DEVELOPER PORTAL TERMS AND CONDITIONS

Last updated: 14.04.2023

ARTICLE I.
DEFINITIONS

Definitions. For purposes of these Terms and Conditions, in addition to capitalized terms defined elsewhere in these Terms and Conditions, the following defined terms shall have the meanings set forth below:

"**Affiliate**" means a legal entity that (a) owns and controls a party, directly or indirectly, or (b) is owned and controlled, directly or indirectly, by a **party**, or (c) is directly or indirectly under common ownership and control with a party;

"**Compensation**" means the compensation paid by Publisher to Developer for publication of Developer's Game as set out in Article V;

"**Confidential information**" means any business and technical information of a party hereto that is treated as confidential by such party and furnished to the other party, and which includes but is not limited to Source code, Object code, flow-charts, and algorithms;

"**Developer**" means any physical person or legal entity making available one or several Games through Publisher's Developer Portal;

"**Developer Portal**" means the Publisher's developer portal reachable using the URL https://developer.crazygames.com/;

"**Game**" means the gaming software developed by Developer;

"**Parties**" means the Developer and the Publisher, each referred to individually as a "**Party**";

"**Portal Site**" means the browser game websites owned by Publisher or portals with which Publisher has an agreement with to distribute games to;

"**Personal Data**" means any information collected from a User that could be used to identify the User, directly or indirectly, including, without limitation, name, username, email address, online identifiers, identification numbers, date of birth, gender and/or payment information. For the purpose of this Agreement Parties shall follow the definition of Personal Data used in the General Data Protection Regulation (Regulation (EU) 2016/679);

"**Publisher**" means Maxflow BVBA, a Belgian corporation with its registered office at 3010 Leuven, Ketelmakerij 20, Belgium and with company registration number 0550.758.377 (RLE Leuven) which uses *inter alia* the tradename "CrazyGames";

"**You**" means "Developer" (either a corporation or a physical person);

ARTICLE II.
SCOPE OF APPLICATION

2.1 General. Developer has developed a Game or Games which can be run within a web browser**.** Publisher is interested in either hosting this Game itself (self-hosted) or in having an external party hosting said Game in embedded form via an iframe on a games Portal Site such as "CrazyGames" which Publisher exploits. Developer, by using the Developer Portal and clicking "I Accept" upon registration, agrees that Publisher offers the Game or Games to end-users within the context of a games Portal Site. Subject to the conditions of article V, Publisher will compensate Developer for its right to make its Game(s) available in this manner to end-users**.**

2.2 Scope. These general terms and conditions (the "**Terms and Conditions**") are applicable to any and all interaction, cooperation, payment, agreement and understanding between Publisher and Developer and in general govern all aspects of the relationship between the Parties pursuant to Developer's use of Publisher's Developer Portal. Developer agrees that its own terms and conditions, as the case may be, shall not apply, save as explicitly accepted by Publisher in writing.

ARTICLE III.
REMOTE MAKING AVAILABLE OF GAMES

3.1 Appointment. As long as Developer uses the Developer Portal, Developer grants Publisher a limited, worldwide, revocable right to make the Game(s) developed by Developer available for use to the public on the Portal Site and to allow end-users to interact with the functionality of the Game(s). The right shall be non-exclusive, but the Developer may choose to make the Game(s) exclusively available to the Publisher, in which case Developer shall be entitled to a higher compensation pursuant to article V.

3.2 Ownership. All rights granted to Developer are subject to Publisher's full compliance with these Terms and Conditions. These Terms and Conditions do not transfer any ownership rights in and to the Games and Developer reserves all rights not expressly granted.

3.3 Restrictions on use. Developer shall:

(a) be allowed to promote the Game(s) using its own branding;

(b) be allowed to include advertisements within the Game(s) as published on the Developer Portal in the SDK section;

(c) subject to the condition that Developer explicitly provides the Game(s) to Publisher in an exclusive manner as defined in article V, not be allowed to make the Game(s) available to other persons or entities apart from Publisher and its Affiliates.

3.4 Promotion by Publisher. Publisher shall be entitled to use the Game in all its aspects for promotional and marketing purposes without prior approval of the Developer.

3.5 Acceptance of Game. Publication of the Game by Publisher on the Portal Site shall be subject to Publisher's acceptance of the Game, which may be withheld at its full discretion without the need to provide any justification for its decision.

ARTICLE IV.
OBLIGATIONS OF DEVELOPER

4.1 Delivery. In the event of Publisher hosting Developer shall provide Publisher with a full copy of the Game in a format suitable for self-hosting by Publisher (i.e. collection of files) on the Portal Site (i.e. via Publisher's Developer Portal) or via iframe (external hosting, embedded on the Portal Site).

4.2 Compliance with Laws. Developer warrants that he complies with the requirements of all applicable laws, rules, regulations, and orders of any Governmental Authority, other than laws, rules, regulations concerning the submitted games and every other element in connection to the contractual relationship with Publisher.

4.3 Compliance with Requirements. Developer will inform Developer's employees, agents, and other relevant individuals that the Game:
(a) is made available to Publisher;
(b) may not be used contrary to these Terms and Conditions; and

(c) may not be copied, transferred or otherwise used or made available to third parties in violation of such terms and conditions. Developer will use all commercially reasonable efforts to prevent any unauthorized distribution, copying, use, or pirating of the Game(s).

4.4 Compliance with ethical code. Developer <u>will not</u>, through or in connection with the Developer Portal or the Portal site:

(a) Post, transmit or otherwise make available any games or other materials that are or may be:

(i) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others;

(ii) defamatory, libelous, fraudulent or otherwise tortious;

(iii) obscene, indecent, pornographic or otherwise objectionable; or

(iv) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.

(b) Post, transmit or otherwise make available through or in connection with the Site any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus").

(c) Use Developer Portal or the Portal site for any commercial purpose other than the one agreed upon by CrazyGames, or for any purpose that is fraudulent or otherwise tortious or unlawful.

(d) Harvest or collect information about users of the Site unless this is done in accordance with the Privacy Policy of the Portal site.

Insofar Developer allows player generated content within the game such as, but not limited to chat functionality, personalized usernames, etc. Developer will be liable for the compliance of his player with the ethical code. It is advisable to use a wordfilter and to actively monitor user generated content.

ARTICLE V.
OBLIGATIONS OF PUBLISHER

5.1 Ranking games. Publisher shall rank games on the homepage of the Portal Site in such a way that users of the Portal site can easily find the games that perform best. Publisher shall also take into account that the ranking of games should stimulate fair competition amongst different games.

5.2 Available statistics. Publisher will, to the best of his abilities, provide relevant and accurate statistics about distributed games to Publisher. Publisher warrants that the provided data is not manipulated.

5.3 Developer Compensation. Unless otherwise agreed in writing Developer shall be entitled to a Compensation payable by Publisher pursuant to the terms of this article V, provided that the following conditions are met and he opts in for a revenue share during the upload process.

(a) The Game does not contain any form of branding of another browser game platform;

(b) The Game does not include advertisements other than advertisements integrated via the SDK of the Developer Portal;

(c) The Game and its total assets must maintain a level of originality that make it distinguishable from existing games

For the avoidance of doubt, if the Game does not meet all of the conditions mentioned above, Developer may still decide to submit the Game for publication. However, in such case and if the game is accepted by Publisher, no Compensation shall be due by Publisher to Developer.

5.4 Amount of Compensation. The amount of the Compensation due to Developer will be calculated by Publisher on a monthly basis on the basis of the following objectively quantifiable criteria:

(a) The popularity of the Game in terms of the number of users browsing to the Game on the Portal Site; and

(b) The interest of advertisers in the Game in terms of the number of advertisements shown on the web page of the Game on the Portal Site.

Developer understands and accepts that the amount of the Compensation is not subject to the discretion of Publisher, but depends on the web traffic the Game realizes on the Portal Site and thus the advertising displays it generates. As Publisher cooperates with advertising partners, the actual Compensation can only be calculated by Publisher monthly on the basis of the abovementioned objectively quantifiable criteria when Publisher is provided with the necessary information and results from its advertising partners.

5.5 Time-based exclusivity option. Without prejudice to the conditions underlying Compensation listed above, Developer shall be entitled to an increase in Compensation of 50% if the following conditions are met:

(a) The game is exclusively available on CrazyGames for 2 months.
(b) The Developer implements the full advertisement SDK.
(c) The Developer allows Publisher to distribute the game to other portals.
(d) The game is hosted by Publisher

The increase in revenue will only be due for the 2 months the game is exclusively available on CrazyGames. This period may be prolonged with mutual agreement of Publisher and Developer. Exclusivity should be understood as the sole right to publish the game on a browser gaming website. Platforms such as Steam, Apple app store, and Google play store are not considered browser gaming websites.

For the avoidance of doubt, Publisher reserves the right to monitor compliance with these conditions and shall, at its sole discretion, decide whether or not these conditions are still met and for how long they were met. These decisions are irrevocable and may impact compensation due to Developer unless Developer provides evidence refuting the decision by Publisher which Publisher shall judge on its merits but without waiving its right to decide on the matter at its sole discretion.

5.6 Payment Terms. All amounts payable by Developer are due and owing thirty (30) days after the date of Publisher's invoice of such amounts. The amounts are payable in EUR except if otherwise agreed upon. Payments to Developer based on the revenue share for advertisements are paid around the 10th day of the month either via wire transfer or PayPal following the month during which the advertisements were shown. Pay-out to Publisher by advertisers ranges however between thirty (30) and eighty (80) days after the end of the month during which the advertisements were shown. In the event that any advertiser fails to pay to Publisher for any advertisements on the basis of which Developer has received payment, and Publisher has notified said advertiser of its failure to pay, Publisher shall have

the right to offset the amount it did not receive against any payments due to Developer. In the event that advertiser does eventually pay, Publisher shall increase any payments due to Developer with offset amount.

Payments are inclusive of VAT (unless a VAT exemption applies or no VAT is due) and exclusive of any withholding taxes.

Payments of less than 80 EUR shall be carried over to the next month until the amount of 80 EUR is reached. Publisher may waive these limits at the request of Developer.

ARTICLE VI.
INVOICING

6.1 Scope of application for self-billing. The Parties agree that the system of self-billing shall apply to the service consisting of the granting of licenses regarding a copyright or other similar rights in the sense of article 18, §1, paragraph 2, 7° WBTW by the Provider who shall be reimbursed by Maxflow.

6.2 Procedure of acceptance. The Parties agree that the settlements (hereinafter "self-bills") as part of the self-billing shall be the subject of an implicit declaration of acceptance by the Provider as provided in the circular letter 53/2013 (E.T.123.724) of 16 December 2013.

This means that every self-bill shall be considered accepted from a VAT viewpoint unless the Provider reacts within two weeks following the month in which the self-bill has been issued.

If the Provider has any remarks concerning the content of the self-bills that have been sent to him, he shall communicate them to Maxflow by providing two copies of a non-acceptance notice. This document shall contain at least the following: date of issue, information on both Parties, date of issue and serial number of the self-bill and the reason of non-acceptance.

The Provider shall sign both copies of the non-acceptance notice – including the name and position of the signatory – and send one copy to Maxflow. These copies of the non-acceptance notice shall be kept in the accounting of both Parties for a period of 7 years from the 1 January following the date of issue.

6.3 Serial number. Every self-bill shall be successively numbered by Maxflow. It is the decision of the Provider to register the self-bill in:

- Either a register of outgoing invoices per self-bill (containing the self-bills by Maxflow only) under the number mentioned on the self-bill;
- Or a (single) book of outgoing invoices which shall be successively numbered in a way that is specific to this book.

Concerning the latter option, the Provider shall keep a chart which displays the relation between the serial number on the self-bill and the number registered in the (single) book for outgoing invoices.

6.4 Liability and compensation. The Parties declare that they have read and understood the present contract and the circular letter no. 53/2013.

In case one of the Parties shall not be able to fulfill its obligations arising from the present contract, the Party that failed to fulfill its obligations shall be liable towards the other Party regarding the consequences of non-compliance with its obligations.

ARTICLE VII.
WARRANTIES AND INDEMNIFICATIONS

7.1 Warranty and Covenant of Original Development by Publisher.

(I) Developer represents, warrants and covenants that: (a) it is and shall be the owner of all intellectual property rights in the Game under copyright, trademark, trade secret, and other applicable law; (b) the Game delivered or made available to Publisher hereunder is and shall be of original development by (employees of) Developer (in the conduct of their duties as employees) or by third parties who prepared such materials for Developer pursuant to a contract between Developer and said third party and who assigned to Developer his or its right, title and interest in the Game to the extent required for the performance of its obligations under these Terms and Conditions; (c) the Game does not and shall not infringe or otherwise violate any copyright or trade secret of any third party anywhere in the world; (d) it has not received, as of the date of the delivery of the Game to Publisher, actual notice of any claim that the Game or the use thereof infringes any intellectual property right of any third party anywhere in the world or that any third party has any proprietary interest in or to the Game, or any invention, work of authorship, copyright, trade secret, know-how or a similar right to the Game preventing the performance of its obligations under these Terms and Conditions.

(II) If Developer receives information concerning an infringement or misappropriation claim related to the Game, Developer may, at its expense and without obligation to do so, either (1) procure for Developer the right to continue to use the allegedly infringing Game, or (2) modify the Game or replace it with a functional equivalent, to make it non-infringing, in which case Publisher must immediately cease offering and distribution the allegedly infringing Game.

For the avoidance of doubt, if Publisher receives a "takedown" notice relating to the Game(s), it shall, at its sole discretion, decide whether or not to comply with said takedown notice. A copy of the takedown notice will immediately be forwarded to Developer and Developer shall be invited to immediately provide evidence or arguments to refute the content of the take-down notice. Failure to provide any such evidence within a commercially reasonable timeframe shall be considered an incurable material breach of these Terms and Conditions. Following the receipt of any evidence or arguments by Developer, Publisher shall forward said evidence or arguments to the author of the takedown notice but shall retain its sole discretion as to whether or not to comply with said notice.

7.2 Indemnification by Developer. Developer shall indemnify and hold Publisher harmless from and against all claims, suits, demands, actions, judgments, penalties, damages, costs and expenses (including attorney's fees and costs), losses or liabilities of any kind arising from a claim that the Game infringes a copyright or other intellectual property right of any other person anywhere in the world (except to the extent such infringement or violation is due to Publisher). Publisher shall be entitled to withhold any and all sums it was forced to pay to a third party due to an infringement of copyright or other intellectual property right by a Game of Developer, from the Compensation due to Developer under article V, without prejudice to Developer's obligation to indemnify Publisher in full pursuant to this Article VII.

7.3 Notice. Publisher and Developer shall promptly notify the other Party of any actions brought or claims asserted against it whose outcome may affect the rights granted pursuant to these Terms and Conditions.

7.4 Power to grant rights by Developer. Developer represents and warrants that: (a) it/he/she has the right, power, and authority to grant the rights and licenses granted under these Terms and Conditions and fully perform its obligations hereunder; (b) the use of the Developer Portal by Developer does not and shall not violate any separate agreement, right or obligation existing between Developer and any third party; and (c) there are no outstanding liens, security interests or other encumbrances of any kind whatsoever in or to the Game(s) or to

any of the intellectual property rights therein which are of a nature to interfere with the performance of any obligation under these Terms and Conditions.

7.5 Accurate Information. Developer hereby represents and warrants that all information provided on the developer portal shall be accurate, true and correct. The developer shall hold Publisher harmless from any and all liability, expenses or claims arising from the disclosure or use of such information.

ARTICLE VIII.
CONFIDENTIALITY

8.1 Each Party may disclose to the other Party Confidential Information as may be necessary to further the performance of its obligations under these Terms and Conditions. Each Party agrees to treat the other's Confidential Information in the manner prescribed herein.

8.2 Developer and Publisher shall protect the other Party's Confidential Information as follows:

(a) Except as specifically provided herein or otherwise permitted by the other Party in writing, each Party may disclose Confidential Information of the other Party only to those employees and agents required to have knowledge of same to perform their duties pursuant to these Terms and Conditions. Each Party shall require each such employee or agent to enter into a written non-disclosure agreement containing provisions substantially consistent with the terms hereof prior to the disclosure of Confidential Information to such employee or agent. Each Party shall treat the Confidential Information of the other Party with the same degree of care as it protects its own Confidential Information and in no event less than a reasonable degree of care.

(b) Except as may specifically be permitted herein, upon the termination of this agreement, each Party shall return to the other, or, if so requested, destroy all Confidential Information of the other Party in its possession or control, except such Confidential Information as may be reasonably necessary to exercise the rights that survive the termination of this agreement.

8.3 The foregoing obligations of confidentiality shall not apply with respect to either Party's Confidential Information to the extent that it:

(a) is within or later falls within the public domain through no fault of the Party receiving the Confidential Information; or

(b) is, or becomes, available to the receiving Party from third parties, who, in making such disclosure, have breached no written confidentiality agreement; or

(c) is previously known by the receiving Party;

(d) is independently developed by or for the receiving Party without use of the Confidential Information.

8.4 In the event any Party receives a request to disclose any Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or a governmental body, such Party shall (I) immediately notify the Party that furnished such Confidential Information of the existence, terms and circumstances surrounding such request, (II) consult with such Party on the advisability of taking legally available steps to resist or narrow such request, and (III) exercise reasonable best efforts, at the expense of the Party producing such Confidential Information, to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information as may be disclosed.

ARTICLE IX.
TERM; TERMINATION

9.1 Term. These Terms and Conditions shall remain in force throughout the period of use by the Developer of the Developer Portal for the publication of the game that is subject to this agreement on the Portal Site.

This Agreement will be entered into for an Initial Term of 1 year as of the date of this agreement. Thereafter, the Agreement shall automatically renew for the same period of time, unless terminated by developer in writing in the period of one (1) month written prior to the end of the Initial or any subsequent Term. Such notice shall be send via email to developer-support@crazygames.com stating the full legal name of the developer, the title of the game, and the reason for termination.

In the event Parties have agreed to Partner hosting and the partner can no longer reasonably be required to host the game at its own expense, Maxflow will have the right to host the game at its own servers. Partner shall provide Publisher with a full copy of the Game in a format suitable for self-hosting by Publisher (i.e. collection of files) and diligently assist the transition

9.2 Termination by Publisher. Publisher, at its discretion, may decide to quit publishing a Game on the Portal Site and terminate the agreement with Developer at any time, without prior notice and without justification. Such decision by Publisher shall have an immediate effect.

9.4 Survival of obligations. The rights and obligations of these Terms and Conditions that were intended to survive the termination of these Terms and Conditions, shall remain binding upon the Parties after termination, including but not necessarily limited to article VII on warranties and indemnification and article VIII on confidentiality.

ARTICLE X.
MISCELLANEOUS

10.1 Entire Agreement. These Terms and Conditions collectively set forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein.

10.2 Independent Contractors. In performing these Terms and Conditions, Developer and Publisher act and shall act at all times as independent contractors and nothing contained in these Terms and Conditions shall be construed or implied to create an agency, partnership or employer and employee relationship between Developer and Publisher.

10.3 Amendments; Modifications. Publisher shall have the right to amend or modify these Terms and Conditions. If Publisher publishes a new or updated version of these Terms and Conditions, it shall promptly notify Developer of the fact that the Terms and Conditions have been subject to change, providing a copy of the new version. Upon receipt of such notice, Developer shall have the right to terminate the agreement between Publisher and Developer subject to article IX above within ten (10) days. If Developer refrains from terminating the agreement within this period, the amended version of the Terms and Conditions will apply between the Parties in full from the date of expiry of said period. Continued use by the Developer of the Developer Portal, will irrefutably be considered as acceptance of the amended Terms and Conditions notified by Publisher.

10.4 Assignment. Developer shall not assign its rights or obligations under these Terms and Conditions to any third without Publisher's prior written approval which shall be not withheld unreasonably.

10.5 Severability. The provisions of these Terms and Conditions shall be severable, and if any of them are held invalid or unenforceable for any reason, such provision shall be adjusted to the minimum extent necessary to cure such invalidity. The invalidity or unenforceability of one or more of the provisions contained herein shall not affect any other provisions of these Terms and Conditions.

10.6 Governing Law. These Terms and Conditions shall be governed by and interpreted in accordance with the internal laws of Belgium without regard to conflicts of laws principles.

10.7 Competent Forum. The exclusive jurisdiction and venue of any lawsuit between the parties arising under these Terms and Conditions or out of transactions contemplated hereby shall be the courts of Antwerp, section Antwerp, Belgium and each of the Parties hereby submits itself to the exclusive jurisdiction and venue of said courts for the purposes of such lawsuit. This choice of jurisdiction and venue does not prevent either Party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.