

Translation Notice

This is the English translation of the original Swedish filings which have been submitted to court and been given case number T 5478-26.

I (Kian) used multiple passes of LLM translation and verification to do the initial round of Swedish -> English conversion, as LLMs with large context windows tend to be significantly better at translation than tools like Google Translate.

After that, I went ahead and re-read the entire thing one translation at a time to make sure that it matches the Swedish one since machine translations can never be really trusted to keep proper context, particularly in odd languages like Swedish.

While I tried to ensure that everything matches as closely as possible, as is the case with all languages; there are certain things that don't really translate 1:1 and don't have a proper translation. As such, I've had to mildly rephrase certain sections while keeping the original intent in a way that doesn't bend nor modify the original meaning; so please take this English translation with a grain of salt if something didn't translate over quite right.

Expect the entire read through to take at least 1-3 hours depending on reading speed and comprehension.

LAWSUIT APPLICATION and for the case to be tried as a class action in accordance with law (2002:599) about class action proceedings

Law firm Singularity Law AB, Fridhems Gränd 5, SE-184 91 Åkersberga, Sweden
To: Nacka court
Stockholm, the 24th of June 2026

PLAINTIFF / GROUP REPRESENTATIVE	Kian Sascha Alexander Bröse Brito, 20020727-1693, Skolgatan 4A, 571 31 Nässjö. Swedish citizen
GROUP MEMBERS	Consumers who purchased the game Minecraft and entered into a contract with Mojang no later than December 9th 2013 [per the list in Appendix 57]
LEGAL COUNSEL	Lawyer Björn Persson, Law firm Singularity Law AB, Fridhems Gränd 5, 184 91 Åkersberga, e-mail: bjorn.persson@singularitylaw.se , Tel. 073-687 22 23
DEFENDANT	Mojang AB, company reg. no. 556819-2388, Söder Mälarstrand 43, 118 25 Stockholm, Tel. 072-922 53 77
LEGAL COUNSEL	Niclas Widjeskog, Lisa Hedbäck, CMS Wistrand Advokatbyrå Stockholm KB, P.O. Box 7543, 103 93 Stockholm
THE MATTER	Application for a class action under law (2002:599) on class-action proceedings, individual class action
JURISDICTION OF THE COURT	A district court is competent to handle cases under law (2002:599) on class-action proceedings. A Swedish court has jurisdiction in accordance with Brussels I (No 1215/2012) bis, art. 17-19 (the mandatory home forum for EU consumers) and Rome I (No 593/2008) art. 6 (applicability of Swedish law).

I hereby, with the attached power of attorney (Appendix 56), appoint myself as legal counsel for Kian Bröse as well as representative for the group participants as per the attached list (Appendix 57), and bring this action against Mojang AB in accordance with the following submission.

Structure for the lawsuit application

1. Claims
2. Grounds for the lawsuit to be carried out as a class action
3. Grounds
4. Elaboration of the grounds in section 3
5. Factual circumstances
6. Evidence

1 Claims

1.1 The group representative (Kian Bröse) requests that the following claims be tried as a class action in accordance with law (2002:599) about group proceedings (GrL).

1.2 The Group Representative claims, primarily, that the District Court shall order the Defendant to provide the Group Members with the game Minecraft (the Game) on the contract terms which the Group Members accepted by purchasing and registering user accounts for the Game and which were in force on 2013-12-09 (Appendices 1, 2, 3, 4), and to declare void the changes to the terms of use and the measures that the Defendant has directly and indirectly taken to the detriment of the Group Members thereafter.

1.3 The Group Representative claims, alternatively, in the event that the District Court finds that the contract terms introduced after 2013-12-09 shall not be declared void, that they shall be adjusted so that the District Court orders the Defendant to provide the Group Members with the Game so that it fulfils its core characteristics:

1.3.1.1 To be able to play with others who have a licence to the Game.

1.3.1.2 To express oneself, share and access creations and content that do not conflict with the law or reasonable and clear terms.

1.3.1.3 To be able to rely on personal data being processed solely for the purpose of providing the Game.

1.3.2 By clearly formulating and communicating the terms of use to the Group Members (including terms that the Defendant indirectly imposes through third party agreements) for access to the Game in accordance with applicable law, so that the Group Members:

1.3.2.1 Only have Mojang AB as their counterparty for access to the Game and its functions.

1.3.2.2 Do not need to accept, in order to continue to be able to use the game as intended, any changes to terms or additional terms other than those mandated by law, a public authority's decision or technical necessity.

1.3.2.3 Shall only have their personal data processed by the Defendant for the purpose of delivering access to the Game and that the processing shall take place within the EU.

1.3.2.4 Are given opportunities to access and make available lawful content in the Game created by and for another Player/consumer.

1.3.2.5 Can migrate their user accounts back to the Defendant for processing within the EU and have them restored if they have been closed.

1.4 The Group Representative claims, in the further alternative, that the District Court shall establish that the Group Members have the right to use the Game in accordance with the terms that were in force on 2013-12-09.

1.5 The Group Representative further claims that the District Court shall order the Defendant to pay damages of 15 000 kronor to each Group Member in respect of the violation of the Group Members' consumer rights and non-material damage, as their right to privacy in connection with the processing of personal data and their rights under the EU regulation Regulation (EU) 2016/679 (GDPR) have been violated.

1.6 The Plaintiff claims compensation for litigation costs whose amount is to be stated at a later date.

1.7 If the conditions for a default judgment are met, the court shall enter one.

2 Grounds for the class action

2.1 The case shall be conducted as a class action lawsuit since the representative's and the 2867 (Appendix 57) Group Members' action is based on circumstances that are common to all the Group Members' claims in accordance with Section 8 point 1 of the Act (2002:599) on group proceedings, GrL. The Group Representative Kian Bröse, as well as the Group Members, are consumers, and have, before 2013-12-10, upon the purchase of the Game Minecraft (Java Edition) as well as the registration of accounts for the Game Minecraft, entered into identical agreements (Appendix 1, 2, 3, 4). All group members were under 18 years of age at the time of the purchase and installation, and thus children and particularly worthy of protection, which the Defendant must have been aware of since the Game was directed at that target demographic.

2.2 All Group Members are located within the EU/EEA, which means that their rights are covered by consumer protection laws set out in the EU directive 2005/29/EC on unfair commercial practices, EU directive 2011/83/EU on consumer rights, EU directive 93/13/EEC on unfair contract terms, as well as the EU General Data Protection Regulation 2016/679 (GDPR).

2.3 All Group Members have had their licence terms and terms of use unilaterally changed by the Defendant on a large number of occasions from 2013-12-10 to date (Appendix 5) without the Defendant having valid grounds for the changes. The Defendant has not informed the Group Members thereof in accordance with Chapter 9, Sections 19 and 20 of the Consumer Sales Act (2022:260) (which is the implementation of the EU directive on certain aspects concerning contracts for the supply of digital content and digital services (2019/770/EU)), or offered any alternative other than to lose access to the Game. The amendment of the contract terms to the Group Members' detriment also contravenes the EU directive on unfair terms in consumer contracts (93/13/EEC). The contract amendments have unilaterally favoured the Defendant by giving the Defendant the right to use the Group Members' personal data for purposes other than those originally accepted at the time of purchase, and have restricted the Group Members' rights to continue using the Game in the manner that was accepted at the time of purchase and that the Group Members had reason to expect would continue to apply.

2.4 All Group Members had consumer agreements under Section 23 of the former Consumer Sales Act 1990:932 without any connection to Microsoft. All Group Members have, before 2023-08-28, through the Defendant's unilateral changes, been forced to migrate their user accounts to Microsoft since they would otherwise lose access to their user accounts and thereby to the Game, which is linked to the account. All group members have explicitly stated their opposition to Microsoft as a contracting party in the participation form.

2.5 All Group Members have been forced to enter into new agreements and to move their game accounts to Microsoft Corporation under the threat of otherwise losing access to the Game. In the original agreement that the Group Members entered into with the Defendant, there had

been no undertaking on the part of the Group Members to accept Microsoft as a new contracting party. It is in any event unfair to require consumers to accept such agreements when this entails material differences to their detriment. The changes contravene the rules on consumer protection by being unclear, difficult to foresee and unreasonably far-reaching in their scope. The unfairness also consists in the fact that they are forced to accept longer and less comprehensible contract terms that aim to limit the Group Members' possibilities to exercise their consumer rights.

2.6 Through the Defendant's changed rules, lack of clarity and manner of applying them, all Group Members have been subjected to restrictions on which expressions, services and add-ons they can make available and access from other players. The lack of clarity in the contract terms and their application is something that affects all consumers and thereby the Group Members. This is to be regarded as a restriction in how the game can be used and/or a defect. It has caused the Group Members damage consisting in the fact that the Game may not be used in the same manner as they were led to believe at the time of purchase, as well as in the fact that they have lost control over their personal data through the changed terms that were unilaterally introduced by the Defendant.

2.7 All Group Members have had their personal data processed in violation of the PUL/GDPR, since the following were imposed on the Group Members without prior information or consent:

1. Microsoft Corporation/Microsoft Ireland Operations Limited as a new contracting party.
2. Processing of their personal data for substantially different purposes than provisioning the Game.
3. Processing of their personal data outside the EU-EEA.
4. Terms that limit the Group Members' possibilities to exercise their rights.
5. Lost control over the processing of personal data, e.g. since, after the migration, they risk, or have had, their user accounts deleted, irrespective of any fault on the consumer's part, and, in addition, difficulties in exercising their rights, e.g. a GDPR Article 15 data access request, see (Appendix 20).

Damages shall be calculated on a standardised basis for the Group Members since their damage is in all essential respects the same, consisting in that their personal data is processed in contravention of the agreement and the law, that they are prevented from exchanging information with others, and that their possibilities to use the game have been limited.

There are no deviations that disrupt the homogeneity of the Group, since the operative facts common to the action consist of a trader's violation of the consumers' rights, nor is the class action in any other respect unsuitable under Section 8 point 2 GrL. There are therefore strong economic reasons for a class action, since the alternative is individual lawsuits for the adjudication of questions that are common to all such cases. The circumstances common to the Group Members are elaborated further under section 4. In the event that a notice of dissatisfaction is made under Section 48 GrL., this shall not be handled as part of the class action.

2.8 The Group is, with regard to size, delimitation and otherwise, appropriately defined as per Section 8 point 4 GrL.

2.9 The Group Representative Kian Bröse is, in accordance with Section 8 point 5 GrL, with regard to his interest in the matter, his financial circumstances and the circumstances in general, suitable to bring a class action and to represent the Group Members in the case. The Group Representative has collected funds via so-called crowdfunding in order to finance the action.

2.10 For the explanation of the stated grounds, refer to the grounds for the action (see section 3 below).

3 Grounds for the action

3.1 The Group Members are private individuals who act mainly for purposes that fall outside business/commercial activities, which is why they shall be afforded rights as consumers. The Group Members were, at the time the contract was entered, children in the legal sense which the Defendant must have been aware of since the Game, through its design, has to a large extent been directed at children and teens. In the assessment it shall therefore be taken into account that the information has not been clear, comprehensible and age-appropriate.

3.1.1 All consumer protection rules including the Consumer Sales Act (2022:260), Section 36 of the Contracts Act (1915:218), the Distance Contracts Act (2005:59) and the Act on Contract Terms in Consumer Relations (1994:1512), the GDPR / the Data Protection Act (2018:218) and the Marketing Act (2008:486) are therefore applicable to the action.

3.1.2 When reference is made to contract terms, what is meant is all the contract terms that the Defendant has asserted or asserts against the Group Members. Section 4.2.5 sets out which contracts were in force before the changes were carried out, as well as which terms the Defendant has published and must be considered to be in force at the time this action is brought, in 2026.

3.1.3 The Game is a good/product since it is a one-off purchase based on the contract terms in the EULA (Appendix 3), and must be interpreted as a perpetual (non-time-limited) licence, which was in force for the Group Members at the time of purchase. The Group Members thereby have a right of ownership and disposal over the Game, which is further supported by the fact that the Court of Justice of the EU, in case C-128/11 UsedSoft, established that the type of time-unlimited software licences in question shall be regarded as goods, which is why the former Consumer Sales Act 1990:932 (äKKöpl) is also applicable to the contractual relationship.

3.2 The primary ground for invalidity is that the amended contract terms contravene the law, invalidity ex tunc.

3.2.1 It is also apparent in the EULA that the contract terms presuppose conformity with national legislation, which is not the case since the contract term contravenes the Kköpl, the äKKöpl, and the AvkL as well as general principles of law, something which has been established in cases C-240/98 to C-244/98 Océano Grupo Editorial. The Defendant must have been aware that contract terms which entailed an unlimited right to make changes without notification or approval contravened consumers' rights and were unfair, but has nevertheless asserted and applied them.

3.2.2 The contract term in the EULA is written such that the Defendant has an unlimited right to amend the contract terms, which is in itself a void contract term (see MD 2004:22, MD 2005:10), as well as the Court of Justice of the EU in case C-51/17 (OTP Bank) and case C-186/16 (Andriuc), since they are unilaterally favouring and have not been drafted in a clear and comprehensible manner, particularly as the contract terms are to a large extent directed at children and young people, without taking their need for special consideration into account.

3.2.3 Through the contract amendments, the Defendant has given itself and third parties the right to use the Group Members' personal data for purposes other than providing the Game, which is to be regarded as equivalent to a demand for additional payment for the Game. The contract amendment means that the Group Members' personal data can be used for commercial purposes by the Defendant, without the Group Members having voluntarily approved it. Introducing Microsoft as a new contracting party and processor of personal data

without express approval also breached Sections 9 and 33 of the Personal Data Act (1998:204). The contract amendment shall therefore be without effect in accordance with Section 13 of the Act on Contract Terms in Consumer Relations (1994:1512). See also the Court of Justice of the EU's ruling C-472/10 Invitel.

3.2.4 Since changes have occurred continuously, the contract amendments that the Defendant has carried out from 2013-12-10 to the present date are void since they have been introduced in contravention of Section 11 of the Act on Contract Terms in Consumer Relations (1994:1512) (AVLK) as well as the implementation of the EU Directive on unfair terms in consumer contracts (93/13/EEC). Since the contract amendments are void, the Defendant's decisions to block and close accounts shall also be void.

3.2.5 The Defendant has not fulfilled the information requirements or made it possible for the Group Members to reject the changes in a manner that is compliant with the Digital Content Directive (EU 2019/770) based on how the Game was marketed and purchased. Nor have the changes in the contract terms and their application had a direct and foreseeable cause or relation to an identifiable point of origin. The date that clearly marks that the Group Members were forced into a new contractual relationship with Microsoft is the 19th of September 2023, which was the last date on which Mojang accounts could be used before the Defendant required the Group Members to migrate them to Microsoft accounts in order not to lose access to the Game. It is thus on this date that the harm of the contract amendments fully manifested itself for the Group Members. It is also the case that the statute of limitations shall therefore be calculated from the time when the claim can be asserted in the legal sense, which in complex courses of harm means that the period is pushed forward to the time when the Group Members had the opportunity to bring an action. Kian Bröse and the Group Members put forward the claims to the Defendant for the first time on 2025-09-17.

3.3 In the alternative, the ground is that the Defendant has unilaterally and without basis terminated the Group Members' contract and replaced it with a new void contract. The Defendant has, according to its own wording, publicly and individually announced that the original perpetual licence to the Game was terminated unilaterally without having notified the Group Members.

"Your contract is the new EULA, the old one doesn't apply anymore. You agreed to these terms by using the service" (Appendix 19)

as well as

"this EULA applies for any user regardless of the date of creation" (Appendix 19)

This must be set against the presentation in the message of ("accept a new licence or lose the account"), which ipso facto excludes voluntariness and demonstrates the Defendant's coercion. The "New licence" characterisation excludes any tacit ratification by conduct of the "Old contract terms" and is in any event void in accordance with Section 29 of the Contracts Act, since it was brought about by coercion and without there having been a positive acceptance from the Group Members. In the same way as in the Supreme Court judgment in case T 607-24 (Nätkasinet), the Defendant has been in bad faith regarding the Group Members' willingness to enter into a contract on the new terms.

To retrospectively characterise the forced migration in legal terms as a "new licence" is a post hoc construction that serves the Defendant's interest and contravenes good faith.

3.4 In the further alternative, the ground for invalidity is that the assertion and application of the Contract Terms against the Group Members is unfair pursuant to Section 36 of the Contracts Act, and that they are therefore void. The unfairness is established by the Defendant breaching the law and good faith.

3.4.1 It would be unfair to apply the terms against the consumers by referring to an agreement that can be unilaterally amended at any time, since this in itself constitutes an unfair contract term, see MD 2005:10, unless the right of amendment is foreseeable, limited and transparent. The contract terms that the Defendant invokes for the right to amend the agreement and to limit the Group Members' rights are partly vaguely formulated and partly so extensive that they cannot be expected to have a clear meaning. Nor has the Defendant shown reasonable grounds for the contract amendments in the form of mandatory legislative changes, security updates or technical changes that are required for functionality or improvements without disadvantage to the consumer, which renders the contract amendments void.

3.4.2 Since the Defendant has unilaterally formulated and introduced the contract terms, the ambiguity in them shall, even in the event that they are not considered void in their entirety, be interpreted against the Defendant, meaning that none of the amendments to the contract terms carried out after 9 December 2013 can be invoked against the Group Members, since this is unfair pursuant to Section 36 of the Contracts Act, Section 3 of the AVLK and EU Directive 93/13/EEG and with its annex.

3.4.3 The changes to the terms of use after the sale of Mojang to Microsoft in 2015 have been introduced unilaterally, and are over time so extensive, contradictory and difficult to interpret that the previous balance is entirely lacking, and the amended terms and their application have been unilaterally favourable to the trader's advantage in breach of the principles for consumer contracts. The relationship between the parties has been changed so as to enable a unilateral exploitation of the consumers.

3.4.4 Nor has the Defendant informed about the changes, afforded the Group Members the opportunity to take a position on or challenge the changes, offered alternatives or compensation for the changes. The contract amendments introduced regarding how the Game may be used have unilaterally benefited the Defendant and affected the Group Members negatively, partly through direct deteriorations, e.g. processing of personal data outside Europe, reduced possibilities to freely use the game by creating, sharing, and accessing mods and plugins and other content from other players. It has also had an indirect effect through the restrictions that the uncertainty surrounding what constitutes permitted use has had on competition and the Players' options. The contract amendments are therefore, in accordance with the Act on Contract Terms in Consumer Relations (1994:1512), unfair and therefore void, which is why the original terms shall continue to be in force.

3.5 In the yet further alternative, the ground for invalidity is that the Defendant's contract amendments and improper application of the contract terms against the Group Members are contrary to good faith in accordance with Section 33 of the Sale of Goods Act and Section 33 of the Contracts Act.

3.5.1 The Defendant has, by deliberately disregarding consumer protection laws, unilaterally amended the licence terms, as is evident from the correspondence (Appendix 19, 18, 23, 30, 38, 55), and terminated the perpetual licence to the software and the application of the contract terms to the consumers' detriment, entailing losses of rights, without informing, offering alternatives or compensating the consumers. The Defendant's unilateral changes to terms and application are not compatible with the concept of professional diligence or Article 5.2 and the general clause Article 2.h of the UCPD (Council Directive 2005/29/EG of 11 May 2005 concerning Unfair Commercial Practices). The Defendant has not observed the diligence that a trader may reasonably be expected to show towards the consumers, corresponding to honest market practices or the general principle of professional diligence in the trader's field of business. Through its conduct, the Defendant has procured unjust enrichment for itself.

3.5.2 The Defendant has also, taking as its starting point its marketing and formulation of contract terms and the amendment of the same, acted contrary to good faith by deliberately

changing what was previously promised to the consumers. In earlier contract terms, the Group Members were promised simple agreements which, through a generous interpretation of the contract terms, enabled great degrees of freedom, which was then changed through the introduction of a manifold increase of complex contract terms and an ever-stricter application of the terms. The clearest example of this is the suspension of the accounts and licences that were presented as eternal (perpetual) unless the migration to a new party (Microsoft) was carried out. In the agreements it was stated that only the licensee's breach of the terms of use could lead to licences being terminated, which the Defendant has now deliberately departed from. The requisites for the Defendant having had sufficient knowledge of the circumstances that made the invocation contrary to good faith are therefore satisfied.

3.5.3 The Defendant has furthermore used unfair commercial practices by not informing about contract amendments, withholding information about how the contract terms are applied, and, through threats of suspension, inducing consumers to refrain from asserting their consumer rights. The unfairness consists partly in deliberately using misleading tactics directed at children (Migration cape) (Appendix 34), and partly in the Defendant having set up burdensome or disproportionate obstacles to the Group Members being able to exercise their rights, through ambiguity and contradiction in its agreements and its information concerning the contract amendments. The obstacle has consisted partly in the Defendant having stated that it would take measures that cannot lawfully be carried out, and partly in not responding to enquiries, or providing general answers that did not address the question raised by the consumer. The terms that give the Defendant the right to unilaterally introduce changes to the agreement and to close accounts are in themselves measures that cannot lawfully be carried out without valid grounds. That the Defendant has applied the term is evident from (Appendix 23, 19, 18, 30, 38, 55).

The Defendant has also wrongly invoked the security claim of Multifactor Authentication (MFA) as grounds for the migration (Appendix 26, 45), even though this could equally well have been achieved without it.

That the Defendant's measures are to be regarded as unfair is also evident from Section 7 of the Marketing Act (2008:486)/Article 9 D and E of Directive 2005/29/EG. It is therefore unfair to enforce the amended contract terms against them, see the Supreme Court's judgment in Case T 607-24 (Nätkasinot).

3.6 The consumer has, under Section 34 of the Sale of Goods Act (Köpl), the right to request the rectification of a defect; such rectification would therefore mean that the Group Members' earlier rights are restored.

3.7 The basis for damages is Article 82 of Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) for the infringement of their rights in the processing of their personal data, since the Group Members have lost control over their personal data in that the Defendant reserves for itself, as well as for Microsoft, the right to process the personal data for purposes other than providing the Game, and have had to suffer poorer opportunities to exercise their rights.

3.8 The Defendant is, through its actual influence, the data controller for the Personal Data Processing, either as an independent data controller in accordance with GDPR art. 4(7) or as jointly responsible for joint processing of personal data in accordance with GDPR art. 26(1) and (3) as well as 82.4. See Appendix 47 regarding Mojang's and Microsoft's respective failure to take responsibility in the event of error.

That a joint processing of the personal data takes place is evident from the following support cases, in which it also appears that the Defendant and Microsoft refer to each other as responsible for the processing of the Group Members' personal data. (Appendices 39, 47) The Defendant's processing of personal data takes place outside the EU, in breach of Article 5 of

the GDPR since the Defendant does not process the data in accordance with the principles of lawfulness, fairness and transparency. The Defendant has not obtained consent or approval for the processing, in breach of Articles 6, 7 and 8, since the Group Members' personal data is processed without them having given a voluntary approval to the processing carried out by Microsoft in the USA in accordance with the EU legal framework; EDPB Guidelines 05/2020 on consent under Regulation 2016/679 (specifically the section on "freely given", points 13 ff. and 24 ff.) in combination with WP29 Opinion 2/2009 (WP160) on the protection of children's personal data and EDPB Statement 1/2025 on Age Assurance, which means that the processing lacks a legal basis. Nor has the Defendant implemented any safeguards for processing data concerning children.

3.8.1 It is also, taking the circumstances into account, unfair to assert an implied consent upon continued use of the Game. The wording in ("accept new licence or lose account") precludes the Group Members from having given free and voluntary consent.

3.8.2 The Defendant has, in breach of GDPR Article 12, not provided clear and plain terms for the exercise of the data subject's rights, nor facilitated the exercise of the data subjects' rights. (Appendix 20) This is also evident from the response below from the game support, in which it appears that the data controller responsibility does not seem to be regulated between the Defendant and Microsoft.

we do not have full access to the Microsoft account managing system ... we are not able to get in touch with the Microsoft team due to our processes and access to different tools do not synchronize." - Kaladin S., Mojang Help, 7 November 2023 (Appendix 47)

"Since the error is happening on Microsoft's end, it is difficult for us to diagnose. ... we recommend reaching out to Microsoft Support." - Colin R., Mojang Help, 11 September 2023 (Appendix 39)

3.8.3 The Defendant has, in breach of Articles 44 and 48, transferred personal data to a third country without ensuring that adequate organisational protective mechanisms exist, since the organisations designated by the USA are not in operation.

3.9 The basis for the Group Members' right to damages also follows from Chapter 6, Section 1 of the Consumer Sales Act (KKöpl), as well as Section 30 of the former Consumer Sales Act (äKKöpl), since the Defendant's application of the contract terms has adversely affected the Group Members' ability to use the Game in a manner that constitutes a defect in the goods, which constitutes damage to them.

3.9.1 The amended terms and the application of them have infringed the Group Members' consumer rights and reduced their opportunities to continue using the Game in the manner that was established before the amendments were introduced. The amendments introduced into the contract terms after 2013-12-09 are, in accordance with Chapter 4, Section 1 of the Consumer Sales Act (2022:260) and Section 16, second paragraph, point 1, and Section 19 of the former Consumer Sales Act (äKKöpl), to be regarded as a defect since they have changed the Game's function for the consumers, with the result that the Game no longer has the characteristics it had when the purchase was concluded.

Since the damage is estimated at 15000 kronor, which is below half a price base amount, and it is associated with difficulties in producing information that can form the basis for the calculation of the Group Members' damage, the amount of damages should therefore be determined by the court in accordance with Chapter 35, Section 5 of the Code of Judicial Procedure.

3.9.2 The change in the Game's function consists in that it is no longer possible to make available or to access content from other Players if it is dependent on a payment, regardless of whether the purpose is commercial. The Defendant has thereby improperly restricted/censored

content without legal basis and introduced a restriction of competition to the detriment of the Group Members without legal basis.

3.10 Statute of limitation (time-barring) has not occurred since the amendments themselves have been nullities as they breach the law. In addition, the damage to the Group Members did not materialise before 2023-09-19. The Defendant's conduct constitutes a continuing infringement since each day of unlawful application of the contract and processing of personal data entails a new harmful act.

3.10.1 The Defendant's amended contract terms and their application are void under the AVLK and 93/13/EEC, meaning that they are not subject to limitation since they are nullities. The invalidity follows both from the law and from the wording of the EULA, where it is clear that the contract terms are only valid on the condition that they are compatible with applicable law, which the Defendant must have been aware was not the case.

3.10.2 Nor can limitation begin to apply, since the Defendant has not openly disclosed the contract amendments and since a subjective limitation period does not apply against a person who has not had knowledge of the new obligations. Since it has not been shown which amendments have been introduced or what this means, the Group Members have not been able to assert their rights when the amendments were implemented. The Defendant's method of changing the meaning and application of the contract therefore contravenes good faith in relation to the consumers, which engages Section 33 of the Sale of Goods Act (1990:931) (Köpl) and Section 33 of the Contracts Act (1915:218) (AvtL).

3.10.3 The continuing application of void terms and the ongoing processing of personal data constitute independent harmful acts, where a new limitation period runs for each new act that the Defendant undertakes.

3.10.4 The migration of user accounts specified 2023-09-19 as the last date; since those who had not, in accordance with the new terms, migrated their accounts to Microsoft by that date at the latest had lost access to the Game, the damage therefore arose when it took effect, see the analogous application of C-637/17 Cogeco.

Any application of a 10-year limitation contravenes the requirement of the principle of effectiveness that national procedural rules may not make the exercise of Union rights practically impossible or excessively difficult, see C-432/05 Unibet and C-33/76 Rewe.

4 Elaboration of the grounds

4.1 The Group Members are consumers (Ground 3.1)

4.1.1 The Group Representative Kian Bröse is part of a group of consumers who, when they were children, bought the computer game/ licences for Minecraft (the Game) from the company Mojang. The Group Members have entered into agreements with Mojang by purchasing the game and registering user accounts before 10 December 2013. Registration of a player account with Mojang has been a prerequisite for being able to play the Game, and it is also from the time of registration that the agreement with the consumers can be considered to have been concluded.

4.1.2 The Group Members are consumers, not traders. The reason they bought and used the Game has not been business-related but personal entertainment, without any business purpose. The Group Members were moreover children, which further argues against this being a matter of anything that can be considered to constitute business activity.

4.1.3 When Group Members have accessed content and played on game servers administered by other players, this was an extension of their personal interest in the Game. Regardless of

whether the Group Members have accessed or offered access to game servers (in greatly simplified terms, a service that allows several players to play together in a shared game world), self-developed add-ons and services in the Game, this has been part of the culture and the marketing of the Game that created diversity and a large "gaming community", that is to say an informal collective of players. Sharing the costs of game resources has been a practice and has not occurred as part of business activity, since the activity has not been carried on professionally and independently within the meaning of the Income Tax Act, Chapter 13, Section 1. They have thus not breached the contract term on commercial use ("non-commercial use"), but have nevertheless risked sanctions from the Defendant, when the latter chose to interpret all payments and also everything that according to the Defendant falls within "share your content" as commercial activity.

4.2 The structural unfairness of the contract terms and their conflict with the law (Ground 3.2).

4.2.1 The contract terms that are valid for the Group Members are the terms that were accepted upon the purchase of the Game and the creation of a Minecraft account, or the amendments to the terms that were later introduced in the consumers' favour. For all Group Members, the contract terms published on Minecraft's website on the 28th of November 2013 are the terms they have accepted. The contract terms for the Group Members consisted of

- Minecraft Terms of Use. The central agreement that governs the parties' rights and obligations (2 pages) (Appendix 1).
- Brand and asset usage guidelines (2 pages) (Appendix 2)
- Mojang (account) Terms and Conditions (6 pages) (Appendix 3)

4.2.2 Minecraft Term of Use concerns the Game itself, whereas Mojang Terms and Conditions more properly concerns the internet service Mojang.com. Throughout, the terms are vague and have been interpreted by the Group Members to mean that Mojang accepted a far-reaching right for the consumers to build further upon the Game and to share player-created content with other players, as long as this does not involve unfair distribution of the software/code Mojang has developed or commercial use of what Mojang has created. It is also stated in the EULA that the contract terms are subject to national consumer legislation and thus only valid to the extent that they are compatible with the law.

4.2.3 The 2013 Minecraft Terms of use are far more generous to mod creators than what later contract terms provide. The rule reads that tools written from scratch belong to the creator, and mods and plugins also belong to the creator, whom may do whatever he wants with them, including offering other players the use of them. It is notable that the terms do not impose the requirement that the mod must not contain "a substantial part of our code" - which is introduced in the 2015-10-27 version and then remains. This means that the 2013 EULA was more permissive regarding what was classified as a player-developed add-on, a "mod". The wording intended to give the Defendant the right to amend the contract terms is particularly interesting, since they set out different terms in the Terms and conditions MOJANG.COM ACCOUNT/EULA and the Minecraft Terms of Use. What the agreements have in common, however, is that they set out unfair contract terms with retroactive effect. " We can change these terms of use at any time. We don't need to tell you about the changes for them to have effect, and the effect could be retrospective." Whereas MOJANG.COM ACCOUNT/EULA qualifies the right to amend the contract terms so as to be dependent on compliance with the law. But it clearly distinguishes between the use of the Game and the web service.

- We may also change this EULA from time to time but those changes will only be effective to the extent that they can legally apply. For example if you only use the Game in single player mode and don't use the updates we make available then the old EULA applies but if you do use the updates or use parts of the game that rely on our providing ongoing online

services then the new EULA will apply. In that case we may not be able to / don't need to tell you about the changes for them to have effect so you should check back here from time to time so you are aware of any changes to the EULA. We're not going to be unfair about this though - but sometimes the law changes or someone does something that affects other users of the Game and we therefore need to put a lid on it.

The difference in the contract terms must therefore be interpreted to mean that a player is not obliged to accept any new terms if they do not use the service Mojang.com.

4.2.4 The 2013 EULA was relatively short and clear, to the effect that non-commercial use was permitted and that the consumers were not allowed to distribute the game, sell game content that gave advantages for money or the like, or give unfair advantages in the game. The agreement was, however, not enforced, which made it possible for a practice to become established meaning that a great deal of player-developed content emerged which was financed by other Players. Later EULAs introduced amendments to the terms that appear to give unrestricted control to the Defendant/Microsoft over which user-generated content was approved, which has meant that other content can be prohibited at any time. The major difference for the players/Group Members is that the new terms have come to be applied in an arbitrary manner that has made it more difficult for Players to publish developed material, with the consequence that all Group Members' access to such material has decreased.

4.2.5 The contract amendments that the Defendant has unilaterally introduced from 2015-01-23 when Microsoft is introduced as a party and onwards appear from Appendix 5. The terms that are alleged to apply to the Group Members in 2026 are considerably more extensive (from 10 to 128 pages of contract text) and restrict the Group Members' and other consumers' use of the Game and consist of the following:

- EULA 2026 (3 pages) (Appendix 9)
- Minecraft Usage Guidelines 2026 (6 pages) (Appendix 10)
- Minecraft Community Standards (2 pages) (Appendix 13)
- Mojang Account Terms (6 pages) (Appendix 31)
- Microsoft Privacy Statement (62 pages) (Appendix 11)
- Microsoft Services Agreement MSA 2025 (33 pages) (Appendix 8)
- Xbox Terms of Use (applies to all consumers regardless of whether they use Xbox or not) (2 pages) (Appendix 12)
- Xbox Community Guidelines (7 pages) (Appendix 15)
- Digital Safety at Xbox (2 pages) (Appendix 32)
- Microsoft Terms of Use (5 pages) (Appendix 27)

4.2.6 The contract terms are substantially more extensive, complex and difficult to interpret for a consumer than those that were approved upon the purchase of the Game. The new contract terms also introduce Microsoft as a new contracting party. The old Mojang agreement concerning the Mojang account was a single short document of a few pages. The Microsoft agreement consists of 33 pages of service-specific terms, separate policy documents that are incorporated by reference, and a web of external URLs that are also said to form part of the contract. There is no compilation or clear hierarchy between the various contract documents that helps the consumer to understand which terms are being asserted or how they are interpreted. The consumer therefore cannot in practice get an overview of what is actually alleged to constitute contract content, still less has it been presented clearly to them, or been available for reference when amendments are alleged to have been introduced. The various agreements have different content, which means that it is in practice impossible for a consumer to know how they should object to how the Defendant applies the terms.

It appears from the contract terms that the Defendant only has the right to rescind/terminate (termination) the agreement upon direct breaches of the agreement. Account suspension entails, under the new terms, forfeiture of game accounts and thereby no continued access to the Game. The Microsoft agreement explicitly states that suspension of the account may entail forfeiture of content licences, subscription balances and associated content. The Mojang agreement lacked this type of forfeiture mechanism, but has nevertheless in practice been applied by the Defendant. The Defendant has also retained the purchase price (and the right to use the Group Members' personal data and created "content", but has itself confirmed that the delivery was replaced with a structurally different product/service (Microsoft-account-bound, telemetry and use of the consumers' data). This constitutes an admitted unlawful repossession of the original goods and therefore also constitutes an unjust enrichment.

4.2.7 The Usage Guidelines (Appendix 10) expressly state that changes take effect the next time the consumer uses the game and thereby attempt to shift onto the consumers the responsibility for informing about and preserving the contract terms. The Usage Guidelines set out, among other things, a detailed framework for server operators that permits indirect "monetisation" (charging in some form), but it is given in hidden clauses and documents such as the Compass Brand Guidelines (Appendix 40), which is hidden from the public and which Mojang/Microsoft can withdraw at any time and without prior notice, which is a critical weakness for players who are also server operators that have invested in their infrastructure, and therefore radically reduces the incentive for independent development.

4.2.8 Automatic software updates are, under the amended terms, mandatory since access to the service now falls under Microsoft's services agreement, where they are described as subscriptions (Appendix 8). There Microsoft reserves the right to automatically update, change configuration and even prevent access to services and hardware via updates - including blocking unauthorised peripherals to the Xbox. The Mojang agreement contained nothing similar. In this context, ceasing to use the online function in order to play amounts to losing access to the game, since that has been the feature that made the game popular. But the account construction means that the Defendant also does not allow the Group Members to play without being connected to one of the Defendant's or Microsoft's services, which means they have entirely lost access to the Game.

4.2.9 The Defendant has, in breach of Chapter 2, Section 1 of the Distance Contracts Act and Sections 5-10 and 22 of the Marketing Act, failed to provide relevant information to the Group Members before alleged new agreements were concluded, which has misled them as regards delivery terms and consumers' rights in accordance with applicable law, since Mojang's right to amend contract terms has not been a fair contract term and is moreover unclear and difficult to interpret. The Defendant's commercial practice has consisted of stating vague licence terms that are changed without the Group Members being able to object, which constitutes a misleading commercial practice in accordance with Article 7.1 and 7.4 of Directive 2005/29/EC of the European Parliament and of the Council on unfair commercial practices. The commercial practice is misleading where the trader, in the context, omits material information, presents it in an ambiguous, unclear or inappropriate manner, or does not state the commercial intent of the commercial practice. The effect of the unclear contract terms for the Group Members has been that they have been placed in a situation where they do not know what constitutes permitted use, the terms of use having been unclear and having changed, which has deprived them of rights in their capacity as consumers. The uncertainty has meant that they have been unable to make decisions in the form of demands for measures, information and damages, since the Defendant's rules have been designed to mislead them and to impede the exercise of their consumer rights.

4.2.10 From January 2015 (Appendix 35), the consumers' counterparty is stated to be, in addition to Mojang, also Microsoft, with the consequence that the Group Members are alleged

to be, and are treated as if they are, bound by the new contract package unilaterally expanded by the Defendant, which in its current form is set out in 4.2.5. The change was carried out without the Group Members being informed or given any opportunity to object other than to lose access to the Game. That a trader introduces such extensive and impenetrable terms for consumers must in itself be regarded as unfair, since it creates uncertainty and difficulty for consumers in asserting their rights.

4.2.11 The contract amendments breach the Act on Contract Terms in Consumer Relations (1994:1512) since the Defendant introduced the contract amendments without informing the consumers or obtaining their express consent, since they have unilaterally carried out material changes in the licence and other agreements that govern the consumers'/Group Members' use of the Game, compared with the terms they accepted at purchase. The changes the Defendant has introduced are unbalanced to the consumers' detriment, which is why the Group Members are entitled to demand that the original terms shall apply. The changes and their application are also unfair to a consumer, especially children, and breach Sections 10, 11 and 13 of the Act on Contract Terms in Consumer Relations (1994:1512), implementing the EU Directive on unfair terms in consumer contracts (93/13/EEC), the Marketing Act implementing EU Directive 2005/29/EC on unfair commercial practices and EU Directive 2011/83/EU on consumer rights. Mojang has not justified that the changes to the terms of use are fair by showing that they are due to legislative changes or that some player attacked another player, so-called "griefing", which would justify the changes.

4.2.12 The changes have not been objectively justified, and the deterioration for the consumers is material, while at the same time the Group Members have not been informed or given the opportunity to rescind the purchase or obtain other compensation. That the changes were introduced even though the Defendant was aware that a large proportion of the Players were children and young people and therefore had difficulty asserting their rights when they were introduced reinforces the unfairness of the Defendant's conduct.

4.2.13 The design and application of the contract terms also breach Regulation (EU) 2022/2065 of the European Parliament and of the Council on a single market for digital services and amending Directive 2000/31/EC, what is commonly called the Digital Services Act (DSA) or, in Swedish, Förordningen om digitala tjänster. The DSA, which entered into force on 16 November 2022 and took full effect in February 2024, is applicable since Minecraft contains multiplayer servers, chat functions, and hosting for user-generated content. The DSA imposes, among other things, requirements that the consumer's contractual intent be genuine and informed and that there be protection against arbitrary application of contract terms. The DSA also establishes that Platforms cannot circumvent the law through their terms and that fundamental rights and consumer protection apply regardless of contract terms, and that contract terms may not erode statutory protection. The consequence is that the Defendant must obtain genuine acceptance of contract amendments or changes to the service. Furthermore, it is required that the Defendant:

- Applies terms consistently and proportionately
- Justifies decisions on removal, suspension or restriction
- Gives the consumer the opportunity to appeal

4.2.14 The DSA's Article 17 requires that platforms give users a specific and reasoned decision when their content is removed, restricted or the account is suspended, including information about appeal options. Microsoft's services agreement mentions that appeal processes exist but only refers to external URLs. The EULA gives Mojang/Microsoft an almost unlimited right to remove content "at its own discretion" without any requirement of justification or possibility of obtaining redress. That wording is directly incompatible with DSA Article 17 for platforms that fall within the scope of the regulation. For a consumer who is suspended from their Microsoft

account and loses access to purchased games and saved files, it is unclear which specific appeal procedure applies and within what time limit the Defendant/Microsoft must respond.

4.2.15 DSA Article 25 prohibits interface design and contract terms that mislead users or prevent them from making free and informed decisions. There are several potential problems in the contract documents here. The system of four to five parallel documents with different amendment rules and different legal weight makes it in practice impossible for an average consumer to grasp which terms they are actually considered to be bound by. The DSA's requirement of clarity and comprehensibility weighs strongly against the validity of that structure. The Mojang account migration's link to the Microsoft account, which meant that users were forced to accept a substantially broader contract package in order to retain access to games already purchased, also raises the invalidity of the contract amendments under Section 36 of the Contracts Act, since no objective justification has been given (Appendices 19, 30, 38).

4.3 Development of the grounds for unfairness 3.3

4.3.1 In the 2015 EULA, Mojang stated that changes shall be notified in advance (which has not occurred) and that they only apply to the extent that the law permits. That was a comparatively balanced wording, which no longer survives in the current terms. In the contract terms now in force, three parallel amendment regimes apply. The EULA permits changes with advance warning, but the rules under the heading "All usage" have an even greater impact, where it is established that all authorisations and consents may be revoked "at any time if we consider it appropriate to do so or if we do not like what you are doing." This gives the Defendant an unlimited and unfair right aimed directly at players who use or develop content in the Game, without any requirement of advance warning, reason or compensation. A server operator who has built up a community within the permitted framework of the Usage Guidelines thus has no legal protection against these rules being withdrawn without notice. In the same way, Group Members who have used a server may then be cut off from the Server. This was already a problem with the changes introduced in 2015 but is now more explicitly formulated.

4.3.2 Nor has the Defendant, in breach of Chapter 9, Section 20 of the Consumer Sales Act (2022:260), informed the Group Members about the changed contract terms before or after the dispatch with the requirement to migrate game accounts on 1 May 2022. It has not been made clear which changes to the contract terms occurred while the Group Members used the Game. The information about changes that has been provided has consisted only of two blog posts with references of a general character to web pages with what are stated to be the applicable terms; it can also be noted that all the applicable terms have not been collected in one place. Nor has the Defendant fulfilled the requirement to provide relevant information before the alleged new agreements were entered into. The information that has been provided lacks clarity and predictability and has also not been complete, nor has it clearly shown what the changes are alleged to mean for the Group Members. The changes to the contract terms have affected the ability to use the Game in such a way that it no longer corresponds with what followed from the agreement when the agreement was entered into.

- i) The changes are not clear and unambiguous
- ii) The changes have not been objectively justified
- iii) The Group Members have not been informed
- iv) The deterioration for the consumers is significant
- v) The Group Members have not been given the opportunity to rescind the purchase or to receive other compensation, which contravenes consumer-law principles

4.3.3 It shall, in the assessment of unfairness and the reasonableness of the contract terms, be noted in this regard that Mojang/Microsoft's contract terms for consumers are less favourable and give consumers significantly worse rights than business users of Microsoft 365 (Appendix 16), where it appears that the customers shall both be informed of the changes and be given an opportunity to continue using the version for which they accepted the terms. That the Group Members' rights are weaker than those of the commercial users shows that this has been the Defendant's intention.

4.3.4 Since 2013, the Defendant has introduced several hundred minor and major changes to the terms for using the Game, where the revisions are set out in Appendix 5.

4.3.5 The contract changes that the Defendant has introduced have, in addition to the overarching changes set out above, also through their application entailed restrictions on how the Group Members may make available, and thereby also access, independently developed add-ons to the Game. The combined effect is that the terms deviate significantly from the circumstances at the time the purchase was entered into, which constitutes a defect in the goods/service. Even though copyright owners of games generally have greater possibilities to regulate what users may do with games than pure server platforms do, restrictions on accessing and providing content and server services may in themselves be assumed to constitute anti-competitive platform abuse in accordance with the ruling in Comp/C3/37.792 - Microsoft. The Game functions as a marketplace or developer platform, where the Defendant blocks competing content by introducing new contract terms and changing the application of the contract terms to the Group Members' disadvantage in an arbitrary manner. An abuse of competition is always to be regarded as ultimately directed against the consumers by limiting the Group Members' choices, which is unfair.

4.3.6 The terms for offering and charging for access to a server, or so-called mods, differ between the various agreements, are contradictory and difficult to assess for the normal consumer, especially when they are children, with the implication that the Defendant considers itself to have unlimited possibilities to control how the Game may be used and the final say in interpreting the agreements. Mojang also reserves the right to unilaterally decide what is a mod and what is not. This is a fundamentally imprecise and arbitrary right which is clearly to the Group Members' disadvantage and which is disproportionate.

4.3.7 Restrictive rules for servers and communication. Rules for server operations and modifications are more detailed, to the disadvantage of the Group Members, and there are now special "Usage Guidelines" (Appendix 10) for how community content may be marketed, displayed, monetised (receive remuneration) and described. Unlike previously, all servers and the dissemination of any content from the players are regarded as commercial, "when you decide to share your content you are doing a commercial thing" regardless of whether they have a commercial purpose or not, which is a change compared with the older application where non-revenue-driven servers were a part of the Game's identity. The changed terms are very far-reaching because of the Defendant's definition of what is considered to constitute commercial activity and are therefore unfair.

"When you decide to share your content with the community (whether you plan to make money off it or not), you are doing what we consider to be a commercial thing. When you do commercial things, you must follow the Commercial Use guidelines. This applies, for example, if you want to set up and run any non-commercial blogs, servers, community forums, fan sites, fan clubs, news groups, events, and gatherings." (Appendix 10)

The implication appears to be that a child who wants to show the castle they created in the game to their friends counts as "commercial" because they are sharing content (share your content with the community (their friends)) regardless of whether the purpose is commercial (whether you plan to make money off it or not).

4.3.8 Limitations on the right to develop and use mods and plugins. Mods are add-ons to the program, created by other players, that can be shared among players. Mods create new experiences for the Players and have strongly contributed to the Game's breakthrough. Mods and plugins are created entirely without altering (so-called hooking) Mojang's own source code or copyright-protected assets; the code in these plugins as well as mods is therefore the creator's own intellectual property. The Defendant therefore lacks legal grounds to prohibit the use and any remuneration, since the contract terms appear to leave room for mods as long as they do not entail unfair harm to the rightholder's legitimate interests. The possibility of sharing the costs was self-evident from the outset but has later been changed on several occasions; in the Mojang EULA 2011/2012 it was formulated as below. "Any tools you write for the game from scratch belongs to you. You're free to do whatever you want with screenshots and videos of the game, but don't just rip art resources and pass them around, that's no fun. Plugins for the game also belong to you and you can do whatever you want with them, including selling them for money. We reserve the final say regarding what constitutes a tool/plugin and what doesn't."

The formulation is in itself broad and imprecise, but does not exclude cost-sharing; however, in later versions it has been changed to be more detailed and restrictive, in that the Defendant has defined everything as commercial. Despite this, it has been an established implied practice that has continued to be applied after the changes were introduced, but was then entirely dependent on the Defendant's goodwill.

4.3.9 The validity of the contract terms can also be strongly questioned on the basis that the "Mods" in themselves do not constitute any infringement of the Defendant's intellectual property rights in the Game that would give them the right to prohibit the Players' measures. In the CJEU's JUDGMENT OF 17. 10. 2024 CASE C-159/23, the question whether Article 1.1-1.3 of Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs is to be interpreted as meaning that the content of the variable data which a protected computer program has stored in a computer's working memory and uses when the program is run is not covered by the protection that follows from this directive, in so far as this content does not enable the reproduction of, or result in, such a computer program at a later stage.

Since there is no alteration or publication of the Defendant's code that could constitute an intellectual property infringement, and it lies within a licensee's right to develop independent add-ons, the Defendant therefore cannot prohibit Players from creating and distributing "Mods" which consist in the Mods' code being run in internal memory in parallel with the Game's code without it being copied or altered. Contract terms, and the application of them, that restrict Players' possibilities to make use of what they have created therefore conflict with the rights of licensees/consumers and are void.

4.3.10 This must be weighed against the fact that the EULA from 2025 states that "We do not own any originals that you create" which must be interpreted as meaning that it may freely be made available to others. The term that it may not be sold is an unfair term either under Section 36 of the Contracts Act (AvtL) or under copyright law. In accordance with recital (recital) 13 in the preamble to EU Directive 2009/24 it is provided that 'the acts of loading and running necessary for the use of a copy of a program which has been lawfully acquired ... may not be prohibited by contract'. Under both the Swedish Section 19 of the Copyright Act (1960:729) (URL) and the EU's Infosoc Directive it applies that when a copyright holder has voluntarily distributed a copy of a work, the resale right is exhausted. The CJEU applied this in the UsedSoft case (C-128/11, 2012), where it held that digital licences may be subject to exhaustion under certain conditions, which means that the term cannot be asserted. When Group Members are prevented from accessing content from other players by sharing the costs, as was previously possible, this constitutes a direct restriction for the Group Members since

they can no longer access the same content as before. In the same way, it constitutes a restriction when certain content produced by other players may no longer be used in the Game.

A concrete example is the introduction of a prohibition against firearms. On 10 May 2023, Mojang began to apply a new rule that did not exist in the public agreements. A prohibition was introduced with reference to rules from a partner agreement under an NDA (non disclosure agreement), as is apparent from the extracts from the agreements (Appendix 21), and used the hidden rules to force even those content creators who did not have a partner agreement to remove their content by no longer making it available to other players in the Game. Because of this, players could no longer access content that they had had for over ten years, without Mojang ever informing them of, or consequently obtaining their approval of, the new hidden rules. This despite the fact that information had gone out that firearms were permitted (Appendix 25)

4.3.11 Mojang also requires an irrevocable licence to uploaded content for use "as part of our business." The Microsoft agreement extends this to include the right to use content in marketing and demonstrations of the service if it has been published publicly, and also reserves for them a separate broad licence specifically for Xbox services covering "in all ways and in all material", which is a substantial extension that is not reasonable. It may also be questioned whether the contract terms are compatible with the specification principle in Section 28 (URL).

4.3.12 To the assessment of the unfairness of the Defendant's contract terms and the application of them, it must be added that Mojang, through its Partner Agreements, also applies contract terms that indirectly affect the consumers' ability to use the Game in the manner they were entitled to expect when they purchased it. The Partner Agreements (which are not available to the Group Members, other than when they can obtain access to them via a partner who breaches the Defendant's confidentiality requirement) favour and give the Defendant, Microsoft and their partners rights, while at the same time third-party suppliers, content creators, are subject to fewer restrictions than others as regards:

- how a server can be operated and financed
- mods and content that can be used in the game
- visual content, (such as YouTube videos)

The Group Members and other consumers do not have access to the terms, and therefore do not have the possibility to object to them or to act in accordance with them, with the result that they risk having their accounts shut down.

4.3.13 One example is that the possibility of receiving payment has become entirely prohibited for content that the players themselves have created, such as mods, regardless of whether there has been a commercial purpose or not. This despite the fact that, according to the later editions of the agreements, payment for services in the Game appears to be permitted. Several of the most popular mods, used by millions of players, have been able to exist through some form of remuneration from other consumers. Nor does Mojang apply the rules consistently and predictably. The prohibition stands in stark contrast to Mojang's official Bedrock Marketplace, where they permit sales subject to a 66.7% fee. (The restriction on accessing, for remuneration, what other consumers have created did not exist when the group members purchased the game, which thus constitutes a deterioration for them, since they are now in practice relegated to what is offered commercially on the "Marketplace" because the creators of content are forced there in order not to risk DMCA warnings and suspension by the Defendant).

4.4 Good faith, the contract terms are void on account of unfair commercial practices since they were forced through by the trader.

Mojang has designed the contract terms in such a way that they must have been aware that they were making it difficult for the consumers to assert their rights. This applies in particular since a large proportion of the players and all of the Group Members were children, which was well known to the Defendant, since the game in its design and marketing was directed at children. Through the lack of clarity, the internal contradiction and the reference to their professed generosity, they have in practice given themselves the final say in interpretation which has created uncertainty for the Group Members and their ability to assert their rights as consumers. The Defendant has also deliberately made it difficult for the Group Members to know which terms apply to the Game by concealing, not providing clear information about the changes, not providing access to earlier contract terms, and not giving the Group Members practical opportunities to object to the new terms. This is also apparent from an email from the Defendant when the question is posed

"Your contract is the new EULA, the old one doesn't apply anymore. You agreed to these terms by using the service." (Appendix 19).

The answer also substantiates that the Defendant unilaterally terminated the agreement without either stating any grounds or notifying the Group Members that this had taken place. Since the answer is also in direct conflict with the Defendant's right of rescission (Termination) in the Terms and Conditions and EULA that the Defendant itself drafted, and which presupposes the consumer's breach of the contract terms, it demonstrates a clear intent to mislead the consumers improperly. In the present case there has been no breach of the agreement, since there has been no contract term stipulating an obligation for the consumers to migrate their user accounts to Microsoft.

4.4.1 The wording below, to the effect of the Defendant's awareness that the agreements with the consumer are subordinate to the consumer-protection legislation, without this then being reflected in the drafting, the application or the communication with the Group Members.

The EULA is subject to any legal rights you might have. Nothing in these terms and conditions will limit any of your rights that may not be excluded under law nor shall it exclude or limit our liability for death or personal injury resulting from our negligence nor any fraudulent representation.

We may also change this EULA from time to time but those changes will only be effective to the extent that they can legally apply. For example if you only use the Game in single player mode and don't use the updates we make available then the old EULA applies but if you do use the updates or use parts of the game that rely on our providing ongoing online services then the new EULA will apply. In that case we may not be able to / don't need to tell you about the changes for them to have effect so you should check back here from time to time so you are aware of any changes to the EULA. We're not going to be unfair about this though - but sometimes the law changes or someone does something that affects other users of the Game and we therefore need to put a lid on it.

Excerpt from the contract terms EULA 2013-11-27 (Appendix 3)

4.4.2 The design of the agreement constitutes an obstacle to the Group Members' exercise of their rights, since it does not constitute clear contract terms but instead creates further uncertainty for the consumers by referring negatively to consumer law and delegating the interpretation of the meaning to the consumers; the Defendant has thus deliberately designed the rules so as to extend its own rights while at the same time making them difficult for the consumers to assess.

4.4.3 In the changes to the terms stated to have been introduced on 2015-10-27, this has been changed to:

Your local law may give you rights that this EULA cannot change; if so, this EULA applies as far as the law allows. Nothing in this license limits our liability for death or bodily injury resulting from our negligence or fraudulent misrepresentations.

We may change this EULA from time to time, if we have reason to, such as changes to our games, our practices, or our legal obligation. But those changes will be effective only to the extent that they can legally apply. For example if you use the Game only in single-player mode and don't use the updates we make available then the old EULA applies but if you do use the updates or use parts of the game that rely on our providing ongoing online services then the new EULA will apply. In that case we'll inform you of the change before it takes effect, either by posting a notice on our Website or by other reasonable means. We're not going to be unfair about this though - but sometimes the law changes or someone does something that affects other users of the Game and we therefore need to put a lid on it. [EULA 2015-10-27] (Bilaga 7)

The change underscores the Defendant's intent to make things more difficult for the Group Members by, contrary to its previously claimed generosity, stretching out its own rights as far as possible at the consumers' expense.

4.4.4 Since the change appears to presuppose that the changes to the terms are to be necessitated by changes in the law, changes in the game or established misuse, the Defendant must, as a reasonable consequence, show what occasioned the changes. As this has never been shown, the Defendant has followed neither the law nor its own contract terms, which renders the changes to the agreement nullities.

4.4.5 Players have received notice that they are in breach of the amended contract terms and risk sanctions. In Appendices 22, 29, 36 and 37 there are examples of messages that have been sent to Players for the purpose of getting them to stop publishing material that under the earlier contract terms had been accepted, which substantiates that the Defendant has acted improperly.

4.4.6 All Group Members have, regardless of whether they have received notice that they risk having their accounts shut down, been affected by the uncertainty regarding their rights that the amended rules and the application of them have caused. One reason for this is that no coherent information has been provided, which has had the consequence that the information about Mojang's measures has instead been spread on various online forums. The uncertainty to which Mojang's application of the rules has led has meant that the Group Members cannot use the Game in the same way as when they entered into and purchased the Game and registered their game accounts. Another example is that the application of the rules may result in the Group Members losing their user accounts and access to the Game if they are subjected to a so-called hacking attack, regardless of whether it can be held against the consumer. The Defendant's bad faith is also substantiated by the fact that accounts alleged to be permanently closed have been able to be reinstated by a complaint being lodged against Microsoft with the American Better Business Bureau (BBB). (Appendix 44)

4.4.7 In assessing whether the Defendant's conduct is contrary to good faith, it must be assessed against the options realistically available to each party. Shutting down accounts and preventing use is to be equated with a rescission and presupposes a legal basis. The contract terms also state that rescission (Termination) can only take place upon a breach of the contract terms. Any reference to established industry practice among IT or IT-gaming companies is not acceptable from a consumer standpoint if it is manifestly one-sided to the traders' advantage. In such cases the criteria for good professional practice shall instead be applied, even where this entails a departure from established industry practice. The rules in the Consumer Sales Act (KkpL) and the EU Directive on digital content (2019/770) must also be taken into account in order to assess whether the contract terms meet the requirements of consumer protection. It follows from established case law that a consumer cannot be bound by vague and imprecise

contract terms or amended terms without having approved them or having been given them expressed in a clear and intelligible manner, see (C-26/13 Árpád Kásler v OTP Jelzálogbank, C-243/08 Pannon GSM and C-96/14 Jean-Claude Van Hove v CNP Assurances). Nor can the Defendant assert rights that are not compatible with the law.

One example is that Mojang, in the terms for the processing of personal data that applied up until 2013-12-09, expressly stated that the players' personal data would only be processed in order to fulfil Mojang's undertaking to provide the game. It was these terms that the Group Members approved, since it was they that were in force at the time of their purchase.

When you purchase a game from us, you fill in your personal/company details. You agree that we store and use your information in our organization to complete the agreement towards you. You have the right, according to the law Personuppgiftslagen (PUL) in Sweden to know about the information registered about you. If it is wrong, insufficient or irrelevant you have the right to make sure that it gets corrected or removed.

The delimited processing has, from 2013-12-09, in an unclear manner expanded first into a right for Mojang to use the data in its operations and then into a general right for Mojang and Microsoft to process personal data for seemingly unlimited purposes such as marketing and development, as well as to share personal data with third parties. On the basis of the privacy policy (Appendix 11) it can be assumed that data harvesting of the Group Members is taking place that is not openly disclosed.

Microsoft uses the data we collect to give you rich, interactive experiences. In particular, we use the data to: provide our products, which includes updates, protection, troubleshooting and support. This also includes disclosing data to others where required to provide the service or carry out the transactions you request.

- *improve and develop our products.*
- *customise our products and provide recommendations.*
- *Show advertisements and marketing to you, which includes sending advertising messages, showing targeted advertising and presenting relevant offers to you. We also use the data to operate our business, which includes analysing our performance, fulfilling our legal obligations, developing our staff and conducting research.*

For these purposes, we combine data that we collect from different contexts (e.g. from your use of two Microsoft products) or obtain from third parties in order to give you smoother, more consistent and customised experiences, to make well-founded business decisions and for other legitimate purposes.

In our processing of personal data for these purposes, we use both automated and manual (human) methods. Our automated methods are often related to our manual methods. This may, for example, concern data about which buttons you press on a wireless Xbox controller via the Xbox network, tracking data when you use Kinect, as well as other sensor data such as when you use devices with relevant sensors that measure the number of steps you take.

As part of our work to improve and develop our products, we may use your data to develop and train our AI models.

From (Appendix 11), the fact that collected data is used is evident in, e.g., Project Clarity <https://clarity.microsoft.com/pricing> where it is stated that data will not be shared with third parties (which they reserve the right to do), which must be interpreted to mean that Microsoft uses data for its own commercial purposes.

As is evident above, the Defendant grants itself the right to process the Group Members' personal data for purposes that are far removed from providing the service and that rather

cause the personal data to become a commercial asset that the Defendant can exploit. Access to the personal data is therefore to be regarded as a new form of payment in order to be able to continue using the Game. The processing is also contrary to Article 5(b) of the GDPR, since the processing breaches the purpose-limitation principle.

4.5 Unfair commercial practices in the application of contracts

4.5.1 The unfair aspect of the commercial practice has consisted of a threat to the effect that consumers who did not also accept Microsoft's terms of use for access to the Game and migrate their user account to Microsoft, would be suspended from the service, with the consequence that the Game would no longer be usable. The threat has also meant that users who have not accepted the new and substantially expanded terms of use and migrated their user account to Microsoft have lost access to the Game.

4.5.2 The Defendant has also made use of so-called "dark patterns" in its communication regarding the account migration to Microsoft. The Defendant has made use of emotional steering under the category Stirring in the EDPB Guidelines 03/2022 (in the EDPB's own wording about "patterns ... that strongly influence the users' emotional state ... by making users feel ... safe or rewarded"). Here the Defendant has offered a "Migration Cape" (Appendix 34) in order to induce players to submit to the forced migration. What is presented as a reward is merely an attempt to mask the coercive nature and to evoke a positive emotional response when obtaining consent, which is notable since the campaign is clearly aimed at children. The Defendant has itself, in video material about the migration, jokingly described the Migration Cape as a "bribe", which further underscores that the measure was intended to induce players to submit to the forced migration more willingly rather than to constitute a genuine reward. (Appendix 51)

4.6 The Defendant's amended contract terms and processing of personal data are contrary to the GDPR.

4.6.1 The Group Members have not voluntarily given Mojang the right to also include Microsoft in the processing of their personal data. The regulation of personal data processing (Privacy policy) was changed on 23 January 2015 so as to specify, in addition to Mojang, also Microsoft as a processing party (Appendix 6). On 29 August 2017, linking to Microsoft's privacy policy was introduced, with the effect that the consumers were forced to accept new terms from Microsoft regarding the regulation of liability and how Mojang/Microsoft may use the Group Members' personal data. The amended contract terms have (2020) required migration of user/customer accounts to Microsoft on substantially changed terms for them as consumers. The change is not reasonable, since the terms were drawn up unilaterally, and without informing the Group Members, who have not been given any opportunity to decline to approve the terms other than by ceasing to use the Game and thus being deprived of what they had purchased.

4.6.2 The Defendant does not meet the requirements placed on data controllers, since they do not facilitate the Group Members' exercise of their rights, by imposing disproportionate requirements for the data subjects to be able to exercise their right, in accordance with GDPR Art 15, to obtain an extract of how their personal data is processed.

4.6.3 The change of the terms of use has meant that consumers have, contrary to consumer law and the principles in the GDPR, been forced to accept a processing of their personal data outside the EU in order to be able to continue using the Game. Since the consumers were coerced and found themselves in a situation where they did not have a free choice, they cannot be considered to have entered into a valid contract or to have given a consent to the processing that gives the Defendant the right to introduce new parties that process the personal data. The deterioration also consists in the Group Members having their personal data processed for

other undefined purposes (improving and developing products, customising products and giving recommendations, displaying advertisements and marketing, displaying targeted advertising) than providing the Game, and in that the processing of their personal data takes place outside the EU even though it has been established, in two earlier examinations (Schrems I and II), that adequate protection for the data subjects is lacking in the case of processing in the USA. The processing thus takes place without a legal basis.

4.6.4 In the Schrems judgments, the CJEU has declared void the adequacy decision that previously applied with respect to the USA. Since an adequacy decision has been lacking since July 2020, transfers to the USA could not be based on Article 45. A new agreement for the transfer of personal data, the EU-US Data Privacy Framework (DPF), entered into force on 10 July 2023 (more than 2 years after the forced migration began) but it too is the subject of review in case C-703/25 P and can be expected to be declared void on essentially the same grounds as the earlier decisions. Article 46.1 provides, *inter alia*, that in the absence of a decision pursuant to Article 45.3 a data controller or a data processor may transfer personal data to a third country only after having taken appropriate safeguards, and on condition that enforceable data subject rights and effective legal remedies for data subjects are available. Article 46.2 c stipulates that such appropriate safeguards may take the form of standard data protection clauses adopted by the Commission in accordance with the examination procedure referred to in Article 93.2. In the Schrems II judgment, the CJEU did not in itself reject standard contractual clauses as a transfer tool. The Court found, however, that they are not binding on the authorities of the third country. The CJEU stated in that regard that

"although there are thus situations in which the recipient of such a transfer, depending on the legal position and the practice in force in the third country concerned, can guarantee the necessary protection of the data solely on the basis of the standard data protection clauses, there are other situations in which the provisions of those clauses cannot constitute a sufficient means of ensuring, in practice, effective protection of the personal data transferred to the third country concerned."

According to the CJEU, this is "inter alia the case where the legislation of that third country allows the authorities of that third country to interfere with the rights of the data subjects in respect of those data." The reason why the CJEU declared void the adequacy decision with the USA was how the American intelligence services can gain access to personal data. According to the Court, the conclusion of standard contractual clauses cannot in itself ensure a level of protection as required under Article 44 of the GDPR, since the guarantees set out therein do not apply when such authorities request access. The CJEU therefore stated the following: "It is thus apparent that the standard data protection clauses adopted by the Commission on the basis of Article 46.2 c of that same regulation are solely intended to provide controllers, or their processors, established in the Union with contractual safeguards that apply in a uniform manner in all third countries and thus independently of the level of protection ensured in each and every one of those countries.

Since these standardised data protection clauses, given their nature, cannot lead to safeguards that go beyond a contractual obligation to ensure that the level of protection required under Union law is observed, it may be necessary, depending on the situation prevailing in a given third country, for the data controller to adopt additional measures to ensure that the level of protection is observed". In the European Data Protection Board's (EDPB) recommendations on the consequences of the judgment, it is clarified that if the assessment of legislation and practice in the third country means that the protection which the transfer tool is to guarantee cannot be maintained in practice, the exporter must, within the framework of its transfer, as a rule either suspend the transfer or adopt appropriate additional safeguards. The EDPB in this regard finds that "additional measures may only be considered effective within the meaning of the CJEU's "Schrems II" judgment if and to the extent that they - alone or in combination -

address the specific deficiencies identified in the assessment of the situation in the third country as regards its laws and practices applicable to the transfer". It is apparent from the EDPB's recommendations that such additional safeguards can be divided into three categories: contractual, organisational and technical.

4.6.5 As regards contractual measures, the EDPB states that such measures "... may complement and reinforce the safeguards provided by the transfer tool and the relevant legislation of the third country Given that the contractual measures are by their nature generally unable to bind the authorities of that third country, since they are not parties to the contract, these measures may often need to be combined with other technical and organisational measures in order to provide the required level of data protection ...". As regards organisational measures, the EDPB emphasises that "selecting and implementing one or more of these measures will not necessarily and systematically ensure that a transfer meets the fundamental standard of equivalence required under EU legislation. Depending on the particular circumstances surrounding the transfer and the assessment made of the third country's legislation, organisational measures are required to complement contractual and/or technical measures in order to ensure a level of protection for personal data that is essentially equivalent to that guaranteed within the EU/EEA". As regards technical measures, the EDPB points out that "these measures will be particularly necessary where the legislation of that country imposes on the importer obligations that conflict with the guarantees in the Article 46 GDPR transfer tool and which may, in particular, encroach upon the contractual guarantee of an essentially equivalent protection against access to that data by the authorities of that third country". The EDPB in this regard states that "the measures set out in the Recommendations are intended to ensure that access to the transferred data by public authorities in third countries does not impinge on the effectiveness of the appropriate safeguards in the Article 46 GDPR transfer tool. These measures would be necessary in order to guarantee a level of protection essentially equivalent to that guaranteed within the EU/EEA, even where the public authorities' access is consistent with the legislation of the importer's country, where such access in practice goes beyond what is necessary and proportionate in a democratic society. The purpose of these measures is to prevent potentially unauthorised access by preventing the authorities from identifying the data subjects, drawing conclusions about them, singling them out in another context, or linking the transferred data to other datasets which may, among other things, contain online identifiers provided by the devices, applications, tools and protocols used by data subjects in other contexts". Microsoft's introduction of additional technical and organisational safeguards to fulfil the EDPB's requirements, the EU Data Boundary, concerns only business services and not the services in question for private individuals.

4.6.6 Microsoft Corp shall, in its capacity as importer of the data to the USA, be classified as a provider of electronic communications services within the meaning of 50 US Code § 1881 (b) (4). Microsoft is therefore subject to surveillance by US intelligence services in accordance with 50 US § 1881a ("702 FISA") and is thereby obligated to provide the US government with personal data when 702 FISA is applied. The CJEU found in the Schrems II judgment that the US surveillance programmes based on 702 FISA, Executive Order 12333 (hereinafter "E.O. 12333") and Presidential Policy Directive 28 (hereinafter "PPD-28") in US legislation do not correspond to the minimum requirements that apply under Union law pursuant to the principle of proportionality. This means that the surveillance programmes based on these provisions cannot be regarded as limited to what is strictly necessary. The Court further found that the surveillance programmes do not grant the data subjects rights that can be invoked against US authorities in court, which means that these persons do not have the right to an effective remedy.

4.6.7 Against this background, IMY has in decision DI-2020-11373 found that the use of the EU Commission's standard contractual clauses is not in itself sufficient to achieve an acceptable level of protection for the transferred personal data.

After the judgment in Schrems II, Microsoft introduced so-called Standard Contractual Clauses (SCC) and technical measures; these have, however, been rejected by several European authorities in Germany, France, the Netherlands and Austria, as they were not considered capable of neutralising the risk of US intelligence access, among other things because Microsoft's possibility of being affected by FISA 702 was assessed to remain despite encryption. Mojang has not accounted for in what other way they have taken protective measures to give the Group Members adequate protection and the opportunity to assert their rights in an effective manner. The Group Members have therefore, through the Defendant's contract amendments and application, received worse terms and opportunities to safeguard their rights. The deterioration has, moreover, occurred without their being afforded a choice or the opportunity to object to the terms, which cannot be regarded as consent or voluntary acceptance.

The transfer of personal data to Microsoft in the USA was not approved by the customers when they bought the Game. When the Group Members entered into the contract, PUL was the applicable law, and there has been no informed and express acceptance that the data is processed by the new party Microsoft for other purposes outside the EU. Since the change was not prompted by any compelling circumstance, the change is not valid against the Group Members. The transfer of personal data to the USA took place, until 2018, under Safe Harbour, which was subsequently invalidated in case C-362/14 (Schrems I), thereafter taking place under Privacy Shield, which in 2020 was invalidated in case C-311/18 (Schrems II), after which Standard Contractual Clauses (SCC) were used until 2023 when the Data Privacy Framework was introduced. It is still unclear whether the data subjects can exercise their rights under the GDPR, but given that the legal protection in the USA concerns US citizens, it is not established. The court, the Data Protection Review Court (DPRC), which is to examine whether the processing takes place in accordance with the adequacy decision, can hardly be said to be independent since it is part of the US Department of Justice. Nor is the body Privacy and Civil Liberties Oversight Board (PCLOB), which inter alia is responsible for the annual review of the DPF's redress mechanisms, in operation, which means that the data subjects at present in practice still lack protection for their rights. The question of whether an adequate level of protection exists is currently under review by the CJEU in (Latombe v Commission (T-553/23)). There has thus been a lack of both legal basis and an adequate level of protection for the transfer of personal data.

4.7 Statute of limitation has not occurred.

4.7.1 The amendments to the agreements are and have been nullities and have thus never been valid, which follows from both law and the wordings in the EULA.

4.7.2 Since the Defendant's amendments to the contract terms and their application breach law that aims to protect consumers, limitation cannot be invoked. The Group Members have moreover not been informed of the contract amendments or had any practical possibility to object to them.

4.7.3 The Group Members' action concerns ongoing infringements of consumer protection legislation which, through continuous amendments and application, have caused the Group Members damage every day the void contract amendments persist. Personal data is moreover transferred on an ongoing basis, which further substantiates that the breaches of law and contract are continuing. In the same way, the ambiguity of the contract terms and the unfounded threats of sanctions have meant that services from other Players have not been published and have therefore continuously deprived the Group Members of rights, while they have also, without legal basis, risked or had their game accounts suspended.

4.7.4 Since this concerns a continuing contractual relationship in which the Defendant still applies the improper terms, limitation cannot begin to run from when the contract amendments

were first published. Nor can it be counted from when the Group Members became aware of the amendments, since they have neither received any notice nor approved the amendments. Limitation therefore normally begins to run from each new damaging act, not from the original contract amendment. Each time the Defendant applies a void term against the Group Members, a new damage arises with a new limitation period. The Defendant's amended contract terms have such consequences for the Group Members' collective rights as consumers that the infringement must be regarded as a continuously damaging act, see NJA 2018 s. 103 and NJA 2018 s. 793. The damages claim therefore becomes time-barred on a rolling basis, with a limitation period running from each infringement and instance of damage. Since the Defendant appears to consider that the agreements are renewed upon each login, the most recent login thus constitutes the *dies a quo*, meaning that limitation has not occurred for any damages. That the limitation period should therefore not be counted from when a contract amendment occurred but from when the Group Members suffer damage or when the Defendant should have taken remedial action finds support in NJA 1987 s. 243,

4.7.5 In accordance with Section 33 of the Sale of Goods Act (Köpl), a seller cannot invoke that the buyer failed to give notice of defect in time if the seller has acted contrary to good faith (*tro och heder*). The Defendant cannot invoke limitation for contract amendments that were not communicated to the consumers, but were merely posted. A limitation period can therefore not begin to run until the affected/damaged party has had a reasonable opportunity to become aware of their claim. The migration of user accounts to Microsoft accounts, without any possibility for the Group Members to object without losing access to the Game, was completed on 19 September 2023, with the result that this constitutes the *dies a quo* for the Group Members. The limitation period can thus be counted only from when the rules are actively applied against the Group Members.

4.7.6 The Defendant has no effective way for the Group Members to give notice of defect or ask questions about the unilaterally introduced amendments; the cases submitted to their so-called "Ticket system" (case management on a website where the Group Members cannot track their cases) are closed automatically and/or go unanswered. The Defendant also does not provide any e-mail address or telephone number, which means that they have not met the requirements in Chapter 2 Section 2 of the Distance Contracts Act (DavtL) together with Section 22a of the Marketing Act (MFL). Through the amendments, the Defendant has, without objective grounds, limited what the customers can do and publish in the game, with the result that the customers can no longer access content created by other players and that their own invested work may no longer be shared with others or used in the Game. The changes have brought about a deliberate deterioration to the detriment of the consumers, which they had no reason to anticipate based on the agreement they accepted and the consumer protection legislation that was in force.

4.7.7 Since the Defendant has also made it more difficult to access earlier contract versions and amendments after the fact, and deliberately applies the rules contrary to the consumers' rights, it is, in accordance with Sections 33 and 36 of the Contracts Act (AvtL), unfair and contrary to good faith to assert that limitation should be counted from the time when the Defendant took the measure. In any event, limitation shall not be counted from any time other than that at which the Defendant can show that the group members were informed, given a practical possibility to object to the amendments and/or demand rectification.

4.7.8 The consumers have not been able to give notice of the defects, since there have not been isolated, clear changes but rather it has been the uncertainty in the meaning of the agreement that has affected the Group Members as regards what they can do without risking sanctions. The trader has not provided any effective way for the consumers to give notice of the defect, and has also not informed the Group Members of the amendments despite reserving the right to use their personal data.

4.7.9 When accounts have been shut down, no remedy or compensation has been offered. When a question about it has been raised, it has been answered in the negative with reference to the "current" contract terms, despite it not having been shown that the consumer was at fault. (Appendix 19, 30, 38, 49, 55)

The Group Members have suffered damage in that the contract terms and their application, following Microsoft's purchase of Mojang in 2014 and the introduction of Microsoft as a party in 2015, have changed what the Group Members can do with the Game. The Group Members have not been informed or afforded any possibility to take a position on the contract amendments or to obtain compensation for them. The amendments have negatively affected the customers' ability to use the game compared with the terms at the time of purchase. The changes can be divided into 7 categories.

4.7.9.1 Changes that affect consumers' ability to assert their rights.

4.7.9.2 Changes that unilaterally introduce new contract terms that affect the game's functions or the Group Members' ability to use the game, for example by limiting the possibilities to access or share player-developed content by introducing restrictions on which changes and additions the users can make in the game, or in how they can interact with other players, for example by using so-called mods.

4.7.9.3 Changes that mean that consumers, on account of their use of the software, are changed so as to become covered by the terms for commercial traders.

4.7.9.4 Changes that mean that the customers can no longer use the game, since game accounts may be shut down.

4.7.9.5 Changes that introduce Microsoft as the consumers' counterparty.

4.7.9.6 Changes that mean that the customers' personal data is processed in a manner other than the one they accepted at the conclusion of the purchase.

4.7.9.7 The Defendant has also regulated the possibility to share and access other Players' developed add-ons, so-called "Mods", in various ways over time. For the Group Members this is an important issue, since the freedom to create, share and access what other players have created has been an important driving force and motivator for using the Game. It is also a feature that the Defendant has marketed as a "Java edition feature". In contract versions after 2015, mods are no longer permitted to contain distinguishing features such as, for example, speed modifications or weapons if they do not consider that it is consistent with Mojang's or Microsoft's fundamental values. Since fundamental values are not defined or clear, this cannot be applied against the Group Members. Nor does Mojang permit the "mod" to be monetised (sold or requiring a fee) without special permission. Even consumers who share the costs of a server therefore risk breaching the terms even if there is no commercial purpose.

4.8 The Defendant was aware that the Players were children or young people when the contract changes occurred, and that it was therefore likely that the Group Members would have difficulty assessing the consequences and challenging the changes, since these were not clear, comprehensible and communicated in an age-appropriate manner. A clear example that the Defendant has been aware of and has directly targeted children is the Migration Cape that was offered in order to induce players to move their user accounts to Microsoft. For that reason, all changes in the game and in how it can be used based on the new contract terms constitute a defect in the product, since they have directly or indirectly affected the Group Members' possibilities to use the product. The Group Members then have, pursuant to Section 34 of the Sale of Goods Act (Köpl), the right to demand the rectification of the defects, which are material; such rectification would therefore mean that the Group Members' earlier rights are restored, which shall include shut-down or lost player accounts.

4.9 Damages (ground 3.7)

4.9.1 Damages shall be determined at 15000 kronor per Group Member, or such an amount as is reasonably determined by the court in accordance with Chapter 35, Section 5 of the Code of Judicial Procedure (RB), for the damage they have been caused through the introduced changes to the service that affect the processing of their personal data and how they have been able to use the Game. The liability for damages for the privacy harm they have been caused by the processing of personal data follows from Art. 82 GDPR (the General Data Protection Regulation), since the forced migration of personal data to Microsoft has meant that their personal data is now used for purposes other than those the Group Members voluntarily accepted, and that personal data has been transferred to the USA where the Group Members do not have the same legal protection as within the EU. In determining the damages, account shall be taken of the fact that the agreement with the consumers was brought about through coercion, concerned the personal data of children, and that the terms they were forced to accept have resulted in their personal data being used for other and considerably more privacy-invasive purposes than those originally accepted. The design of the terms means that the starting point must be that the Defendant has mapped the Group Members since they were children.

4.9.2 Through the change in the Defendant's processing, the Group Members have been deprived of control over their personal data, and they have been used for the financial gain of the Defendant and its owner. The Defendant has, through its conduct, shown that it does not comply with the obligation in Article 12(2) GDPR, since it does not facilitate the data subjects' exercise of their rights under the GDPR, as it imposes such requirements regarding the information needed in order to release an Article 15 extract that the data subjects cannot meet them. (Appendix 20)

4.9.3 Since the current processing of personal data takes place without a valid acceptance of the contract terms or consent, Mojang breaches Articles 6-8 of the GDPR. Damages for unlawful processing of personal data must take into account that the processing takes place through a deliberate risk-taking where there is a clear financial gain. The case law that has so far applied in Sweden (NJA 2013 s. 1046, when PUL was the applicable law) regarding compensation can no longer be considered relevant or to reflect the intentions behind the introduction of the GDPR. Apart from the fact that 13 years have passed since the judgment (a period over which the monetary value has been substantially eroded by inflation), the GDPR was introduced with the intention that damages should function as a dissuasive measure. It can therefore also be questioned whether the Supreme Court's valuation of the damage value after the introduction of the GDPR is still relevant. It can be questioned whether the established level of damages for infringements of personal privacy satisfies the principles of equivalence and effectiveness, since it is clear that the levels of damages are considerably higher in other EU countries. The damage to the Group Members cannot be considered to be less than it would have been if the action had been brought in another EU state, since the damage by its nature does not follow national borders.

4.9.4 BGH, the German federal court, has also, in BGH VI ZR 10/24 "the Facebook Scraping case", concluded that damage exists merely by virtue of the data subjects losing control over their data, even if no monetary damage can be shown. The cap on the amount that was introduced by that judgment is, however, not relevant, since it concerned only trivial and generally available data. In the present case, the Group Members have been mapped and data harvested over several years, where demographic data and user data have been linked together with data on user behaviour, which constitutes an in-depth mapping of the data subjects that has probably also been used to train AI. The EU Court of Justice's ruling in C-340/21 VB v. Natsionalna agentsia za prihodite (and AG Pitruzzella's Opinion) is relevant, since it establishes that fear of future misuse is compensable and that there is a presumption of fault

on the part of the data controller. The Defendant can, in accordance with its unilateral terms, be expected to have processed the data in such a manner over which the Group Members have no control. Since it is also possible under the agreement that the data has been transferred to a third party outside the data subjects' control, this is a substantial risk. In the Irish cases *Kaminski v Ballymaguire Foods AA Ireland Ltd.* (2023) the data subjects were awarded £2000 for personal data being used for another purpose (for training purposes), and, respectively, *McCabe v AA Ireland Ltd* (2024) where €5,500 was awarded for a similar type of infringement.

Below is a comparison of damages levels within the EU.

Translation Note: *Diagram/table p. 51, transcribed from image in the original:*

Non-material damages per person: typical amounts

Country	Typical amount	Level
Sweden	approx. 300–5 000 kr	low
Netherlands	€250–500	low
Austria	€500–1 000	low
Germany	€100–5 000	varies
France	€1 000–5 000	varies
Ireland	€1 000–10 000	varies
Italy	€3 000–15 000	high
Spain	€3 000–15 000	high
UK (post-Brexit)	£750–15 000+	rising

** Amounts refer to typical outcomes for non-material damage without economic loss. The amounts may vary significantly depending on the circumstances.*

Comparison: specific court cases

Country	Case / type	Amount
Sweden	JK – Social Insurance Agency discloses protected population registration	25 000 kr (~€2 200)
Sweden	JK – sensitive health data in a judgment	25 000 kr (~€2 200)
Sweden	Typical, simple case (case law)	3 000–5 000 kr (~€280–470)
Austria	Österreichische Post – political profiling (C-300/21)	Dismissed (claimed €1 000)
Austria	Schrems v social network – incomplete register extract	€500
Austria	Direct marketing without consent	€800–1 200
Germany	BGH – scraping incident (VI ZR 10/24, 2024)	approx. €100
Germany	Misdirected recruitment email with personal data	€1 000–2 000
Germany	Duisburg, Article 15 breach (register extract)	€500 (overturned on appeal)
Netherlands	Data breach, exposure to a single colleague	€250
UK	Lloyd v Google – class action, dismissed (UKSC)	Dismissed 2021

Country	Case / type	Amount
Bulgaria	NAP cyberattack, >6 million affected (C-340/21)	Awaiting national examination

Swedish normative, non-material scale: 3–5 kkr (lowest in the EU for simpler cases). Average Southern Europe: €3–15k (up to 30× higher than Sweden).

Sources: Noerr damages tracker <https://www.noerr.com/en/topics/gdpr-damages-tracker> Mona Naomi Lintvedt Putting a price on data protection infringement" – Oxford Academic / IDPL (2022) Shu Li Compensation for non-material damage under Article 82 GDPR: A review of Case C-300/21

- 4.10** Nine aggravating circumstances in the Defendant's deficient compliance with the PUL/GDPR that shall be taken into account when determining damages:
- 4.10.1** (i) Recidivism - Microsoft's documented history (FTC COPPA \$20 M 2023)
 - 4.10.2** (ii) Coercion - enforced via the shutdown of game accounts
 - 4.10.3** (iii) Minors - the proportion at the conclusion of the contract (Chapter 9 of the Children and Parents Code (FB))
 - 4.10.4** (iv) Volume - over 4 000 members, millions in total migration volume
 - 4.10.5** (v) Duration - ~3 years (2020 12 01 to 2023 09 19)
 - 4.10.6** (vi) Economic gain - telemetry, Xbox Live conversion, AI training
 - 4.10.7** (vii) Targeted manipulation against children - the Migration Cape as the dark pattern type emotional steering under the category Stirring in the EDPB Guidelines 03/2022; breaches UCPD art. 5.3 + 6 + 7 (vulnerable consumer group + misleading), the Marketing Act (MFL) Sections 5, 7, 8, 10, GDPR art. 7.4 (voluntariness is excluded by the reward/punishment mechanism), GDPR art. 8 + recital 38/58 (children's consent), the Convention on the Rights of the Child art. 3, 13, 16, 17 (SFS 2018:1197) as well as WP29 Opinion 2/2009 on children's personal data and the IMY's guidance on children's personal data (requirement of special protection in the processing of children's data, cf. also the EDPB Guidelines 05/2020 on consent and the prohibition on coupling in art. 7.4).
 - 4.11** (viii) Refusal to engage / corporate stonewalling pattern, deliberate obstruction of the data subjects' ability to assert their rights. This is documented in the Microsoft Commercial Escalations case 11259545 (October 2023, Appendix 19), where Microsoft Relationship Manager Mario Montoya, after having acknowledged the unilateral substitution of the perpetual licence ("the old one doesn't apply anymore"), concludes with "I will take no further action on the matter, and will no longer be responding to any further email communications concerning your request". This is documentation of a trader's systematic refusal to engage with legitimate consumer inquiries about the contractual relationship after a fundamental contract amendment had been forced through. Further examples of the same refusal to respond to consumers' inquiries are evident from (Appendix 17, 28, 30, 52, 53, 54, 55). This breaches the spirit of GDPR art. 12.4 (the obligation to respond to data subjects' requests), UCPD art. 7 (misleading omission through outright refusal).

Translation note: seems like 4.12 got typo'd, it's empty as well in the one sent in, not that big of a deal.

4.12

4.13 The non-material damages, in addition to the intrusion into the Group Members' privacy, consist in that their opportunities to freely express themselves have been restricted, as well as that they have been deprived of the possibility to continue using that which has been created in the game, regardless of whether this took place as a player or as a creator of a server or mods. Kian Brösa estimates that he, like many others, has spent around 1500 hours on the game. According to external estimates, the player collective's playing time for Minecraft on PC has averaged around 500-1,000 hours per user, which means that all restrictions imposed on the Group Members will have a great impact in terms of lost time. Players often spend 7-8 hours a week, and for the younger ones sometimes 10-15 hours a week, on the game, which means that changes to the game quickly erase large amounts of invested time. The Group Members are therefore entitled to receive reasonable compensation for the estimated loss consisting of invested time and work caused by the Defendant's shutting down and prohibiting the use of the services.

5 Factual circumstances

5.1 The background to the action for class proceedings is that a large number of consumers (27,023) consider that they have been exploited by market-dominant companies that operate on the internet and, in doing so, across national borders without respecting consumers' rights. Many of the companies that dominate the market for digital entertainment have their legal domicile outside the EU, which in many respects means that they are unfamiliar with the consumer protection that exists in Europe. The rapid development has also led to the emergence of business practices that are alien to earlier practice within consumer law, and the individual consumer has little possibility of asserting his rights against them. Often, "free services" are based on collected data about the users or the reuse of what they have created, which thereby becomes the companies' resources that can be exploited commercially. It is common for very extensive, complex and unclear contract terms to deprive the majority of consumers of the possibility of asserting their rights. The business methods are particularly questionable since the Defendant, as in the present case, is well aware that a very large proportion of their customers are children and young people. The reference that exists regarding minors having to obtain the help of an adult in order to understand the meaning of the agreements cannot be regarded as anything other than a "fig leaf", since the Game is clearly directed at young players.

Translation note: Fig leaf didn't particularly translate well from Swedish, no real equivalent, could be substituted by the word "joke" even though that doesn't particularly match the original intent closely either

5.2 Computer games constitute a large part of today's media market, meaning that consumers spend a great deal of time and money and, in addition to entertainment, encounter expressions of opinion through them. It is therefore important that consumers have clear, comprehensible and reasonable terms that they can expect to remain stable over time. This is particularly important where a large part of the value that exists in a game and attracts the customers is something that is created by other consumers. When, without any traceable legal requirements, restrictions are introduced on how consumers may use and partake of what other consumers have created, this is in itself a significant change to a Game that has largely built its success on consumers' possibility of interacting with one another.

5.3 When traders no longer respect consumers' rights but instead state that they may change the terms for using the product at any time without notifying the consumers, the very foundation of consumer law is called into question. Since these are often relatively cheap products and asserting one's rights is associated with high costs, many consumers have experienced a sense of resignation regarding the possibility of asserting their rights. That many consumers consider this to be a problem is, however, clear, since we have so far received responses from 27,023 persons who have registered their interest in participating in the class action and a

further 457,012 persons who have expressed their approval of the initiative. For the action to be pursued as a class action under Swedish law, it has, however, been necessary to set up criteria regarding jurisdiction, time of purchase and age at the time of purchase that have limited the group.

5.4 There is thus a strong consumer interest in holding traders accountable for abuses against consumers and ensuring that the individual has the possibility of having his rights respected, which is the reason why Kian Bröse has started a campaign to pursue a class action against Mojang/Microsoft. He and many other players have tried to make contact with and influence Mojang/Microsoft in order to obtain an answer or rectification, to no avail, which means that legal proceedings have become the only recourse for asserting consumers' fundamental rights. The letter that was addressed to the defendant on 17 September 2025 with the Group Members' demands was answered in such a way that it is clear that there is no willingness to remedy the problems.

5.5 When the Game was launched, cooperation between players/consumers and the players' sharing of their own creations with other players was something that was encouraged and constituted the precondition for the Game's dissemination and success. For the Group Members, the freedom both to create and freely share what one has created, and to be able to take part in what others have created in order to play with other players, has been a central feature of the Game. After Microsoft's purchase of Mojang in 2014, significant changes to the detriment of consumers' ability to do so have occurred. The consumers have been forced to move their accounts for the Game to Microsoft accounts and to accept entirely new licence terms in order to be able to continue playing the Game, while at the same time their personal data are now processed outside the EU in breach of the GDPR.

5.6 Kian Bröse purchased a licence for the computer game Minecraft on the 17th of March 2012, when he was 9 years old. Agreements between consumers such as Kian Bröse and the other group members were concluded with Mojang through a so-called "shrinkwrap agreement" when they purchased the software, together with the registration of their game accounts on the Defendant's website in order to be able to start playing. At that time it was possible to view the contract terms that governed the purchase of the game and the terms for how the game could be used. Since the terms and the application of them were generous, there was for most users no reason to consult the contract terms, since it did not affect the possibilities of using the Game as expected. The Defendant has, however, never required the user to scroll through and actively accept the contract terms, as is commonly the case (e.g. Riot Games, Epic Games, Blizzard.) The form may, however, be questioned in itself if the contract terms conflict with consumer law by being deficient in clarity and being unfair.

5.7 The Group Members have therefore had reason to assume that the terms that applied at the time of purchase would continue to apply for as long as he used the game, or in any event that no significant changes would occur. All group members have purchased the Game and started their user accounts before 2013-12-10 under the contract terms that applied at that time (Appendices 1, 2, 3). All have also stated that they do not want Microsoft as a contracting party and would have refused the migration had they not lost access to the Game.

5.8 Kian Bröse and the other Group Members are consumers; Kian Bröse, like many others, has also created content, by developing software functions and recording films that are published in various media, e.g. Youtube. Kian Bröse has also, like many others, on an amateur basis operated an independent Minecraft server on the internet for a large number of years, which has meant that he installed software for Minecraft in a rented IT environment that he then allowed other players to use so that they could play together and against one another. Often it has been the person who, like Kian Bröse, operated the server who bore the costs, but it has also been common for the players who used the server to share the costs of operation on a

cost-recovery basis. Several other group members also operate Minecraft servers and are influencers who, among other things, publish material connected to Minecraft. As influencers, they sometimes receive donations or compensation from companies for assistance with marketing. That circumstance is relevant to the action since it is that activity which has made them aware of the changes that have been implemented and have affected all Group Members. What the Group Members have in common is that they have played on servers set up by another consumer, and have regarded the possibility of doing so as a self-evident part of the gaming community to which they belonged. It has then occurred that the person who operates a server charges a fee from other players. The fees are low and the intention is to share the costs of operating the server. What is common is that the activity of server operation is of a limited nature. Fundamentally, however, the Group Members who have operated servers are consumers, since the provision of servers is not carried out commercially with a profit purpose, but has constituted leisure activity.

5.9 The changes to the terms of use have been introduced unilaterally by Mojang/Microsoft, where there is a complete lack of balance and they are unilaterally to the trader's advantage. One example of this is that the terms state that Mojang has the right to change the terms unilaterally at any time, and that the customers' only choice is then to stop using the game. The change in the relationship with the Players from when the game was launched and disseminated is obvious; see the original terms for access to the Game (Appendix 14). The creator of the Game, Notch Persson, blogged openly about the development and communicated directly with the players via Twitter and email. This transparency created an engaged community that felt ownership over the game and its direction. Bug reports, suggestions and discussions were handled openly, which reinforced the feeling of being involved in shaping something. It was also to a large extent the community, YouTubers and word of mouth that drove the sales of the Game up until Microsoft's purchase. Since 2015, the openness has disappeared and it is today difficult to obtain an answer or clarity regarding how the Game may be used.

No clear information has gone out to the Group Members about, nor any possibility of taking a position on, the new contract terms, still less of obtaining access to official public statements regarding their application. Nor was it taken into account, in the drafting or the communication, that the Group Members were children. No active position on the new terms has been required, with the exception of the forced migration of game accounts to Microsoft. Nor has it been possible to view the history of the contract terms and what changes have occurred, since it is only the current contract terms that are published on the website that the Defendant controls. In order to be able to view earlier terms for comparison, tools such as the Wayback machine must be used to recreate the web pages at historical time points, and then thousands of pages analysed to see what changes have occurred. By the fact that only the Defendant has access to, but does not make available, the information, they have created an unfair information advantage that has made it more difficult for the Group Members to exercise their rights.

5.10 The application of terms that have restricted the Group Members' possibilities to use the Game with the characteristics that were expected has mainly been directed at individual Players who have been prohibited from spreading the information. The method used to control the Players has thus consisted in creating uncertainty by not being transparent.

5.11 Games such as Minecraft have a business model that essentially builds on the fact that it was the 50 million users that constituted the value in the company, which is illustrated by the fact that Mojang was bought by Microsoft for USD 2.5 billion, even though it only had a turnover of USD 300 million and a profit of USD 150 million. That Microsoft was prepared to pay USD 50 per existing consumer indicates that the customer data is intended to be exploited for commercial purposes. Through the purchase, the Group Members have been transformed from consumers into an asset on Microsoft's balance sheet, without having been asked about it. In

addition, their terms of use have been worsened without them having had a realistic opportunity to object. Changes introduced without providing a proportionate advantage or benefit for the consumers are therefore unfair.

5.12 A change in the contract terms can be discerned, beginning after Mojang introduces its own fee-based service Realms, which in many ways competed with servers that were set up by consumers in order to play together with others. After Microsoft's purchase of Mojang on 2014-09-15, a large number of changes affecting the consumers have been introduced from 2015-01-23. The clearest changes are that the consumers are now also covered by Microsoft's account terms, meaning that the consumer is subjected to a multitude of new requirements and must approve that Microsoft may process their personal data for entirely different purposes than delivering the Game to the consumers.

5.13 When Mojang launched Minecraft they were a company that was run by players for players (a description the Defendant still uses); the terms of use that existed then had a reasonable balance between them and the players, which was a precondition for the game's great success. An example of that is that the founder Notch Persson inserted a function so that the consumers would be able to keep an earlier version of the Game and not be affected by later changes in the Game. The possibility to continue playing older versions of the Game admittedly still remains, but since a Microsoft account is required and thereby approval of the terms in order to use the account, the point of the consumer's control over the contract terms has disappeared, since the Defendant appears to consider that they have accepted the new terms regardless of whether they have read or taken a position on them or not. The changes in the terms of use have been introduced unilaterally in such a way that balance is entirely lacking, which rather constitutes exploitation of the customers.

*Translation note: In case of doubt, this section above refers to how you can still play older specific versions of the game (ie 1.15 1.12.1 etc) and aren't forced into the latest one, where the issue is that that in itself is barred behind a mandatory Microsoft login to even be able to launch the game.

5.14 The original terms of use for Minecraft "Copyright" (Appendix 14) were brief and essentially meant that the consumers were allowed to do as they wished as long as they did not sell what Mojang had created or harass other players. There was no reference to how personal data would be processed; instead this was added to the terms at the end of 2010 (Appendix 33) and referred to the consumers' rights under the PUL as well as that the personal data would be used within Mojang for the fulfilment of obligations towards the consumer.

5.15 From 2010-12-17 Mojang has unilaterally introduced a contract term meaning that any changes whatsoever may be introduced, at any time with retroactive effect.

We reserve the right to change this agreement at any time with or without notice, with immediate and/or retroactive effect

Minecraft Terms of Use (Appendix 1) Mojang states no limitations and is moreover not transparent about the changes, partly by not having the original terms available, but also through the fact that the consumers' rights are affected by secret agreements with Mojang's partners. To force the Group Members to approve new versions of the agreement with terms other than those that apply upon acceptance of the terms for the Game, is a form of misleading conduct and contravenes Section 11 of the Act on Contract Terms in Consumer Relations (1994:1512) since it is a supervening circumstance that shall not be capable of being invoked to the detriment of the consumer. An example is the Mojang Brand Guidelines, which is a hidden agreement for "Mojang Partners" that is not available to the public; it is found as a document in the "Compass" platform, Mojang's secret documentation page for Partners who have a direct agreement with the company. See excerpt (Appendix 21, 40, 41, 42, 43). The terms stated there are then transferred/applied to the Group Members by the Defendant's partners without

this being apparent. The contract term is also very far-reaching and breaches the principles for what is fair under the Act on Contract Terms in Consumer Relations (1994:1512) and EU Directive 93/13/EEC on unfair contract terms. The contract term is void, and the assertion of the right to change the terms and apply them without in practice taking the consumer protection legislation into account contravenes good faith. This applies particularly in a contractual relationship since the Defendant, through its size and market presence, must be aware that it is not compatible with the consumer protection laws to assert the contract terms. Since such an application contravenes both Section 33 of the Contracts Act and Section 33 of the Sale of Goods Act, it follows that the defects, on account of the breach of good faith, may be invoked regardless of the limitation period. It would also contravene good faith to refer to the term not being applied, since Mojang has on a number of occasions referred to older licence terms that are no longer available (Appendix 31).

5.16 Changes that introduce Microsoft as the consumers' counterparty

Beginning 2015-01-23, Microsoft is introduced as a new contracting party for the consumers. Initially it is in the Privacy Policy that Microsoft is introduced as a counterparty (Appendix 6); this is, however, done only by this document being changed on Mojang's website; on 2016-08-16 a direct link is made to Microsoft's Privacy Policy from Mojang's website, no information about the change goes out to the consumers, but rather the Defendant only changes the content on the website without notice. Thereafter all agreements have been rewritten with Microsoft as the consumers' counterparty without this being notified to the consumers in any other way than being stated on Mojang's website. On 21 October 2020, Mojang / Microsoft began their forced migration of the consumers' accounts from Mojang to Microsoft. The migration was thereafter carried out and was completed on 19 September 2023 with the threat that the consumers would lose access to the Game if they did not accept the migration and the terms then stated.

Collection of quotations, messages from Mojang about account migration (Appendix 45, 50):

Last call to voluntarily migrate Java accounts (Last call article)

However, the voluntary migration period is closing soon (Last call article)

you will need to migrate to a Microsoft account to continue playing Minecraft (Migration FAQ)

Starting March 10, 2022, you won't be able to play Minecraft: Java Edition unless you move to a Microsoft account (Last call article)

must be migrated to a Microsoft account to continue playing. (Migration email)

you will not be able to access the game until you complete migration (Migration FAQ)

Migration is mandatory (Migration FAQ)

when the voluntary migration period ends, you'll need to move your account or risk not being able to play the game (Migration FAQ)

Java players need to move to a microsoft account (Java Account Move Video)

To make this improvement possible, all players will need to transition from Mojang accounts to Microsoft accounts. (Moving Java Edition Is Moving House Article)

This move is mandatory (Moving Java Edition Is Moving House Article)

We're moving accounts from Minecraft accounts to Microsoft accounts (Java Account Migration Video)

players will need to migrate to a Microsoft account (Minecraft Official Tweet)

If you're reading this and still haven't switched to a Microsoft account yet, make sure you migrate before the deadline to keep your account (Last call article)

Messages from Mojang to consumers who held an account for Minecraft Java Edition (Appendix 45, 50).

The Players who did not actively migrate their accounts have subsequently lost access to the Game, which is to be regarded as an unjustified termination on the part of the Defendant.

5.17 Changes which mean that consumers, because of their use of the software, are transformed so as to become covered by the terms applicable to traders.

One of the advertised features of the game is the possibility of playing with others. A Minecraft server is, put simply, a way for more than one person to play Minecraft together. Playing with other players can be done in various ways:

- The consumer himself makes the Game available to other participants who are located on the same local network, "LAN". To play in that way, no further acceptance of the contract is required.
- The consumer himself downloads software for the server and installs it so that it is accessible to others on the internet. If the server was published on the internet, until 26 June 2014 no further licence or other agreement was required to do so. This was changed by the introduction of a requirement to edit the file "eula.txt" by entering "eula=true" in order to let the server start, which meant that whoever sets up the server thereby states that the EULA terms are accepted. This, however, is not something that the Defendant has notified the Group Members of or published, and it had occurred after the consumers had accepted the contract terms. In order to understand this, it has been necessary to go into the code, and nor has it been apparent from the agreement, despite the possibility of setting up one's own servers having been a central part of the game's core marketing.
- Mojang Realms, a commercial server service that was launched in 2013, is offered so that players can play via the internet. Mojang Realms lacks support for so-called mods, plugins and advanced administration, and competes with but has not driven out private Minecraft servers. It has affected the market by creating a simpler, controlled alternative - especially for younger or more casual players.

5.18 When the Commercial Usage Guidelines were tightened on 31 May 2016, meaning that servers that the consumers operated were, under the new rules, considered to constitute commercial activity regardless of whether it was a question of business operations, this created a great deal of uncertainty, with the consequence that the phenomenon decreased.

5.19 Changes which mean that the customers can no longer use the game.

The Defendant has introduced or applies rules which mean that a user whose user account with Microsoft is hacked loses his user account and access to the game and is forced to buy it again in order to be able to continue playing. Nor is the consumer offered any compensation, regardless of whether the incident was due to the consumer or to Mojang/Microsoft.
(Appendices 24, 46)

See also correspondence from Microsoft to consumer (Appendix 19) and Appendices 30, 38, 55.

5.20 Enforcement of sanctions

The change of the contract terms is in itself problematic, since it shows a lack of respect for the consumers' rights and the possibility of making informed decisions. However, Mojang has not only changed the terms but also how they interpret the terms in practice, which has resulted in them issuing threats of, and carrying out, sanctions against consumers. Mojang has thus enforced sanctions (Suspensions) against users who are alleged to breach the new rules, even though the consumers entered into the contract when terms other than those forming the basis for the sanctions were in force.

5.21 Changes that mean that the customers' personal data is processed in a manner other than what they accepted at the conclusion of the purchase.

When Mojang launched Minecraft and began offering services, the protection of personal data was based on the EU's data protection directive 95/46/EC, in Sweden implemented in the Personal Data Act (1998:204). It was replaced on 25 May 2018 by the EU regulation General Data Protection Regulation (Regulation (EU) 2016/679, in Sweden called the Data Protection Regulation. The meaning of the change was that more data is considered to constitute personal data and that stricter requirements are placed on the legal basis for the processing, while at the same time the requirements for information to the data subjects have been tightened.

The Defendant introduced a new Privacy Policy in 2015, in which it clearly appears that Microsoft and their terms too shall apply to the contractual relationship. No choice is given to refrain from Microsoft being covered by the contract and thus being given the right to process the data. It is important to us that your privacy and data are protected. Most importantly we would like you to know that we do not want to use your data unless it is ok with you. That is why we have made this privacy policy - so you can be clear on how we intend to use your data. Please be aware that Mojang is now part of Microsoft. When this policy says "we" or "our," that means Microsoft, including Mojang and other controlled affiliates and subsidiaries. (Appendix 35)

The consumers have not been presented with any choice regarding whether their personal data is to be processed by Microsoft or for purposes other than those for which it was originally collected.

The Group Members have not been asked or given their voluntary consent to the processing that Mojang/Microsoft carries out. The consent that was given upon the migration to Microsoft was forced in order not to lose access to the Game and was not proportionate, since the consent is more far-reaching than what was necessary for Mojang/Microsoft to be able to continue to provide the Game to the consumers.

5.22 The claims of the action are therefore, in summary, grounded in that consumers must be able to trust that contract terms which they approve at the time of purchase cannot later be changed arbitrarily, and that there are possibilities to assert the rights in an effective manner by bringing a class action. Once concluded, a consumer contract cannot be unilaterally rescinded or changed unless there are objective grounds for it. That a company sells its business to another company with a different commercial approach and attitude to consumer law cannot mean that consumers lose their previous rights to use something they have bought. Consumers shall not be able to be forced into contract changes or a changed application of the terms of use without being given a practical possibility to object, or to continue using the service they originally bought and acquired the right to use, if it is technically possible. Changes in terms and application that affect established patterns of use must be clear and informed in order to be valid. Fundamental and established use cannot be unilaterally changed without offering alternatives or compensation when it is unilaterally beneficial to the trader's advantage.

Commercial use of personal data requires an explicit and informed consent from the consumers and is to be regarded as an additional requirement of payment for the service. A transfer of the responsibility as data controller is not possible when it means that the data subjects' rights are no longer respected or able to be exercised.

6. Statement of evidence

Kian Bröse and the Group Members invoke the following written evidence on a preliminary basis; they reserve the right to supplement the statement of evidence after the Defendant has filed its statement of defence.

6.8 Written evidence

1. Minecraft Terms of Use applicable to the Group Members, unilaterally amended 2013-12-09. The evidence is relied upon to prove that the Parties have entered into a consumer agreement concerning access to and use of the Game on the stated terms drawn up by the Defendant without prior negotiation. The evidence is also relied upon to prove that the contract terms are unclear and contain terms that are in themselves unfair and void, with the consequence that amendments to the Group Members' disadvantage are void.
2. Minecraft name, brand and assets usage guidelines applicable to the Group Members, unilaterally amended 2013-12-09. The evidence is relied upon to prove that the Parties have entered into a consumer agreement concerning access to and use of the Game drawn up by the Defendant without prior negotiation. The evidence is also relied upon to prove that the contract terms appearing in the agreement and the additional ones are unclear and contain terms that are in themselves unfair and contrary to consumer-law rules, with the consequence that the terms themselves and amendments to the Group Members' disadvantage are void.
3. Mojang Terms and Conditions applicable to the Group Members, unilaterally amended 2013-12-09. The evidence is relied upon to prove that the Parties have entered into a consumer agreement concerning access to and use of the web service Mojang.com drawn up by the Defendant without prior negotiation. The evidence is also relied upon to prove that the contract terms appearing in the agreement and the additional ones are unclear, conflict with those applicable to the Game and contain terms that are in themselves unfair and contrary to consumer-law rules, with the consequence that the terms themselves and amendments to the Group Members' disadvantage are void. The evidence is furthermore relied upon to prove that the Parties have entered into an agreement in which the processing of personal data was regulated for the Group Members when the agreement was concluded, and that it is those terms which constitute the legal basis for the processing of personal data and that the additional contract terms are void.
4. Register new Mojang account. The evidence is relied upon to prove which terms were applicable for the Group Members to be able to register a user account that provides the possibility to download the Game and use the web service Mojang.com. Both of the links Terms and Conditions and Privacy Policy, which must be accepted, lead to Appendix 3.
5. Compilation of contract amendments. The evidence is relied upon to prove that Mojang has unilaterally amended contract terms on a number of occasions, which has affected the Group Members' possibilities to use the Game and to assert their rights as consumers.
6. Mojang Terms and Conditions. Updated 23 January 2015 (Privacy Policy). The evidence is relied upon to prove the changes introduced after 22 January 2015. The evidence is also relied upon to prove that the contract terms are unclear, contain terms that are unfair and void, and that the amendments breach the Group Members' rights in such a way that they are entitled to the damages claimed.
7. Minecraft EULA Published 27 October 2015. The evidence is relied upon to prove the changes introduced after 22 January 2015. The evidence is also relied upon to prove that the contract terms are unclear, contain terms that are unfair and void, and that the amendments breach the Group Members' rights in such a way that they are entitled to the damages claimed.
8. Microsoft Services Agreement (Agreement for Microsoft services) 2026. The evidence is relied upon to prove that the Defendant has unilaterally amended the contract terms, that the contract terms are extensive, unclear and contain terms that are contrary to law, are unfair and void, and that this gives the Group Members a right to the damages claimed.
9. Minecraft EULA 2026. The evidence is relied upon to prove that the Defendant has unilaterally amended the contract terms, that the contract terms are extensive, unclear and contain terms that are contrary to law, are unfair and void, and that this gives the Group Members a right to the damages claimed.

10. Minecraft Usage Guidelines 2026. The evidence is relied upon to prove that the terms, taken together, are extensive, create lack of clarity and uncertainty in relation to the contract terms, and that such lack of clarity shall be interpreted to the consumers' advantage.
11. Microsoft Privacy Statement (privacy policy) 2026. The evidence is relied upon to prove that the Defendant has unilaterally amended the contract terms, that the contract terms are extensive, unclear and contain terms that are contrary to law, are unfair and void, and that this gives the Group Members a right to the damages claimed.
12. Xbox Terms of Use apply to all consumers regardless of whether they use Xbox or not. The evidence is relied upon to prove that the Defendant has unilaterally amended the contract terms, that the contract terms are extensive, unclear and contain terms that are contrary to law, are unfair and void, and that this gives the Group Members a right to the damages claimed.
13. Minecraft Community Standards 2026. The evidence is relied upon to prove that the Defendant has unilaterally amended the contract terms, that the contract terms are extensive, unclear and contain terms that are contrary to law, are unfair and void, and that this gives the Group Members a right to the damages claimed.
14. Minecraft Copyright 2009, the original terms of use for the Game. The evidence is relied upon to prove the norm-setting terms that originally applied to the use of the Game and that it was the uncomplicated and far-reaching rights for consumers that contributed to the Game's success.
15. Xbox Community Guidelines 2026. The evidence is relied upon to prove that the Defendant has unilaterally amended the contract terms, that the contract terms are extensive, unclear and contain terms that are contrary to law, are unfair and void, and limit their rights, which gives the Group Members a right to the damages claimed.
16. Terms of use for the Microsoft 365 service. The evidence is relied upon to prove that more favourable terms are usually offered to business users than to consumers of the Game.
17. Email message with customer service. The evidence is relied upon to prove that the terms unilaterally drafted by the Defendant are unclear, contradictory and thereby restrict consumers' ability to use the Game in a manner that breaches the law. The evidence is also relied upon to prove that the Defendant's application of the terms is not transparent and is not designed to promote consumers' rights.
18. Correspondence regarding which terms are applicable to the use of the Game. The evidence is relied upon to prove that the Defendant asserts all the new terms against the Group Members regardless of when they purchased the Game or whether they accepted the terms.
19. Correspondence regarding the right to force upon consumers a migration of their user accounts. The evidence is relied upon to prove that the decision and the grounds have not been justified by the Defendant, that the Defendant asserts all the new terms against the Group Members regardless of when they purchased the Game or whether they accepted the terms, and that the Defendant has unilaterally terminated a purportedly eternal (perpetual) licence with the Group Members and replaced it with a new agreement.
20. Correspondence containing complaints about the Defendant's deficient fulfilment of the data subjects' rights under the GDPR and to prove the right to the claimed damages.
21. Correspondence in which it emerges that the Defendant applies hidden contract terms to the detriment of the Group Members. The evidence is relied upon to prove that the Defendant acts improperly towards the Group Members.
22. Correspondence concerning the possibility of charging for created content. The evidence is relied upon to prove that the contract terms prohibit creators of mods from charging, which has restricted the Group Members' ability to access such content.
23. Correspondence concerning the migration compulsion. The evidence is relied upon in support of the proposition that the Defendant has applied unilateral amendments to the

contract terms without offering alternatives or justifying the change to the agreement, and that the Defendant has claimed to have the right to close accounts that are not migrated.

24. Correspondence concerning a closed-down user account. The evidence is relied upon to prove that the Defendant applies the contract terms in an improper manner, since they do not offer compensation despite the consumer not having done anything wrong.
25. Correspondence with a server owner. The evidence is relied upon to prove that the Defendant does not apply clear terms but reserves the right to change what is permitted, which is to be regarded as arbitrary and not based on acceptable reasons.
26. Mojang's notice regarding migration via email 2022. The evidence is relied upon to prove that the migration has been forced, and that no alternatives have been offered nor has it been justified on objective grounds. The evidence is also relied upon to prove that the notice is specifically directed at children.
27. Microsoft Terms of Use 2026. (Agreement for Microsoft Services) 2026. The evidence is relied upon to prove that the Defendant has unilaterally amended the contract terms, that the contract terms are extensive, unclear and contain terms that breach the law, are unfair and void, and that this entitles the Group Members to the claimed damages.
28. Email message with customer service. The evidence is relied upon to prove that the contract terms and rules are unclear and that the Defendant does not clearly support Consumers who provide servers for other users, which restricts their rights and causes harm.
29. Email message from Patreon after contact with Mojang. The evidence is relied upon to prove that the rules are applied in an unforeseeable and non-transparent manner. (Same matter as Appendix 22)
30. Email message with customer service. The evidence is relied upon to prove that the Defendant has terminated what was stated to be a perpetual licence held by a customer who purchased under the game's terms in force in 2011, with the result that access to the Game is now denied.
31. Archived Mojang Account Terms. The evidence is relied upon to prove that the Defendant, in its contract terms, has introduced terms that are void, unclear, contradictory and intended to deprive consumers of the possibility to effectively assert their rights, such that they are contrary to the consumers' rights and cause them harm.
32. Digital Safety at Xbox. The evidence is relied upon to prove that the Defendant, in its contract terms, has introduced terms that are void, unclear, contradictory and intended to deprive consumers of the possibility to effectively assert their rights, as well as that they are contrary to the consumers' rights and cause them harm.
33. Privacy Policy pre MS. The evidence is relied upon to prove the earlier terms for the use of the Game which have constituted the basis for the establishment of a manner of use and custom.
34. Migration Cape. The evidence is relied upon to prove that the Defendant has designed communication that is directed at children and contravenes good marketing practice by making use of "dark patterns".
35. Mojang Privacy Policy 2015. The evidence is relied upon to prove that the Defendant has introduced Microsoft as a counterparty.
36. Hidden terms. The evidence is relied upon to prove that the Defendant applies terms that affect the Group Members but are not available to them and thereby affect their possibilities to assert their rights and cause them harm.
37. YouTube DMCA takedown. The evidence is relied upon to prove that the Defendant, as a result of unclear terms, has removed a user-generated video, without stating any further reasons for it.
38. Email with customer service. The evidence is relied upon to prove that consumers have had their user accounts unilaterally shut down without having breached the terms of use.

39. Email with customer service. The evidence is relied upon to prove that the Defendant and Microsoft are joint data controllers, as well as that the processing takes place independently at the Defendant and Microsoft. The evidence is also relied upon to prove that the Defendant has not ensured that the data subjects can exercise their rights.
40. NDA Compass document. The evidence is relied upon to prove that the Defendant indirectly applies terms against the consumers by imposing additional terms on partners that are not visible to the consumers.
41. Hidden terms. The evidence is relied upon to prove that the Defendant applies terms that affect the Group Members but are not available to them and thereby affect their possibilities to assert their rights and cause them harm.
42. Hidden terms 2. The evidence is relied upon to prove that the Defendant applies terms that affect the Group Members but are not available to them and thereby affect their possibilities to assert their rights and cause them harm.
43. Hidden terms 3. The evidence is relied upon to prove that the Defendant applies terms that affect the Group Members but are not available to them and thereby affect their possibilities to assert their rights and cause them harm.
44. Email correspondence with BBB. The evidence is relied upon to prove that the information provided by the Defendant that closed accounts could not be restored is incorrect and misleading.
45. Notice of migration to account holders of Minecraft Java. The evidence is relied upon to prove that the migration is presented as an alleged improvement for the consumers while at the same time it is mandatory and no alternative is given.
46. Message from Microsoft Customer Support regarding closed account. The evidence is relied upon to prove that incorrect and misleading information has been provided that closed accounts for Minecraft cannot be restored.
47. Message from Minecraft Support regarding a lost Minecraft account. The evidence is relied upon to prove that the Defendant, through its application of the contract terms, deprives consumers of access to the Game even if the consumer has not breached the terms.
48. Email correspondence between consumer and Minecraft Moderation. The evidence is relied upon to prove that the Defendant applies the terms of use regarding permitted gameplay behaviour in such a way that it restricts freedom of expression by not being foreseeable and proportionate.
49. Email correspondence between consumer and Minecraft Support. The evidence is relied upon to prove that consumers who have not migrated their accounts to Microsoft have lost access to the Game without being compensated.
50. Notice of completed migration of Minecraft accounts. The evidence is relied upon to prove that the consumers are stated to lose access to the Game on 19 September 2023 if they do not use a particular process that is not specified.
51. Migration Cape video. The evidence is relied upon to prove that the Defendant has used unfair commercial practices to induce consumers to migrate their user accounts to Microsoft by specifically targeting children, as well as using the so-called migration cape (Migration Cape) as a bribe to induce the users to move their accounts.
52. Inquiry, with a follow-up reminder, from a consumer, that went unanswered. The evidence is relied upon to prove that the Defendant has not acted on complaints or inquiries that directly concern which contract terms shall be applied to the consumers.
53. Inquiry from a consumer who purchased a licence for Minecraft and refrained from migrating the account in accordance with the unilaterally designed rules for migration. The evidence is relied upon to prove that access to the Game is denied to owners of the Game without their being offered compensation, which proves that a material change of the contract terms occurred on 18 December 2023 when it was no longer possible to keep one's Minecraft account. The evidence is also relied upon to prove that the consumer

requested the basis in the contract terms approved by him at purchase in 2014 that gave the Defendant the right to delete the account, without receiving a reply.

- 54. Inquiry from a customer regarding information and the application of consumer protection rules that has not been answered. The evidence is relied upon to prove that the Defendant has not communicated contract changes and has not acted on complaints from consumers.
- 55. Inquiry that has been ignored. The evidence is relied upon to prove that the Defendant has not stated a basis for the shutdown of a user account with reference to the terms in the user agreement, nor offers compensation when an account is not migrated.

6.9 Oral evidence. Examination of the party Kian Bröse, the evidence is relied upon to prove that the Defendant has introduced changes to the contract and to the application of the contract against the Group Members in such a way that they conflict with consumer protection and are void. Kian Bröse shall also be heard to prove that the Defendant's processing of personal data conflicts with the GDPR, as well as the damage the Defendant has caused the Group Members.

Stockholm, date as above

Attorney Björn Persson

Other appendices:

56 Power of attorney Kian Bröse

57 List of Group Members

58 Certificate of registration MOJANG AB

The application fee has been paid this day via the digital filing service