in force for the remainder. The relevant provision shall be replaced without delay by a provision that approximates the intent of the original provision as closely as possible.
- Qugato reserves the right to amend these General Terms and Conditions at any time. Amended terms and conditions take effect at the time of publication.
- Qugato will inform the User in good time of any changes to the General Terms and Conditions. If the User does not contest the validity of the new General Terms and Conditions within six (6) weeks after receipt of the notification, the amended terms and conditions shall be deemed to have been accepted by the User.
- Situations not provided for in these General Terms and Conditions shall be assessed in the spirit of these General Terms and Conditions.
- If provisions in these General Terms and Conditions conflict with those of Partners, these General Terms and Conditions shall prevail in so far as the relationship between the User and Qugato is concerned.

## 4. Formation of the Agreement

- An Agreement is formed through the purchase of a Ticket, a digital order, written confirmation of a quotation or acceptance of a Partner ticket.
- By using a Service or using the App, the User agrees to these General Terms and Conditions.
- The Customer warrants that he/she is authorised to conclude the Agreement on behalf of all Participants.
- The Customer is responsible for providing correct information required for the performance of the Services.

## 5. Terms of Use

- The Game is played independently; Qugato is not physically present during participation.
- Users and Participants must comply with all applicable laws and regulations, traffic rules and safety standards.

- Qugato is not responsible for damage caused by the behaviour of Users and Participants.
- The User is responsible for the correct and confidential use of the App and the Content offered in it.
- All intellectual property rights relating to the Channels and Content are vested in Qugato.
- Qugato is not liable for incorrect navigation, incorrect route information or other consequences arising from the use of the App.
- The User is responsible for having a compatible smartphone with sufficient battery life and an internet connection in order to use the App.
- Qugato does not guarantee that the App will function without problems on all devices or under all circumstances.
- The User is fully responsible for managing his/her mobile data connection and the associated Data Usage when using the App.
- Qugato accepts no liability for any costs, damage or consequences arising 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 his/her mobile Data Usage and, where necessary, take appropriate measures, such as using Wi-Fi connections, to prevent unforeseen costs.
- 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 such content in connection with our Services and marketing activities. The User remains the owner of the content he/she has provided, 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 sole discretion.
- The User may withdraw the consent given for the use of game data and/or content by contacting [hello@qugato.com](mailto:hello@qugato.com). In such case, Qugato will remove the game data and/or content from its Channels within a reasonable period of time.
- Users who post content on our Channels, such as reviews, photos or comments, must comply with the following rules of conduct:
  - The content must not contain offensive, insulting, discriminatory or unlawful material.
  - The content must not infringe the intellectual property rights of third parties.
 Qugato reserves the right to remove content without prior notice if it violates these rules.
- The User must behave respectfully and courteously towards other users, bystanders and property in public spaces. Qugato reserves the right to deny the User access to its Channels and Services in the event of misconduct.

## 6. Privacy and data protection

- Qugato respects the privacy of Users and processes personal data in accordance with applicable privacy legislation.
- The Privacy Statement of Qugato is available on the Website and forms an integral part of these General Terms and Conditions.
- Users are encouraged to provide feedback on the Channels and Services. Qugato reserves the right to use feedback for marketing purposes, unless the User explicitly indicates that he/she does not wish this.
- Qugato processes the information provided by the User in order to offer, perform and improve the Services, including the use of the Website, App, Games, Events and Intermediary Services. Qugato only shares personal data with third parties insofar as this is necessary for the performance of the Agreement or the relevant Service.
- By agreeing to these General Terms and Conditions, the User grants Qugato permission to use his/her personal data for the performance of our Services. This includes the processing of personal data in order to contact the User, for administrative purposes, to provide support, to handle payments and to grant 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 is done solely on the basis of the User's explicit consent. Users always have the option to withdraw consent for receiving marketing communications by contacting Qugato or by unsubscribing via the link in the e-mails.
- Users have the right at all times to access, rectify, erase or restrict the processing of their personal data in accordance with the GDPR (AVG).
- Users have the right to object to the processing of their data and the right to data portability, which means that they can receive their personal data in a structured, commonly used and machine-readable format or have it transferred to another controller.
- The User may at any time withdraw his/her consent for the processing of his/her personal data vis-à-vis Qugato. The User may do so by sending an e-mail to [hello@qugato.com](mailto:hello@qugato.com)

## 7. Safety and liability

- Participants are responsible for their own behaviour, safety and for treating the surroundings with respect, including public spaces, third-party property and residents.
- Qugato is not liable for technical limitations or malfunctions of the User's devices.
- Qugato is liable for direct damage demonstrably arising from an attributable failure by Qugato, up to a maximum of the amount of the price paid by the Customer for the relevant Game or Service.
- Qugato is not liable for damage caused by external suppliers or damage resulting from errors or inaccuracies in information provided by Partners.
- The Customer indemnifies Qugato against claims from third parties arising from the use of the Game or the behaviour of Participants.
- Qugato is not liable for indirect damage, consequential damage, loss of profit, damage caused by third parties, technical malfunctions or actions of Participants.

- Qugato is not responsible for personal injury, damage to property, loss, theft or other incidents during the use of the App or participation in the Games. The User is advised to keep personal belongings safe.
- Qugato is not liable for fines, penalties or other legal consequences arising from the behaviour of the User or Participant during the use of the App or participation in the Games.
- In emergencies, the User must immediately contact the relevant emergency services. Qugato is not liable for any damage or injury resulting from emergencies or incidents occurring during the Game.
- The User is responsible for following the correct route and must always check the accessibility of the location when using the Game. If the route passes through a barrier or inadvertently across private property, it is the responsibility of the User and Participant to choose alternative paths. Entering private property or inaccessible or prohibited areas without permission is strictly prohibited, regardless of whether the App or route indicates this.
- Qugato cannot be held liable for any fines, damage or other legal consequences resulting from entering prohibited areas or private property by the User and Participant.
- In no event shall Qugato be liable for any direct, indirect, incidental, consequential, special or other damage or loss, including but not limited to damage to property, loss of data, loss of profit or business interruption, arising from the use of the Website, App or other Channels or the information provided thereon.
- Qugato is not liable for any failure as a result of Force Majeure, including but not limited to natural disasters, strikes, works, technical malfunctions or other unforeseen circumstances.

## 8. Reservations, bookings and payment

- Qugato reserves the right to change the prices of the Service or the Offer at any time.
- Unless otherwise agreed, the Customer must pay for the Service immediately upon purchase.
- It is the Customer's responsibility to promptly report any inaccuracies in the payment details provided or submitted to Qugato.
- In the event of non-payment by the Customer, Qugato has the right, subject to statutory limitations, to charge reasonable costs, including but not limited to collection costs and administration fees.
- A Booking is only final once the Customer has received confirmation of it from Qugato by e-mail. The Customer will receive confirmation:
  - Directly after purchase via the Website; or
  - As confirmation following a quotation request.
- If the Customer submits a request via a quotation, payment shall be made by invoice under the following conditions:
  - A deposit of 50% 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 after receipt of the invoice following the Event.
- Late payments: For payments made after the due date of 30 days, interest of 2% per month will be charged on the outstanding amount. In addition, administration and reminder costs may be charged.
- All prices are subject to typing, printing and typesetting errors. Qugato accepts no liability for the consequences of such errors and is not obliged to make the Service or Offer available at the incorrect price in the event of typing, printing or typesetting errors.
- The Services contain a complete and accurate description. The description is sufficiently detailed to enable a proper assessment by the User. Obvious mistakes or obvious errors in these descriptions do not bind Qugato.
- All descriptions and images relating to the Services are indicative and cannot give rise to any right to compensation or dissolution of the purchase.

## 9. Ticket conditions

- Tickets are personal and group-specific and may only be used once, unless stated otherwise.
- Tickets are only valid on the agreed date, as stated in the quotation or confirmation e-mail.
- The resale, sharing, distribution, duplication or public disclosure of Tickets is expressly prohibited.
- Qugato has the right to invalidate Tickets or refuse access in the event of misuse or suspicion of fraud, without any right to a refund.
- Tickets are only valid during the Event. After the expiry of the validity period, the right to participate lapses.
- The Customer is solely responsible for safeguarding the access code and cannot claim a replacement in case of misuse, theft or incorrect use.

## 10. Qugato Vouchers

- "Qugato Vouchers" refer exclusively to vouchers that are issued or purchased directly through Qugato. Vouchers purchased via Partners are fully subject to the terms and conditions of the respective Partner. The remaining provisions of these General Terms and Conditions, insofar as they relate to participation in the Game or the use of Qugato's Services, shall continue to apply in full.
- Qugato Vouchers do not represent any monetary value and cannot be exchanged for cash, unless required by law.
- Unless otherwise stated on the Qugato Voucher or in the purchase confirmation, each Qugato Voucher issued by Qugato is valid for a period of 12 months from the date of issue.
- After the expiry of the validity period, the right to use the Qugato Voucher irrevocably lapses, and no claim can be made for participation, refund or compensation. Qugato may, at its sole discretion and without obligation, offer a goodwill extension. An administrative or extension fee may apply.
- The Customer is responsible for the careful management and safekeeping of the Qugato Voucher.

- In the event of loss, theft, unauthorised use, misuse or duplication, no replacement Qugato Voucher or code will be issued.
- Qugato reserves the right to invalidate any Qugato Voucher in the event of suspected fraud, technical manipulation, resale, improper use or breach of these General Terms and Conditions.
- A Qugato Voucher does not guarantee participation on a specific date or time. The Customer must make a reservation in accordance with Qugato's instructions.
- Reservations are always subject to availability and may be refused, amended or rescheduled by Qugato if circumstances require.
- Qugato Vouchers provided to companies, institutions or schools are binding from the moment the quotation or invoice is accepted.
- Qugato Vouchers are non-cancellable and non-refundable, unless otherwise agreed in writing.

## 11. Cancellation and rebooking

- The rebooking and cancellation conditions set out below apply solely to the cancellation and rebooking of Games and other Services offered directly by Qugato. For Intermediary Services (such as reservations for restaurants, cafés, hotels or transport) the cancellation and amendment conditions of the third party providing the service always apply. In these cases Qugato acts solely as an intermediary.
- The Customer may change the date of the Event free of charge up to 48 hours before the Event. Such a change may take place once and must fall within a period of 2 years after the original date.
- Cancellation conditions:
  - Cancellation free of charge is possible up to 14 days before the agreed date.
  - For cancellations between 14 days and 48 hours before 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.
- 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 via the same payment method as the original transaction, unless otherwise agreed.
- Any costs arising from the cancellation of an Agreement, including but not limited to transaction costs and cancellation or service charges for Intermediary Services, are entirely at the Customer's expense. Qugato may set off these costs against the amount to be refunded.
- Qugato reserves the right to cancel Services in the event of force majeure or other unforeseen circumstances beyond our control. In the event of cancellation by Qugato, the Customer will be informed as soon as possible and, where applicable, a full refund will be provided or an alternative date offered.

## 12. Right of Withdrawal

- Consumers have the right to withdraw from the Agreement within 14 days after purchase, unless a statutory exception applies.
- The Consumer may exercise the Right of Withdrawal by sending an e-mail to Qugato's customer service at [hello@qugato.com](mailto:hello@qugato.com).
- The Consumer may rely on the Right of Withdrawal if the request for cancellation is submitted within fourteen (14) days after purchase of the Game, even if the request is processed outside this period.
- The Right of Withdrawal lapses in the following cases (in accordance with article 6:230p BW):
  - When the Consumer has started the Game or has activated a Ticket, even if this occurs within the statutory withdrawal period;
  - When the agreed playing date or period of the Event has passed, even if that date fell within the 14-day withdrawal period.
- The Consumer does not have to provide a reason for cancelling the purchase.
- If the Consumer has not indicated within fourteen (14) days after purchase that he/she wishes to exercise his/her Right of Withdrawal, the purchase shall be final.

## 13. Intermediary Services

- When Qugato organises additional services such as coach transport, restaurant or café reservations, hotel stays or other facilities, Qugato acts solely as an intermediary on behalf of the Customer.
- Qugato is not the executing party for these Intermediary Services and does not act as organiser, travel agent, package travel organiser or carrier.
- The agreement for these Intermediary Services is concluded directly between the Customer and the relevant external supplier. Qugato is not a party to this agreement.
- The supplier always invoices directly to the Customer, unless otherwise agreed in writing.
- For Intermediary Services, Qugato charges a service fee. This service fee is a charge for organisational activities, including communication with suppliers, coordination and planning, inventory of requirements, alignment and reservations, administrative processing and follow-up of requests.
- The amount of the service fee depends on the number of elements to be arranged.
- The service fee is entirely separate from the rates, conditions and price changes of external suppliers.
- The service fee is only payable when at least one of the Intermediary Services requested by the Customer has been successfully arranged and confirmed by Qugato.

- If none of the requested Intermediary Services can be realised, the service fee lapses in full.
- If only part of the requested Intermediary Services is realised, only the corresponding portion of the service fee is payable.
- If the Customer decides not to make use of Intermediary Services that have been confirmed by Qugato, the service fee remains payable.
- Qugato is not liable for shortcomings, delays, price changes, cancellations or errors by external suppliers.
- Qugato is solely responsible for correctly passing on arrangements, reservations and confirmations as provided to Qugato by the supplier.
- The Customer is solely responsible for communication, payment and compliance with the conditions of the external supplier.
- Qugato may receive a commission or fee from suppliers. These fees form part of the business relationship between Qugato and the supplier. Commissions are entirely separate from the service fee payable by the Customer. The Customer has no right to inspection, set-off or payment of such commissions.

#### 14. Partners and resellers

- Qugato cooperates with Partners for the sale and performance of certain Services. The User understands and agrees that the purchase of Services via external parties constitutes an agreement between the User and the relevant Partner.
- In the event of purchase via a Partner, both these General Terms and Conditions and the conditions of the relevant Partner apply.
- Disputes concerning payment, price, refund or validity of Partner tickets must be submitted to the Partner.
- Qugato is solely responsible for providing the Game or Service as described in its own communications.
- Qugato is not liable for errors, delays, shortcomings or disputes relating to the delivery, payment, validity or other matters in connection with these external Tickets.

#### 15. Maintenance and force majeure

- All efforts are made to ensure that the Website and the App operate smoothly and without problems. However, we accept no responsibility and shall not be liable for the temporary unavailability of the Website or the App due to technical issues 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 use reasonable endeavours to inform the User.
- Qugato makes every effort to make the Website, App and any part thereof securely available. The User is solely responsible for securing his/her phone, laptop or other device used to access the App, the Website, the Channels or any other part of Qugato.
- Qugato is not liable for any direct, indirect, incidental, special or consequential damage, including loss of profit, loss of data or damage due to business interruption, arising from technical problems, interruptions, unavailability of the App or the inability to use our Services. Our liability is limited to the amount paid by the User for the relevant Service.
- In the event of technical malfunctions of the App or the Website that make it impossible for the User to play the Game, Qugato will use reasonable endeavours to remedy the malfunction. If a malfunction lasts longer than 24 hours and makes participation impossible, the Customer will receive a voucher or an alternative date.
- Unless otherwise agreed, the User may submit all notifications to Qugato by e-mail. Qugato may send notifications to the User at the e-mail address provided by the User as the current contact address when Booking a Service.

#### 16. Complaints and disputes

- Agreements between Qugato and the User to which these General Terms and Conditions apply are governed exclusively by Dutch law, even if the User resides outside the Netherlands.
- Any complaints about the use of the Channels 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 complaints received within 14 days of receipt. If a complaint is expected to require a longer processing time, the User will receive an acknowledgement of receipt within the same period, indicating when a more detailed response can be expected.
- If a complaint cannot be resolved by mutual agreement, a dispute arises that will be submitted to the competent court in Utrecht, the Netherlands. In addition, disputes may be submitted via the European online dispute resolution (ODR) platform, available to consumers within the European Union.
  - For Users residing in a Member State of the European Union, disputes may also be brought before the courts of the country in which the User is domiciled, in accordance with Regulation (EU) No. 1215/2012.
  - For Users outside the European Union, disputes shall be submitted exclusively to the competent court in Utrecht, the Netherlands, unless otherwise required by mandatory provisions of the country where the User resides or by international treaties.

## **17. Disclaimer**

### **17.1 General**

- The Content on our Channels is collected from various sources and is provided for information purposes or for offering our Games. We endeavour to keep the Content as accurate and up-to-date as possible but do not guarantee that all Content is completely accurate or current. Use of this Content is entirely at your own risk.
- The storylines and characters of our Games are entirely fictional and are intended solely for entertainment. Any resemblance to actual 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 regarded as factually accurate.
- Qugato strives for accuracy of the Content on the Channels but cannot guarantee that all information is up-to-date. The User is encouraged to report inaccuracies for correction. 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.
- If you believe that your copyright has been infringed by any of our creations, or if you think that incorrect Content is displayed on our Channels or Content should be removed, please contact us at [hello@qugato.com](mailto:hello@qugato.com) so that we can investigate this as soon as possible and, if necessary, take appropriate measures.

### **17.2 Intellectual property**

- All Content on our Channels, including but not limited to storylines, characters, puzzles, photos, texts, routes, tasks and application components, is protected by copyright and owned by Qugato, unless stated otherwise. It is not permitted to copy, reproduce, distribute or use this Content in any other way without the prior written consent of Qugato.
- Some of the Content used on our Channels may originate from external sources. We have only used Content that we have created ourselves, have obtained on a royalty-free basis, or for which we have permission to use and where the rights holder is credited. If you believe that your texts, images, videos or other content have been used without proper permission, or if you are the rights holder of content we use and you wish it to be 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 remedy the situation.

### **17.3 Diversity and non-discrimination policy**

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

### **17.4 External links and affiliate marketing**

- Qugato cooperates with third parties (publishers) through affiliate marketing programmes. These publishers may publish content and share links to our products and services. When Users make a purchase via these links, the publisher may receive a fee for this. This does not affect the price the User pays for the Services.
- Qugato is not responsible for the content of external websites or communications of these publishers, unless stated otherwise. We aim to cooperate with reliable partners but cannot be held liable for any incorrect or misleading information published outside our control.
- Our Channels may contain links to external websites that are not under the control of Qugato. 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 security of these external sites. Use of such links is entirely at your own risk.
- Some of the links on our Channels may refer to products or services of third parties for which Qugato may receive a fee. This does not affect the price the User pays for the products or services offered, but helps us cover the costs of operating our Channels.

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

- For the development of Content, Qugato uses artificial intelligence (AI) in creating various elements, including but not limited to texts, images and photos. The AI-generated content is carefully reviewed and adapted to meet our quality standards and the specific needs of the Content.
- The AI-generated content that we provide as part of the Services and Channels remains the property of Qugato. Use of this content is exclusively limited to the purposes of the Services and Channels and may not be reproduced, distributed or used for other purposes without our written consent.
- Although we strive to ensure the accuracy and suitability of AI-generated content, no guarantees can be given regarding the completeness, accuracy or absence of errors in this content. Qugato is not liable for any damage arising from the use of AI-generated content, insofar as permitted by law.