

WEBSITE TERMS OF USE

deepworlds.studio

Version number: 1.0

Effective date: 22/01/2025

1. Introduction

- 1.1 This website deepworlds.studio (the “**Website**”) is owned and operated by Deep Worlds SA. Our company information is at the end of this document.
- 1.2 Please read these terms and conditions carefully. They replace any previous versions.
- 1.3 By accessing and using this Website, you agree to comply with and be bound by these Website Terms of Use.
- 1.4 These terms and conditions are a contract between you and us covering use of our Website. Downloading/licensing our games is subject to separate terms and conditions. Please refer to: [\[https://store.steampowered.com/app/1313230/Beautiful_Light/\]](https://store.steampowered.com/app/1313230/Beautiful_Light/)
- 1.5 Where we refer to “Consumer” below we mean an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

2. Changing these terms and conditions

- 2.1 We may change these terms and conditions by posting the revised version on our Website at any time. Please check our website from time to time in order to stay up to date with these Website Terms of Use.. You will be bound by the new terms if you continue to use our website after the effective date shown.

3. Things you cannot do on our Website

- 3.1 You agree not to do any of the following in connection with our Website:
 - break the law or infringe anyone else's rights;
 - send, store, display or link to unlawful, infringing or otherwise inappropriate content;
 - disrupt our website, e.g., spam, viruses or phishing;
 - interfere with or damage our website or gain unauthorised access to any part of our system, data, passwords or otherwise;
 - intercept or modify communications;
 - impose an unreasonable load on our website; or
 - attempt, encourage or assist any of the above.

4. Content on our Website

- 4.1 We do not guarantee that any general guidance or similar information that we may make available on our website is accurate or up to date or relevant to you. You rely on it at your own risk.

5. Other peoples' services / advertising / websites

- 5.1 We may display other peoples' services, advertising and /or links to other websites. This display shall not be construed as a recommendation or an endorsement. In addition, we are not legally responsible for any damages, distress or any other event caused by third-parties' displays on our Website. We have no control over, or responsibility for, the contents of those websites or resources. You shall use them at your own risk.

6. Intellectual property rights

- 6.1 All materials and other content on this Website, including (but not limited to) all data, text, graphics, logos, images, and software ("**Website Content**"), is the property of Deep Worlds SA or its licensors and is protected by copyright, trademark, and/or other intellectual property laws. All such rights are reserved. Unauthorized use, reproduction, or distribution of this Website Content is strictly prohibited. You may view, download, and print Website Content for your personal, non-commercial use only.
- 6.2 Without limiting the foregoing paragraph, all names, images, logos identifying Deep Worlds SA are our proprietary marks. All third party brand, product, service and/or company names contained on our website are the trademarks, service marks and/or trade names of their respective holders. We do not give permission for their use by any person other than the holders. Any such use may constitute an infringement of the holders' rights.
- 6.3 Just to be clear - you must not collect, scrape, harvest, frame or deep-link to any Website Content without our specific prior written consent.

7. If you create an account on our site

- 7.1 Your account on our Website is for your personal use only. You must not allow anyone else to use your account. You agree to take reasonable care in keeping your login information confidential and to tell us immediately if there is any apparent breach of security such as theft, loss or misuse of a password. You are responsible for the use by other individuals of your account or identity (unless we are at fault and to the extent of that fault).
- 7.2 We are entitled to close your account on our Website at any time for any reason and with or without notice.

8. Restrictions on our legal responsibility

- 8.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited by the applicable law. In this section, any reference to "us", "we", or "our" includes our officers, employees and subcontractors, who have the right to enforce this agreement.

- 8.2 *If you are a Consumer*, subject to the above we are not responsible for any loss or damage where:

- there is no breach of a legal duty owed to you by us;
- such loss or damage was not reasonably foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract);
- (and to the extent that) such loss or damage is your fault, e.g., by not complying with this agreement; or
- such loss or damage relates to a business

The abovementioned exclusions of liability do not apply in case of loss of life, bodily injury or health damage. Liability pursuant to product liability law remains unaffected.

- 8.3 *If you are a Consumer*, you will be liable to us for any reasonably foreseeable loss or damage we might suffer (including claims made by other people) resulting from your breach of this agreement.

- 8.4 *The following clauses apply only if you are a business:*

- To the fullest extent allowed by law, all terms, conditions, warranties and representations howsoever arising, whether imposed by statute or by law or otherwise, that are not expressly stated in this agreement shall be excluded from this relationship between you and Deep Worlds SA.

- Subject to the first paragraph in this section (“Nothing in this agreement...”), we shall under no circumstances whatsoever be liable under or in connection with this agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, for any:
 - loss of profit; loss of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings; or harm to reputation or loss of goodwill; or
 - indirect, consequential or special losses.
- You agree to indemnify us against all claims and liabilities arising out of or in connection with your use of the website and/or breach of this agreement.

The abovementioned exclusions of liability do not apply in case of loss of life, bodily injury and health damage. Liability pursuant to product liability law remains unaffected.

9. If our website does not work properly

- 9.1 We do not guarantee that our Website will always be accessible or error-free and we are not responsible for any losses arising from such errors or interruptions of service. We are allowed, without notice and without liability (a) to suspend the website for repair, maintenance, improvement or other technical reasons and (b) to make changes to our website.

10. Things we cannot control

- 10.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures and epidemics/pandemics.

11. Your personal information – see our privacy policy

- 11.1 You agree that we can deal with your personal information in accordance with our Privacy Policy which may change from time to time.

12. Applicable law and jurisdiction

- 12.1 These terms and conditions are covered by the laws of Switzerland, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any disputes will be decided only by the courts of Geneva, Switzerland. Appeal to the Federal Court of Switzerland is reserved.
- 12.2 If you are a Consumer, you shall benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions affects your rights as a Consumer to rely on such mandatory provisions of local law.

13. General but important information

- 13.1 We may send all notices under this agreement by email to the most recent email address you have given us. You can send notices to our email address shown below. Headings used in this agreement are for information and not binding. If any part of this agreement is ineffective or unenforceable for any reason, the rest of the agreement will still apply. If either of us overlooks any breach of this agreement by the other, it can still be actioned at a later date to the extent of the statutes of limitation. We may transfer the rights and duties obtained under this agreement to someone else but this will not affect your rights or obligations. A person who is not a party to this agreement cannot enforce it unless the agreement says otherwise.

14. Complaints

- 14.1 If you have any complaints, please contact us via the contact details shown below.

15. Information about us

- 15.1 Company name: Deep Worlds SA
- 15.2 Country of incorporation: Switzerland

- 15.3 Registered number: CHE-328.296.151
- 15.4 Registered office: 28 avenue de la Gare-des-Eaux-Vives, 1208 Geneva, Switzerland
- 15.5 Contact address: Bâtiment C. 1^{er} étage, Chemin du Pavillon 2, 1218 Le Grand-Saconnex, Geneva, Switzerland
- 15.6 Contact email address: support@deepworlds.studio
- 15.7 Other contact information: See our website/contact page
- 15.8 VAT number: CHE-328.296.151 TVA