

## DEVELOPER PORTAL TERMS AND CONDITIONS

Last updated: 02.08.2024

### 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 will 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**” of a Party means the information of such Party, whether in written, oral, electronic or other form, which (i) is explicitly marked as confidential or proprietary, or (ii) should reasonably be considered confidential given its nature or the circumstances surrounding its disclosure, regardless of whether or not it is expressly marked as confidential, including (without being limitative) information and facts concerning a Party’s and its Affiliates’ business plans, clients, prospects, personnel, suppliers, licensors, licensees, partners, investors, Affiliates or others, training methods and materials, financial information, marketing plans, sales prospects, client lists, inventions, program devices, discoveries, ideas, concepts, know-how, techniques, formulas, blueprints, software (in object and source code form), documentation, designs, prototypes, methods, processes, flowcharts, procedures, codes, and any technical data or trade secrets, including all copies of any of the foregoing and any analyses, studies or reports that contain, are based on, or reflect any of the foregoing. ;

“**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/>;

“**Feedback**” means, collectively, suggestions, comments, feedback, ideas, or know-how, in any form, that Developer provides to Publisher about Publisher’s business, products, or services;

“**Game**” means the gaming software developed by Developer and submitted to the Publisher through the Developer Portal;

“**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 an end-user that could be used to identify the end-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 will follow the definition of Personal Data used in the General Data Protection Regulation (Regulation (EU) 2016/679);

“**Publisher Guidelines**” means the guidelines of Publisher with respect to the quality of games, in-game ads and SDK available on the Developer Portal which may be amended from time to time;

“**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”;

“**SDK**” means the software development kits of Publisher to integrate the Game(s) with the Portal Site and to enable advertisements as further described on the Developer Portal and in the Publisher Guidelines; and

“**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(s) to end-users within the context of a games Portal Site. Subject to the conditions of article V, Publisher will compensate Developer for the 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, will not apply, save as explicitly accepted by Publisher in writing.

## ARTICLE III. REMOTE MAKING AVAILABLE OF GAMES

**3.1 Appointment.** During the Term (including the transition period), 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 will be non-exclusive, but the Developer may choose to make the Game(s) exclusively available to the Publisher, in which case Developer will be entitled to a higher compensation pursuant to article V. This right also includes testing of the Game(s) by Publisher before distribution.

**3.2 Ownership.** All rights granted to a Party are subject to such Party’s full compliance with these Terms and Conditions. These Terms and Conditions do not transfer any ownership rights in and to the Game(s) and Developer reserves all rights not expressly granted.

**3.3 Conditions.** Developer will:

- (a) be allowed to promote the Game(s) using its own branding;
- (b) be allowed to include advertisements within the Game(s) in accordance with the Publisher Guidelines 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 will 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 will 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.

**3.6 Feedback.** Developer may provide Publisher with Feedback. Publisher is under no obligation to post or use any Feedback. By providing Feedback to Publisher, Developer irrevocably and perpetually

grants to Publisher and its Affiliates, a worldwide, non-exclusive, fully paid-up, royalty-free, transferable, sub-licensable right and license to make, use, reproduce, prepare derivative works based upon, distribute, publicly perform, publicly display, transmit, and otherwise commercialize the Feedback (including by combining or interfacing products, services or technologies that depend on or incorporate Feedback with other products, services or technologies of Publisher or others), without attribution in any way and for any purpose. Developer will not provide Feedback that is subject to a license requiring Publisher to license anything to third parties because Publisher exercises any of the above rights in Developer's Feedback. Developer represents and warrants to Publisher that Developer owns or otherwise controls all of the rights to such Feedback and that no such Feedback is subject to any third-party rights (including any personality or publicity rights).

**3.7 In-game transactions.** Only upon approval of Publisher, Developer may include in-game transactions.

**3.8 Open source.** Developer will not distribute via the Portal Site, or combine any Publisher materials with, open source or other software that is licensed under terms that purport to bind Publisher to contractual obligations (e.g. the GNU General Public License or Lesser General Public License), without prior discussion with and separate written agreement from Publisher.

**3.9 Publisher Assets.** Publisher grants to Developer a royalty-free, fully paid-up license, during the Term, to use, publicly display and perform, reproduce, and distribute Publisher's trademarks, including logos available on the Developer Portal ("**Publisher Assets**") in accordance with any applicable Publisher Guidelines for the purpose of incorporating such Publisher Assets into the Game(s).

**3.10 Game covers.** Developer grants to Publisher a worldwide, royalty-free, fully paid up license during the Term (including the transition period) to use, publicly display and perform, reproduce, and distribute Developer's trademarks, including logos and game covers, used for the Game(s), on the Portal Site for the purpose of making the Game(s) available to end-users.

#### **ARTICLE IV. OBLIGATIONS OF DEVELOPER**

**4.1 Delivery.** In the event of Publisher hosting, Developer will 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 Game(s) and every other element in connection to the contractual relationship with Publisher.

**4.3 Compliance with Requirements.** Developer will adhere to and inform Developer's employees, agents, and other relevant individuals that the Game(s):

- (a) is/are made available to Publisher;
- (b) may not be used contrary to these Terms and Conditions; and
- (c) may not be unlawfully 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 will not, through or in connection with the Developer Portal or the Portal site:

- (a) Post, transmit or otherwise make available any Game(s) 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 Portal Site any virus, backdoor, 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 the Developer Portal or the Portal Site for any commercial purpose other than the one agreed upon by Publisher, or for any purpose that is fraudulent or otherwise tortious or unlawful.
- (d) Harvest or collect Personal Data about end-users of the Portal Site unless this is done in accordance with these Terms and Conditions and applicable data protection laws.

**4.5 Player generated content.** 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 players with the ethical code and indemnify Publisher for any damages resulting from such player generated content. It is advisable to use a wordfilter and to actively monitor user generated content.

**4.6 Support.** Developer will provide Publisher with the following support for the Game(s): (a) deliver all Game updates, in object code form, made to the Game(s), when available but in no event later than they are provided to any other third party; (b) promptly correct all material errors or defects in the Game(s) reported by Publisher and deliver such corrections to Publisher in object code form in a timely fashion; (c) provide such other reasonable additional support as Publisher may reasonably request in order to maintain compatibility of the Game(s) with the Portal Site; and (d) promptly respond to Publisher's questions regarding the Game(s).

## **ARTICLE V. OBLIGATIONS OF PUBLISHER**

**5.1 Ranking games.** Publisher will rank games on the homepage of the Portal Site in such a way that end-users of the Portal Site can easily find the games that perform best. Publisher will 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 Developer. Publisher warrants that the provided data is not manipulated.

**5.3 Developer Compensation.** Unless otherwise agreed in writing Developer will be entitled to a Compensation payable by Publisher pursuant to the terms of this Article V, provided that the

following conditions are met and the Developer 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 or portal;
- (b) The Game integrates the Publisher SDK to enable advertisements;
- (c) The Game does not include advertisements other than advertisements integrated via the SDK of the Developer Portal; and
- (d) The Game and its total game 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 cases and if the Game is accepted by Publisher, no Compensation will 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(s) in terms of the number of users browsing to the Game(s) on the Portal Site; and
- (b) The performance of in-game ads shown and the interest of advertisers in the Game(s).

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(s) 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 will be entitled to an increase in Compensation of 50% if the following conditions are met and Developer opts in for the time-based exclusivity:

- (a) The Game is exclusively available on the Portal Site for two (2) months after the full launch.
- (b) The Game is hosted by Publisher.

The increase in Compensation will only be due for the two (2) months the Game is exclusively available on the Portal Site. This period may be prolonged with mutual agreement of Publisher and Developer. Exclusivity should be understood as the sole right to publish and make the Game available 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 will, at its sole discretion, decide whether or not these conditions are still met and for how long they were met. If Publisher has determined that the conditions were not complied with, the

Compensation due to Developer may be affected and reduced unless Developer provides evidence refuting the decision by Publisher which Publisher will 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 to 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 are typically paid around the 10<sup>th</sup> 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 will 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 will 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 100 EUR will be carried over to the next month until the amount of 100 EUR is reached. Publisher may decide, at its sole discretion, to waive these limits at the request of Developer.

**5.7 Support.** Publisher makes available a QA tool, FAQ and other technical documentation via the Developer Portal to support the Developer with the submission of its Game(s) and the SDK integration. Developer may contact Publisher at [technical-support@crazygames.com](mailto:technical-support@crazygames.com) for support.

## **ARTICLE VI. INVOICING**

**6.1 Scope of application for self-billing.** The Parties agree that the system of self-billing will apply to the service consisting of the granting of licenses regarding a copyright or other similar rights in the sense of applicable tax legislation by the Developer who will be reimbursed by Publisher.

**6.2 Procedure of acceptance.** The Parties agree that the settlements (hereinafter "self-bills") as part of the self-billing will be the subject of an implicit declaration of acceptance by the Developer.

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

If the Developer has any remarks concerning the content of the self-bills that have been sent to him, Developer will communicate them to Publisher by providing two copies of a non-acceptance notice. This document will 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 for non-acceptance.

Developer will sign both copies of the non-acceptance notice – including the name and position of the signatory – and send one copy to Publisher. These copies of the non-acceptance notice will 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 will be successively numbered by Publisher. It is the decision of Developer to register the self-bill in:

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

Concerning the latter option, Developer will 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 Article VI on self-billing and its consequences.

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

## **ARTICLE VII. WARRANTIES, INDEMNIFICATIONS AND LIABILITY**

**7.1 Developer warranties.** Developer represents, warrants and covenants that:

- a. it/he/she has the right, power and authority to grant the publishing and other rights granted in these Terms and Conditions and fully perform its obligations hereunder;
- b. the use of the Developer Portal by Developer does not and will not violate any separate agreement, right or obligation existing between Developer and any third party;
- c. all information provided on the Developer Portal will be accurate, true and correct;
- d. 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 the Developer's obligations under these Terms and Conditions;
- e. it conducts its business in compliance with all applicable laws, rules and regulations, including without limitation applicable data protection laws;
- f. it is and will be the owner of all intellectual property rights in the Game(s) under copyright, trademark, trade secret, and other applicable law or has acquired the necessary rights to enter into these Terms and Conditions;
- g. the Game(s) delivered or made available to Publisher hereunder is and will 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(s) to the extent required for the performance of these Terms and Conditions;
- h. to the best of its knowledge, the Game(s) does/do not and will not infringe or otherwise violate any intellectual property right (such as copyright) or trade secret of any third party anywhere in the world;
- i. it has not received, as of the date of submission of the Game(s) to Publisher, actual notice of any claim that the Game(s) or the use thereof infringes any intellectual property right of any third party or that any third party has any proprietary interest in or to the Game(s), or any invention, work of authorship, copyright, trade secret, know-how or a similar right to the Game(s) preventing the performance of these Terms and Conditions;
- j. Publisher nor the end-users will be exposed to any Virus as described in article IV.4 from the Game(s);



- k. the availability of, and support for the Game(s) will be at all times of a high quality, and will meet the specifications and service level criteria under these Terms and Conditions; and
- l. the Game(s) will be up-to-date, true, correct, accurate, and will not: (i) be misleading or deceptive; (ii) be obscene, defamatory or otherwise unlawful; (iii) be violent, sexual or abusive in nature so as to be reasonably likely to cause offense to any material group of people.

**7.2 Infringement claim and take down notices.** If Developer receives information concerning an infringement or misappropriation claim related to a published Game, Developer may, at its expense and without obligation to do so, either (1) procure for Publisher the right to continue to publish 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 will immediately cease offering and distribution the allegedly infringing Game. For the avoidance of doubt, if Publisher receives a “take down” notice relating to the Game(s), it will, at its sole discretion, decide whether or not to comply with said take down notice. A copy of the take down notice will be forwarded to Developer and Developer will be invited to provide evidence or arguments to refute the content of the take-down notice. Failure to provide any such evidence within a commercially reasonable timeframe will be considered an incurable material breach of this Agreement. Following the receipt of any evidence or arguments by Developer, Publisher will forward said evidence or arguments to the author of the take down notice but will retain its sole discretion as to whether or not to comply with said take down notice.

**7.3 Publisher warranties.** Publisher represents, warrants and covenants that:

- a. the making and performance of its obligations under these Terms and Conditions does not and will not violate any separate agreement, right or obligation existing between Publisher and any third party; and
- b. it conducts its business in compliance with all applicable laws, rules and regulations, including without limitation applicable data protection laws.

**7.4 Indemnification.** Developer will 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 a 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 intentional fault or gross misconduct of the Publisher). Publisher will 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. Publisher will: (a) promptly notify Developer of any Claim; (b) permit Developer (through mutually agreed counsel) to answer and defend; and (c) provide non-confidential information and assistance, at Developer's expense and request, as needed to defend such claim. Publisher may, at its expense and with separate counsel, monitor or participate in such defense. Publisher is not responsible for any settlement made by Developer without the Publisher's consent. Developer may not settle or publicize any such claim without Publisher's consent.

**7.5 Limitation.** IN NO EVENT SHALL PUBLISHER'S LIABILITY EXCEED THE COMPENSATION PAID OR PAYABLE TO DEVELOPER UNDER THESE TERMS AND CONDITIONS DURING THE PERIOD OF TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

**7.6 Mutual notification.** Publisher and Developer will promptly notify the other Party of any actions brought or claims asserted against it whose outcome may affect the rights granted pursuant to this Agreement.

**7.7 Indirect damages.** Except for, and without prejudice to Developer's full liability and indemnification obligations set forth in Article IV.5 and VII.4, neither Party will be liable for any lost profits, or any form of special, incidental, indirect, consequential or punitive damages arising out of or related to this Agreement.

**7.8 Disclaimer Portal Site.** Developer acknowledges that the Publisher Portal Site and any advertising, information, data, or (game) content thereon are "AS IS". Except as expressly provided in these Terms and Conditions, Publisher disclaims any and all representations and warranties with respect to the Portal Site and all advertising, information, data and (game) content thereon including without limitation, any implied warranties and any warranty of continuous, uninterrupted, bug-free, secure, virus-free access to the Publisher owned sites and/or any of its advertising, information, data and (game) content.

## **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 will 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 the same to perform their duties pursuant to these Terms and Conditions. Each Party will 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 will 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 these Terms and Conditions, each Party will 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 these Terms and Conditions.

**8.3** The foregoing obligations of confidentiality will 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;

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

(c) was already in the receiving Party's lawful possession prior to its receipt from the disclosing Party, without any confidentiality restrictions attached to it provided the receiving Party can sufficiently evidence this; or

(d) is independently developed by or for the receiving Party without reference to, or 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 will (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.

**8.5** Following the termination of the Terms and Conditions, these confidentiality obligations will survive for a period of five (5) years after the termination date, without prejudice to applicable trade secret laws.

## **ARTICLE IX. TERM; TERMINATION**

**9.1 Term.** These Terms and Conditions will be entered into for an Initial Term of one (1) year as of the date of the release of each published Game. A new published Game will result in a separate and new Initial Term of one (1) year with respect to that Game. Thereafter, the Terms and Conditions will automatically renew for the same period of time, unless terminated by either Party in writing at least one (1) month prior to the end of the initial or any subsequent Term. Such notice will be sent via email to [developer-support@crazygames.com](mailto:developer-support@crazygames.com) stating the full legal name of the developer, the title of the Game(s), and the reason for termination. However, as long as the Developer uses the Developer Portal and/or a Game is available on the Portal Site, these Terms and Conditions will continue to apply where applicable notwithstanding the termination above.

In the event Parties have agreed to Developer hosting and the Developer can no longer reasonably be required to host the Game(s) at its own expense, Parties may agree for the Publisher to host the Game on its own servers. Developer will 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 Transition Period.** After expiration or termination of these Terms and Conditions, for any Game(s) that has integrated the SDK, Publisher is entitled (but not obliged) to maintain the publication of the Game on any Portal Site for up to a one (1) year period.

**9.3 Termination by Publisher.** Publisher, at its discretion, may decide to quit publishing a Game on the Portal Site and terminate these Terms and Conditions with Developer at any time. Such decision by Publisher will have an immediate effect. Publisher will not be liable for any damages for deciding not to make (or from ceasing to make) a Game available or for changing, updating, suspending, or deprecating its products or services.

**9.4 Material breach.** Either Party may suspend performance or terminate these Terms and Conditions immediately upon written notice if the other Party materially breaches these Terms and Conditions and fails to cure within thirty (30) days after notice (which will be prominently labeled to indicate that it is a notice of breach), or immediately on notice if the other materially breaches an obligation that cannot be remedied (for example a breach of confidentiality).

**9.5 Survival of obligations.** The rights and obligations of these Terms and Conditions that were intended to survive the termination of these Terms and Conditions, will 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. PERSONAL DATA**

10.1 The Personal Data of end-users will be processed as follows by the Parties:

- a. Developer will only collect and use such Personal Data for the operation and marketing of the Game(s) in accordance with these Terms and Conditions, and only in accordance with applicable data protection law and regulations.

10.2 Without Publisher's explicit prior written consent Developer will not:

- a. use any Personal Data other than necessary for the proper performance of its obligations under these Terms and Conditions;
- b. advertise or promote its own or third party content, websites, products or services through the Portal Site, the Game(s) or otherwise.

10.3 The Parties acknowledge that each Party may separately and independently from each other collect and process Personal Data and that the Parties will not, without a separate written agreement, disclose or make available to the other party Personal Data. Each Party is a data controller of the Personal Data it collects, discloses or makes available to the other Party in the context of these Terms and Conditions and will process that Personal Data as separate and independent data controllers under applicable data protection law. The Parties do not act jointly as joint data controllers nor are they in a controller-processor relationship.

10.4 Each Party will be individually and separately responsible for complying with the obligations that apply to it as a data controller under any applicable data protection laws in relation to the Personal Data Processed related to these Terms and Conditions, including without limitation:

- a. ensuring that there is a lawful basis on which it processes Personal Data;
- b. ensuring that the transparency disclosure requirements of applicable data protection laws are satisfied by providing the required information to data subjects where applicable or collecting consent where required; and
- c. ensuring that the Party keeps Personal Data secure as required by any applicable data protection laws.

## **ARTICLE XI. MISCELLANEOUS**

**11.1 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 will be bound by any conditions, inducements or representations other than as expressly provided for herein.

**11.2 Independent Contractors.** In performing their obligations under these Terms and Conditions, Developer and Publisher act and will act at all times as independent contractors and nothing

contained in these Terms and Conditions will be construed or implied to create an agency, partnership or employer and employee relationship between Developer and Publisher.

**11.3 Amendments; Modifications.** Publisher will 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 will 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 will 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.

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

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

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

**11.7 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 will 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.