Beat Star - Terms and Conditions (as of Aug 11, 2024)

Terms & Conditions

Please select your language:

English

Effective Date: 10 September 2020

The terms of this agreement (“Terms of Service”) govern the relationship between you, on the one hand, and Space Ape Limited., registered in the United Kingdom (11708306) and governed by the laws of England and Wales, registered at First Floor, 100 New Oxford Street, London, WC1A 1HB, Space Ape Studios Limited., registered in the United Kingdom (11789118), and their affiliates (hereinafter “SpaceApe”), on the other hand, regarding your use of SpaceApe’s games, including, but not limited to, SAMURAI SIEGE TM, FASTLANE TM, RIVAL KINGDOMS TM and TRANSFORMERS: EARTH WARS TM applications, websites and related services (the “Service” and / or “Application”). In addition to all of the terms of this agreement, use of TRANSFORMERS: EARTH WARS TM is also subject to the terms in section 11. Transformers: Earth Wars Specific Terms.

In using the Service, you may be required to provide SpaceApe with certain personally identifiable information, retention and use of which are subject to SpaceApe’s Privacy Policy (the “Privacy Policy”), which is incorporated herein by reference and can be found at https://spaceapegames.com/privacy-policy.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. INSTALLATION, USE OR ACCESS OF THE SERVICE SIGNIFIES THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF SERVICE AND PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE AND/OR PRIVACY POLICY, PLEASE DO NOT INSTALL, USE OR OTHERWISE ACCESS THE SERVICE.

If you are a consumer who resides in the European Union, you have the right to cancel your installation, use or access to the Service without charge before doing so. However, you will lose such right to cancel once you download, access or use the Service. This does not affect your consumer rights where the Service is defective. In the United Kingdom you can obtain advice on your legal rights as a consumer from your local citizen’s advice bureau or trading standards office.

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Updates and Modifications

SpaceApe reserves the right, at its discretion, to change, modify, add or remove portions of or otherwise amend these Terms of Service and the Privacy Policy at any time by posting amended terms on the Service, provided however, that material changes to these Terms of Service and the Privacy Policy will not be applied retroactively. Such changes will be effective as of the “Effective Date” with or without prior notice to you. You will be deemed to have accepted such changes by continuing to use the Service. If at any point you do not agree to any portion of the then-current version of our Terms of Service, the Privacy Policy, or any other SpaceApe policy, rules or codes of conduct relating to your use of the Service, your license to use the Service shall immediately terminate, and you must immediately stop using the Service.

SpaceApe also reserves the right, at its discretion, to change, modify, update, suspend, restrict, or alter your access to any features or parts of the Service, and may require that you download and install updates to the Service, at any time, without notice or liability to you. You also understand and agree that any such changes or updates to the Service might change the system specifications necessary to use the Service, and in such a case, you, and not SpaceApe, are responsible for purchasing any necessary additional software and/or hardware in order to access and use the Service. You acknowledge that when an upgrade is available, previous versions of the Service may cease to be available or no longer be supported by SpaceApe.

License

Grant of a Limited License to Use the Service

Subject to your agreement, and continuing compliance with these Terms of Service, and any other relevant SpaceApe policies, SpaceApe grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable limited license subject to the limitations below to access and use the Service for your own individual, non-commercial, entertainment purposes only. You agree not to use the Service for any other purpose. You may not sell, copy, exchange, transfer, assign or otherwise distribute anything you copy, create, buy or derive from the Service, unless you are expressly permitted by SpaceApe.

The Service may require an internet connection to access internet-based features, authenticate the Service, or perform other functions. You acknowledge that you may be charged by your service provider, and shall be responsible for any such charges, for internet access.

Account

Account and Login Information

To use the Service, you may be supplied with an account (“Account”), which will require you to submit your full name, date of birth, time zone, e-mail address; select a username and/or password; and/or connect your Facebook or Google account (“Login Information”). You shall not share the Account or the Login Information, nor let anyone else access your Account or do anything else that might jeopardize the security of your Account. In the event you become aware of or reasonably suspect any breach of security, including, but not limited to, any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify SpaceApe, pursuant to Section 9.5, and modify your Login Information. You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information, including, but not limited to, purchases, whether or not authorized by you. You are responsible for anything that happens through your Account.

You shall not:

(a) have more than one Account at any given time;

(b) create an Account using a false identity or information, or on behalf of someone other than yourself; or

(c) use your Account for commercial or business purposes.

You shall not use the Service:

(a) to advertise, solicit, transmit any commercial advertisements, including, but not limited to, chain letters, junk or spam e-mail or repetitive messages to anyone;

(b) in connection with any illegal or immoral activities; or

(c) if you have previously been removed by SpaceApe, or previously been banned from playing any SpaceApe game.

Account is Non-Transferable

Your Account is personal to you and you shall not purchase, sell, gift or trade any Account, or make any such offer, and any attempt shall be null and void. SpaceApe does not recognize and expressly forbids the transfer of Accounts. Any distribution by you of your Account and/or your Login Information (except as expressly provided herein or otherwise explicitly approved of by SpaceApe) may result in suspension or termination of your Account.

SpaceApe reserves the right to remove or reclaim any usernames at any time and for any reason, including, but not limited to, claims by a third party that a username violates the third party’s rights.

Suspension and Termination of Account and Service

Without limiting any other remedies, if you are, or SpaceApe suspects that you are, failing to comply with any of these Terms of Service, or if SpaceApe learns that you are engaged in any actual or suspected illegal or improper use of the Service, SpaceApe may limit, suspend, terminate, modify, or delete user accounts or access to the Service or portion of the user accounts or Service. Such action by SpaceApe may be with or without notice to you. You can lose your username and persona as a result of account termination or limitation, as well as any benefits, privileges, earned items and purchased items (see Section 4.1 below) associated with your use of the Service, and SpaceApe is under no obligation to compensate you for any such losses or results.

Without limiting SpaceApe’s other remedies, if SpaceApe believes that users are creating risk, possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of these Terms of Service, SpaceApe may limit, suspend or terminate user accounts or the Service and its content and tools or portion of the user accounts or Service , delay or remove hosted content, and take technical and legal steps to prevent users from accessing the Service. Additionally, SpaceApe may, in appropriate circumstances, and at its sole discretion, suspend or terminate accounts of users who may be repeat infringers of third party intellectual property rights.

SpaceApe reserves the right to terminate any account that has been inactive for 180 days.

SpaceApe reserves the right to stop offering and/or supporting the Service or a particular game or part of the Service at any time, at which point your license to use the Service or a part of the Service will be automatically terminated. In such event, SpaceApe shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued Services. Termination of your Account can include disabling your access to, or any part of, the Service including, but not limited to, any content you or other users have submitted.

You may terminate your Account at any time and for any reason by submitting an email to support@spaceapegames.com to inform SpaceApe that you wish to terminate your Account.

License Limitations

Any use of the Service in violation of these limitations set out in this Section is strictly prohibited, can result in the immediate revocation of your license and may subject you to liability for violations of law.

Eligibility

You may have an Account and/or you shall use the Service if you are a “natural person” (as opposed to any kind of legal entities like a corporation, limited liability company, etc.), and you affirm that you are the legal age of majority in your country of residence. If you are not, your legal guardian must review and agree to these Terms of Service. You accept full responsibility for any unauthorized use of the Service by minors. You are responsible for any use of your credit card or other payment instrument (e.g. PayPal) by minors.

Rules of Conduct

SpaceApe reserves the right to determine what conduct it considers to be in violation of the rules of use or otherwise outside the intent or spirit of these Terms of Service or the Service itself. SpaceApe reserves the right to take action as a result, which may include terminating your Account and prohibiting you from using the Service. Such actionable violations are set forth in the following rules (“Rules of Conduct”) where you agree that you will not, under any circumstances:

(a) Engage in any act that SpaceApe deems to be in conflict with the spirit or intent of the Service or make improper use of SpaceApe’s support services.

(b) Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third-party software, code or other device designed to modify or interfere with the Service, any SpaceApe game or any SpaceApe game experience or, without SpaceApe’s express written consent, modify or cause to be modified any files that are a part of the Service or any SpaceApe game.

(c) Disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server (“Server”) used to offer or support the Service or any other SpaceApe game environment.

(d) Institute, assist, or become involved in any type of attack, including, but not limited to, distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Service or any other person’s use or enjoyment of the Service.

(e) Attempt to gain unauthorized access to the Service, Accounts registered to other users, or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by SpaceApe, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Service.

(f) Post any content or information that is: abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable, offensive, a violation of the rights of any third party; or contains nudity, excessive violence, offensive subject matter, links to such content or links to content not created by SpaceApe.

(g) Attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse, or harm of another person, group, including, but not limited to, SpaceApe employees.

(h) Make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including, but not limited to, SpaceApe employees.

(i) Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Service or any SpaceApe game, or to obtain any information from the Service or any SpaceApe game using any method not expressly permitted by SpaceApe. However, where these Terms of Service are governed by English law, you agree that you will not perform any of the activities described in this Section 2.3.2(i), except to the extent that such activities may not be prohibited by law, and in such circumstances provided that the information you obtain during such activities is:

(i) only used for the purpose of achieving the inter-operability of the Service with another software program;

(ii) not disclosed or communicated to any third party without SpaceApe’s prior written consent; and

(iii) not used to create any software that is the same or similar to the Service.

(j) Solicit or attempt to solicit personal information from other users of the Service or any SpaceApe game or collect or post anyone’s private information, including, but not limited to, personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Service.

(k) Use the Service in any way that could be considered illegal or immoral, which in some jurisdictions (including the United States) would include gambling or wagering.

(l) Breach any technology control or export laws and regulations that apply to the technology used or supported by the Services.

User Generated Content

Monitoring of User Content

SpaceApe assumes no responsibility for the conduct of any user submitting any content (“User Content”), and assumes no responsibility for monitoring the Service for inappropriate content or conduct. We do not, and cannot, pre-screen or monitor User Content. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. By using the Service, you may be exposed to User Content that is offensive, indecent or otherwise not in line with your expectations. You bear all risks associated with the use of any User Content available in connection with the Service. At our discretion, our representatives or technology may monitor and/or record your interaction with the Service or communications (including, but not limited to, chat text) when you are using the Service. By agreeing to these Terms of Service, you hereby provide your irrevocable consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any User Content, including, but not limited to, chat text, or voice or video communications.

If at any time SpaceApe chooses, in its sole discretion, to monitor the Service, SpaceApe nonetheless assumes no responsibility for User Content and assumes no obligation to modify or remove any inappropriate User Content. We have the right, but not the obligation, in our sole discretion to edit, refuse to post, or remove any User Content.

Information Use by Other Users of the Service

Public Discourse

The Service may include various forums, blogs and chat features (“Forums”) where you can post User Content, including, but not limited to, your observations and comments on designated topics. SpaceApe cannot guarantee that other users will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or do not want others to use, do not post it on the Service. SpaceApe shall have no responsibility to evaluate, use or compensate you for any ideas or information you may choose to submit. When you disclose information or rely on any information in the Forums, you do so at your own risk. SpaceApe reserves the right to, but has no obligation to, monitor the Forums, or any postings or other materials that you or other users transmit or post on the Forums, to alter or remove any such materials, and to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the Service properly or to comply with legal obligations or governmental requests.

Furthermore, you acknowledge that a large volume of information is available in these Forums and that people participating in such Forums may occasionally post message or make statements, whether intentionally or unintentionally, that are inaccurate, misleading, deceptive, abusive or even unlawful. SpaceApe neither endorses nor is responsible for such messages or statements, or for any opinion, advice, information or other utterance made or displayed in the Forums by you or the other users. The opinions expressed in the Forums reflect solely the opinions of you and/or the other users and may not reflect the opinions of SpaceApe. SpaceApe is not responsible for any errors or omissions in postings, for hyperlinks embedded in messages or for any results obtained from the use of the information contained in the Forums. Under no circumstances will SpaceApe be liable for any loss or damage caused by your reliance on the information in the Forums or your use of the Forums.

Responsible For Your Own User Content

You are solely responsible for the information that you post on, through or in connection with the Service and that you provide to others. SpaceApe may reject, refuse to post or delete any User Content for any or no reason, including, but not limited to, User Content that in the sole judgment of SpaceApe violates these Terms of Service.

License

You hereby grant to SpaceApe an irrevocable, perpetual, transferable, non-exclusive, royalty-free, worldwide license (including the right to sublicense and assign to third party) and right to copy, reproduce, fix, adapt, modify, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way, your User Content as well as all modified and derivative works of your User Content in connection with our provision of the Service, including marketing and promotions of the Service.

You also hereby grant to SpaceApe the right to authorize others to exercise any of the rights granted to SpaceApe under these Terms of Service. You further hereby grant to SpaceApe the unconditional, irrevocable right to use and exploit your name, username, time zone, likeness, image and any other information or material included in any User Content and in connection with any User Content, without any obligation to you.

Except as prohibited by law, you waive any rights of attribution and/or any moral rights you may have in your User Content, regardless of whether your User Content is altered or changed in any manner.

SpaceApe does not claim any ownership rights in your User Content and nothing in these Terms of Service is intended to restrict any rights that you may have to use and exploit your User Content.

SpaceApe has no obligation to monitor or enforce your intellectual property rights in or to your User Content.

User Interactions

You are solely responsible for your interactions with other users of the Service and any other parties with whom you interact through the Service and/or SpaceApe games. SpaceApe reserves the right, but has no obligation, to become involved in any way with these disputes. You will fully cooperate with SpaceApe to investigate any suspected unlawful, fraudulent or improper activity, including, but not limited to, granting SpaceApe access to any password-protected portions of your Account.

If you have a dispute with one or more users, you release SpaceApe (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Fees

Purchases

As part of the Service you may purchase, with “real world” money, a limited, personal, non-transferable, non-sublicensable, revocable license to use:

(a) “virtual currency” (“Virtual Currency”);

(b) “virtual in-game items” (together with Virtual Currency “Virtual Items”); and

(c) other goods or services (“Entitlements”).

You may also obtain a license to use Virtual Items and/or Entitlements by redeeming third party virtual currency such as FacebookTM credits or TapjoyTM exchanges.

SpaceApe may manage, regulate, control, modify or eliminate Virtual Items and/or Entitlements at any time, with or without notice. SpaceApe shall have no liability to you or any third party in the event that SpaceApe exercises any such rights.

The transfer of Virtual Items and Entitlements is prohibited except where expressly authorized in the Service. Other than as expressly authorized in the Service, you shall not sell, redeem or otherwise transfer Virtual Items or Entitlements to any person or entity, including, but not limited to, SpaceApe, another user or any third party.

VIRTUAL ITEMS AND ENTITLEMENTS CAN NEVER BE REDEEMED FOR REAL MONEY, GOODS, OR ANY OTHER ITEM OF MONETARY VALUE FROM SPACEAPE OR ANY OTHER PARTY. YOU UNDERSTAND THAT YOU HAVE NO RIGHT OR TITLE IN VIRTUAL ITEMS OR ENTITLEMENTS.

ALL PURCHASES AND REDEMPTIONS OF THIRD PARTY VIRTUAL CURRENCY MADE THROUGH THE SERVICE ARE FINAL AND NON-REFUNDABLE.

If you are a consumer who resides in the European Union, you have the right to cancel the purchase of a license to use Virtual Items and Entitlements within seven (7) working days after the date of purchase (“Cooling Off Period”). However, this right to cancel is lost once if the supply of the Virtual Items or Entitlements begins before the end of the Cooling Off Period. As the supply of the Virtual Items and Entitlements begins promptly after you purchase a license for Virtual Items and Entitlements, you acknowledge that by agreeing to purchase any such license you lose your right of cancellation.

Payment of Fees

You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. SpaceApe may revise the pricing for the goods and services offered through the Service at any time. SpaceApe may also provide links to other websites or third party services, some which may charge separate fees, which are not included in any fees that you may pay to SpaceApe. Any separate charges or obligations that you incur in your dealings with third parties are your responsibility. YOU ACKNOWLEDGE THAT SPACEAPE IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

Intellectual Property

SpaceApe Intellectual Property

The Service and each element of the Service, which includes, but is not limited to, any and all games, computer code, characters, character names, titles, stories, dialogue, catch phrases, concepts, artwork, animations, sounds recordings, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, in-Service chat transcripts, character profile information, recordings of games played using the Service, the Server or other software) are all protected by copyright, trade mark, and other laws of the United States, England and Wales or other applicable law. The Service and each element of the Service, including all associated intellectual property rights, SAMURAI SIEGE TM, RIVAL KINGDOMS TM and SPACEAPE TM are the exclusive property of SpaceApe and its licensors. You must comply with all laws that apply to you when accessing or using the Service and each element of the Service. You will not remove, alter or obscure any copyright, trademark or other proprietary rights notices incorporated in or accompanying the Service.

Digital Millennium Copyright Act (“DMCA”) Copyright Infringement Notification

SpaceApe respects the rights of others and expects you to do the same, particularly with regards to copyright law. Therefore, SpaceApe responds to clear notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (“DMCA”) and will terminate the Account of anyone SpaceApe believes to be a repeat infringer of the rights of copyright holders.

If you are, or an agent of, a copyright owner, and you believe that any content hosted by SpaceApe infringes your copyrights, then you may submit a notification pursuant to the DMCA (see Section 17 U.S.C. Section 512(c)(3)). Specifically, you must submit to the SpaceApe Copyright Agent the following information:

(a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright

(b) a description of the copyrighted work that you claim has been infringed;

(c) the URL of the location on the SpaceApe’s website or other location containing the material that you claim is infringing;

(d) your address, telephone number, and email address;

(e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

If you fail to comply with all of the requirements of Section 512(c)(3), your DMCA notice may not be valid. Further, if you send such a DMCA notice, SpaceApe will reasonably attempt to send a copy of such a notice to the individual that uploaded the allegedly infringing content in order to afford the opportunity of the alleged infringer to reply with a counter notice (pursuant to Section 17 U.S.C. Section 512(g)(3)). The Privacy Policy does not protect information provided in these notices.

Any such notices should be sent to SpaceApe’s Designated Copyright Agent, whom can be reached as follows:

Attention: COO / Legal Department

Space Ape Games (UK) Limited,

First Floor,

100 New Oxford Street,

London

WC1A 1HB

Email: copyright@spaceapegames.com

For clarity, only DMCA notices should go to the SpaceApe Designated Copyright Agent. Any other feedback, comments, requests for technical support or other communications should be directed to SpaceApe’s support: support@spaceapegames.com.

Disclaimers & Warranties, Limitation of Liability, Indemnification

NOTHING IN THESE TERMS OF SERVICE SHALL AFFECT YOUR LEGAL RIGHTS AS A CONSUMER OR EXCLUDE OR LIMIT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE OF SPACEAPE, FRAUD OR FRAUDLENT MISREPRESENTATION OR ANY OTHER LIABILITY WHICH CANNOT BE LEGALLY EXCLUDED OR LIMITED.

WITHOUT LIMITING SPACEAPE’S LIABILITY UNDER THIS SECTION, THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS FOR YOUR DOMESTIC AND PRIVATE USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SPACEAPE DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE GAME OR THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

SPACEAPE SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES (HOWEVER SUCH LOSSES ARE QUALIFIED), ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF SERVICE OR THE SERVICE ITSELF, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SPACEAPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SUBJECT TO SECTION 6.1, IN ALL EVENTS, SPACEAPE SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TO SPACEAPE IN ACCORDANCE WITH THESE TERMS OF SERVICE IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ANYTHING TO SPACEAPE DURING SUCH TIME PERIOD, YOUR SOLE REMEDY (AND SPACEAPE’S EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH SPACEAPE IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the disclaimers and limitations included in these Terms of Service may not apply to you. To the extent that SpaceApe may not, as a matter of applicable law, disclaim any warranty or limit its liability as set forth in these Terms of Service, the scope of such warranty, and the extent of SpaceApe’s liability, shall be the minimum permitted under such applicable law.

You agree to indemnify, defend and hold SpaceApe harmless from any claim, demand, damages or other losses, including reasonable attorneys’ fees, asserted by any third-party resulting from or arising out of:

(a) your use of the Service; or

(b) any breach by you of these Terms of Service,

however the above does not apply if the infringement of rights is not attributable to your intentional or negligent behavior.

Dispute Resolution

If a dispute arises between you and SpaceApe, we strongly encourage you to first contact SpaceApe directly to seek a resolution using the email address support@spaceapegames.com.

If you are a resident of the United States, these Terms of Service and any dispute arising out of or related to it or Privacy Policy or the Service shall be governed in all respects by California law, without regard to conflict of law provisions. You agree that any claim or dispute you may have against SpaceApe must be resolved exclusively by a court located in San Francisco, California.

If you are a resident outside of the United States, you agree that these Terms of Service and any dispute arising out of or related to it or Privacy Policy or the Service shall be governed by the laws of England. You agree that to the extent permitted by law the courts of England will have exclusive jurisdiction to any dispute you may have against SpaceApe.

Severability

You and SpaceApe agree that if any Section of these Terms of Service or provision of the Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such Section or provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability in any other jurisdiction and without affecting the remaining Sections of the Terms of Service or provisions of the Privacy Policy, which shall continue to be in full force and effect.

General Provisions

Assignment

SpaceApe may assign or delegate these Terms of Service and/or the Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under these Terms of Service or Privacy Policy without SpaceApe’s prior written consent, and any unauthorized assignment and delegation by you is ineffective.

Supplemental Policies

SpaceApe may publish additional policies related to specific services such as forums, contests or loyalty programs (“Supplemental Policies”). Your right to use such services is subject to those Supplemental Policies and these Terms of Service.

Entire Agreement

These Terms of Service, any Supplemental Policies and any documents expressly incorporated by reference herein (including the Privacy Policy), contain the entire understanding of you and SpaceApe, and supersede all prior understandings of the parties relating to the subject matter of these Terms of Service, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and SpaceApe with respect to the Service, provided however, the these Terms of Service may be amended by SpaceApe in accordance with Section 1.

No Waiver

The failure of SpaceApe to require or enforce strict performance by you of any provision of these Terms of Service or the Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of SpaceApe’s right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by SpaceApe of any provision, condition, or requirement of these Terms of Service or the Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Except as expressly and specifically set out in these Terms of Service, including, but not limited to, SpaceApe’s ability to amend these Terms of Service in accordance with Section 1, no representations, statements, consents, waivers, or other acts or omissions by SpaceApe shall be deemed a modification of these Terms of Service nor legally binding, unless documented in physical writing, hand signed by you and a duly appointed officer of SpaceApe.

Notices

We may notify you via postings on www.spaceapegames.com and via e-mail or any other communications means to contact information you provide to us. All notices given by you or required from you under these Terms of Service or the Privacy Policy shall be in writing and addressed to:

Attention: COO / Legal Department

Space Ape Games (UK) Limited,

First Floor,

100 New Oxford Street,

London

WC1A 1HB

Any notices that you provide without compliance with this Section 9.5 shall have no legal effect.

Equitable Remedies

You acknowledge that the rights granted and obligations made under these Terms of Service to SpaceApe are of a unique and irreplaceable nature, the loss of which shall irreparably harm SpaceApe and which cannot be replaced by monetary damages alone so that SpaceApe shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Service or any SpaceApe game, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Service or any content or other material used or displayed through the Service and agree to limit your claims to claims for monetary damages, limited by Section 6 (if any).

Force Majeure

SpaceApe shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of SpaceApe, including, but not limited to, any failure to perform hereunder due to unforeseen circumstances or cause beyond SpaceApe’s control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

No Partnership

You agree that no joint venture, partnership, employment, or agency relationship exists between you and SpaceApe, as a result of these Terms of Service or your use of the Service.

Survival

The provisions of Sections 3.2, 4, 6, 7, 8 and 9 shall survive any termination of these Terms of Service.

Additional License Terms for use of the Service in conjunction with the Apple App Store or the Google Play Store

These license terms are in addition to all other terms of these Terms of Service. If any Service is provided to you through the Apple, Inc. (“Apple”) App Store and/or the Google, Inc. (“Google”) Play Store, then the following additional terms and conditions in this paragraph apply. These Terms of Service are solely between you and SpaceApe, and not with Apple and/or Google. You acknowledge that Apple and/or Google has no obligation to furnish any maintenance or support services to you in connection with the Service. In the event of any failure of the Service to conform to the warranty in these Terms of Service, you may notify Apple and/or Google, and Apple and/or Google will refund the purchase price for the purchased Virtual Item and/or Entitlement pursuant to the terms of Apple and/or Google. Except for the foregoing, to the maximum extent permitted by applicable law, Apple and/or Google will have no other warranty obligation whatsoever with respect to the Service. Any claim in connection with the Service related to product liability, a failure to conform to applicable legal or regulatory requirements, claims under consumer protection or similar legislation or intellectual property infringement are governed by these Terms of Service, and Apple and/or Google is not responsible for such claims. You must comply with the terms, policies, usage rules of Apple and Google. The license to the Service is a non-transferable license to use the Service only on an iPhoneTM, iPod TouchTM or AndroidTM operating device that you own or control. You represent that you are not located in any U.S. embargoed countries or on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s list or Entity List. Apple and/or Google is a third party beneficiary to these Terms of Service and may enforce its terms against you.

All other terms and conditions of these Terms of Service apply to your use of the Service.

Transformers: Earth Wars Specific Terms

Grant of a Limited License to Use the Service

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Intellectual Property

(a) Except with respect to User Content, you agree that collectively Space Ape, Hasbro and its suppliers own all rights, title and interest in the Space Ape Properties.

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Beatstar Specific Terms

Beatstar Content

Beatstar and all the content included in Beatstar is referred to as “Beatstar Content”. Beatstar Content includes music, artwork, metadata and other content, intellectual property rights and materials that are owned by people other than SpaceApe (such as Warner Music and other music companies, together referred to as “Beatstar Licensors”). On behalf of the Beatstar Licensors, SpaceApe reserves all rights (which means you are not permitted to use all rights) in the Beatstar Content that are not granted to you in these Terms of Service.

Complying with Laws

You must comply with all laws that apply to you when using Beatstar Content, including all copyright laws that apply in the country where you live. You must not infringe (which means using without a licence or other form of legal permission to use) any intellectual property rights that exist in Beatstar Content, including the rights of the copyright owner(s) of the sound recordings included in Beatstar.

Using Beatstar

You must only use Beatstar:

(i) as permitted in these Terms of Service; and

(ii) for your individual, personal, non-commercial use.

You must not:

(i) use or try to use the music or other content included in Beatstar separately from Beatstar (unless you have obtained a licence or other form of legal permission to do so);

(ii) share or transfer Beatstar Content (including any music or sound recordings) to other people; or

(iii) modify, edit or repurpose Beatstar Content.

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As far as permitted by privacy laws, Space Ape may share data relating to your use of Beatstar with Beatstar Licensors.

Violation of Terms

If you repeatedly violate these Terms of Service, SpaceApe may suspend, restrict or terminate your access to Beatstar.

Our studio is located in the heart of Soho London.

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Game Support

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Transformers: Earth Wars

Fastlane: Road to Revenge

Beatstar

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