

DEVELOPER PORTAL TERMS AND CONDITIONS

Last updated: 14.04.2026

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;

“Basic Launch” means the initial limited public release of a Game on the Portal Site to test its user metrics. A Game remains in Basic Launch until it is either upgraded to Full Launch or removed from the Portal Site.

“Compensation” means the compensation paid by Maxflow to Developer representing a share of the revenues obtained 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 Maxflow’s Developer Portal;

“Developer Portal” means the Maxflow’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 Maxflow about Maxflow’s business, products, or services;

“Full Launch” means the release of a Game that has been approved by Maxflow for full public availability on the Portal Site, usually following a successful Basic Launch phase. The transition to Full Launch is determined solely by CrazyGames based on editorial, quality, and/or performance criteria.

“Game” means the gaming software including all elements that constitute a functional computer game that can be played by end-users developed by Developer and submitted to the Maxflow through the Developer Portal;

“Parties” means the Developer and the Maxflow, each referred to individually as a **“Party”**;

“Portal Site” means the browser game websites owned by Maxflow or portals with which Maxflow 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);

“Maxflow Guidelines” means the game performance guidelines of Maxflow 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. Developer’s continued use of the Developer Portal or submission of Games constitutes acceptance of these guidelines;

“Maxflow” means Maxflow BV, a Belgian corporation with its registered office at 3001 Leuven, Philipssite 5 bus 1, 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 Maxflow to integrate the Game(s) with the Portal Site and to enable advertisements as further described on the Developer Portal and in the Maxflow Guidelines; and

“You” means “Developer” (either a legal entity or a physical person).

ARTICLE II. SCOPE OF APPLICATION

2.1 General. Developer has developed a Game or Games which are hosted by Maxflow (self-hosted) or by external party in embedded form via an iframe on a games portal site such as “CrazyGames” on which advertisements are displayed within the Game(s) by advertising partners of Maxflow, thereby allowing Developers to earn revenue from their Game(s). Developer, by using the Developer Portal and clicking “I Accept” upon registration, agrees that Maxflow offers the Game(s) to end-users within the context of a games Portal Site. Subject to the conditions of article V, Maxflow will compensate Developer on the basis of the revenue obtained by the interaction and use by end-users of the Game(s).

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 Maxflow and Developer and in general govern all aspects of the relationship between the Parties pursuant to Developer’s use of Maxflow’s Developer Portal. Developer agrees that its own terms and conditions, as the case may be, will not apply, save as explicitly accepted by Maxflow in writing.

ARTICLE III. REMOTE MAKING AVAILABLE OF GAMES

3.1 Appointment. During the Term (including any transition period), Developer grants Maxflow a limited, worldwide, revocable, royalty-free right to host, distribute, promote and make the Game(s) available to the public on the Portal Site and to allow end-users to interact with the functionality of the Game(s). This includes the right to host, store, load, reproduce, and distribute the Game(s) (and any updates, patches, or expansions) as necessary to deliver the Game(s) to end-users via the Portal Site, to communicate the Game(s) to the public (including by enabling interactive play by end-users), to make technical modifications to, and adapt or reformat the Game(s) solely for the purpose of ensuring compatibility with the Portal Site and optimizing user experience, to integrate or display advertising, monetization tools, or other in-game revenue-generating features in connection with the Game(s)’ distribution, and to internally use, load, and run the Game(s) (and reproduce the Game(s) as needed for such purposes) to test, evaluate, scan, or perform quality assurance on the Game(s) before and during distribution. The right will be non-exclusive, but the Developer may choose to make the Game(s) exclusively available to the Maxflow, 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 Maxflow 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 Maxflow Guidelines as published on the Developer Portal in the SDK section;
- (c) subject to the condition that Developer explicitly provides the Game(s) to Maxflow 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 Maxflow and its Affiliates.

3.4 Promotion by Maxflow. Maxflow 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 Maxflow on the Portal Site will be subject to Maxflow's acceptance of the Game, which may be withheld at its full discretion without the need to provide any justification for its decision. Maxflow reserves the right to remove a Game from the Portal Site at any time, at its sole discretion and without prior notice.

3.6 Feedback. Developer may provide Maxflow with Feedback. Maxflow is under no obligation to post or use any Feedback. By providing Feedback to Maxflow, Developer irrevocably and perpetually grants to Maxflow 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 Maxflow or others), without attribution in any way and for any purpose. Developer will not provide Feedback that is subject to a license requiring Maxflow to license anything to third parties because Maxflow exercises any of the above rights in Developer's Feedback. Developer represents and warrants to Maxflow 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 Maxflow, Developer may include in-game transactions.

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

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

3.10 Game covers. Developer grants to Maxflow a worldwide license free of charge, 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 Maxflow hosting, Developer will provide Maxflow with a full copy of the Game in a format suitable for self-hosting by Maxflow (i.e. collection of files) on the Portal Site (i.e. via Maxflow'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 Maxflow.

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 Maxflow;
- (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 Maxflow, 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 Maxflow 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 Maxflow 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 Maxflow and deliver such corrections to Maxflow in object code form in a timely fashion; (c) provide such other reasonable additional support as Maxflow may reasonably request in order to maintain compatibility of the Game(s) with the Portal Site; and (d) promptly respond to Maxflow's questions regarding the Game(s).

ARTICLE V. OBLIGATIONS OF MAXFLOW

5.1 Ranking games. Maxflow 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. Maxflow will also take into account that the ranking of games should stimulate fair competition amongst different games.

5.2 Available statistics. Maxflow will, to the best of his abilities, provide relevant and accurate statistics about distributed Games to Developer. Maxflow 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 Maxflow pursuant to the terms of this Article V, provided that the following conditions are met and the Game is released in Full Launch:

- (a) The Game does not contain any form of branding of another browser game platform or portal;
- (b) The Game integrates the Maxflow SDK to enable advertisements and maintains integration with the latest supported version of the Maxflow SDK as reasonably required;
- (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, and if the Game is accepted by Maxflow, no Compensation will be due by Maxflow to Developer unless otherwise agreed.

5.4 Amount of Compensation. The amount of the Compensation due to Developer will be calculated by Maxflow 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 Maxflow but depends on the web traffic the Game(s) realizes on the Portal Site and thus the advertising displays it generates. As Maxflow cooperates with advertising partners, the actual Compensation can only be calculated by Maxflow monthly on the basis of the abovementioned objectively quantifiable criteria when Maxflow is provided with the necessary information and results

from its advertising partners. Maxflow cannot be held responsible for any delays in calculating the Compensation, to the extent the delay is (partially) due to its advertising partners.

The Compensation is deemed to provide Developer a full, appropriate and proportional compensation for the revenue earned via advertisements displayed within the Game(s) by advertising partners of Maxflow.

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 release date.
- (b) The Game is hosted by Maxflow.

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 Maxflow 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, Maxflow 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 Maxflow 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 Maxflow which Maxflow 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 Maxflow's invoice of such amounts. Pay-out to Maxflow by advertisers ranges however between thirty (30) and ninety (90) days after the end of the month during which the advertisements were shown. In the event that any advertiser fails to pay to Maxflow for any advertisements on the basis of which Developer has received payment, and Maxflow has notified said advertiser of its failure to pay, Maxflow 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, Maxflow will increase any payments due to Developer with the offset amount.

Payments are inclusive of VAT (unless a VAT exemption applies, or no VAT is due). Each Party will bear its own taxes in connection with the payments under these Terms and Conditions, and all such taxes will be the responsibility of the Party who is obligated by operation of law to pay such tax. A Party may provide to the other Party a valid exemption certificate, in which case the other Party will not collect the taxes covered by such certificate. If any taxes are required to be withheld on payments made by one Party to the other, the paying Party will deduct such taxes from the amount otherwise owed and pay them to the competent taxing authority. The paying Party will secure and deliver to the other Party an official receipt for those withholdings and other documents reasonably requested by the other Party to claim a foreign tax credit under applicable law. A Party may provide to the other Party a valid exemption certificate, in which case the other Party will not collect the taxes covered by such certificate.

Payments of less than 100 EUR will be carried over to the next month until the amount of 100 EUR is reached. Maxflow may decide, at its sole discretion, to waive these limits at the request of Developer.

5.7 Payment Collection

Developer acknowledges and agrees that it is their responsibility to ensure that Maxflow is able to process and pay out invoices. This includes providing accurate, up-to-date payment details in the billing section of the Developer Portal, that enable successful transfer of funds and meet any applicable compliance, regulatory, or payment processing requirements.

Payment Forfeiture Process:

(a) If a payment balance remains unclaimed or unpaid for eighteen (18) months or more from the date of the earliest unpaid corresponding invoice, Maxflow shall inform Developer of the pending forfeiture.

(b) Developer shall have an additional six (6) months from the date of such notice to claim the payment and provide necessary payment details.

(c) If the payment balance remains unclaimed after a minimum total period of twenty-four (24) months, and following the notice period described above, such amount shall be deemed forfeited by the Developer, and the Maxflow shall have no further obligation to remit such payment.

This forfeiture may be waived at the reasonable discretion of the Maxflow in the following circumstances:

- Administrative errors by Maxflow that prevented payment processing;
- Force majeure events that prevented Developer from accessing their account or updating payment details;
- Technical failures of the Developer Portal that prevented updating of payment information;
- Legal or regulatory restrictions that prevented the Developer from receiving payments; or
- Other circumstances where forfeiture would be manifestly unreasonable

Maxflow agrees to exercise its discretion under this clause in good faith and shall not unreasonably withhold payments where Developer has made reasonable efforts to maintain current payment information.

5.8 Support. Maxflow 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 Maxflow at 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 payment of the Compensation by Maxflow.

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 Maxflow 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 Maxflow. 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 Maxflow. 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 Maxflow 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 Maxflow 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 Maxflow, 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. Maxflow 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 Maxflow 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 Maxflow will immediately cease offering and distribution the allegedly infringing Game. For the avoidance of doubt, if Maxflow 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, Maxflow 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 Maxflow warranties. Maxflow represents, warrants and covenants that:

- a. the performance of its obligations under these Terms and Conditions does not and will not violate any separate agreement, right or obligation existing between Maxflow 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 Maxflow 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 Maxflow). Maxflow 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 Maxflow in full pursuant to this Article VII. Maxflow 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. Maxflow may, at its expense and with separate counsel, monitor or participate in such defense. Maxflow is not responsible for any settlement made by Developer without the Maxflow's consent. Developer may not settle or publicize any such claim without Maxflow's consent.

7.5 Limitation. IN NO EVENT SHALL MAXFLOW'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. Maxflow 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 Maxflow Portal Site and any advertising, information, data, or (game) content thereon are "AS IS". Except as expressly provided in these Terms and Conditions, Maxflow 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 Maxflow 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 Maxflow 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. The contractual Initial Term for each Game will begin on the date the Game is released (live and playable) on the Portal Site in Basic Launch or Full Launch, whichever comes first, and will continue for a period of one (1) year from the date the Game is released (live and playable) on the Portal Site in Full Launch.

Maxflow reserves the right to determine, at its sole discretion, whether a Game proceeds from Basic Launch to Full Launch, and the Developer agrees not to withhold or delay such transition unreasonably. If a Basic Launch Game isn't allowed to upgrade to Full Launch by Maxflow, the Term will end early upon removal of the Game from the Portal Site by Maxflow or written termination by Maxflow, whichever comes first.

Each newly published Game will constitute a separate and new Initial Term under this clause. Thereafter, the Terms and Conditions will automatically renew for successive one (1) year periods unless either Party provides written notice of termination at least one (1) month before the end of the then-current Term. Such notice must be sent via email to developer-relations@crazygames.com and must state the full legal name of the Developer, the title of the Game(s), and the reason for termination.

For clarity, even if a Game remains in Basic Launch or is unpublished, these Terms and Conditions will continue to apply to the Developer's use of the Developer Portal and any other Games still available on the Portal Site, unless otherwise terminated under the terms 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 Maxflow to host the Game on its own servers. Developer will provide Maxflow with a full copy of the Game in a format suitable for self-hosting by Maxflow (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, Maxflow is entitled (but not obliged) to maintain the publication of the Game on any Portal Site for up to a one (1) year period. To the extent Maxflow decides to apply this Transition Period, the rights granted in Article 3.1 will be extended until the end of that period.

9.3 Termination by Maxflow. Maxflow, 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 Maxflow will have an immediate effect. Maxflow 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 Maxflow'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 Maxflow 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 Maxflow.

11.3 Amendments; Modifications. Maxflow will have the right to amend or modify these Terms and Conditions. If Maxflow 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 Maxflow 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 Maxflow. In such case, the modified Terms and Conditions will be deemed to have been applicable as from the start of the first contractual relationship between Parties.

11.4 Assignment. Developer will not assign its rights or obligations under these Terms and Conditions to any third without Maxflow'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 Leuven, 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.

11.8 Force Majeure

Neither Party shall be liable for any failure or delay in the performance of its obligations under these Terms and Conditions if such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, war, terrorism, riots, government actions or restrictions, failure of suppliers or subcontractors, labor disputes, power outages, or failures in telecommunications or internet services. The affected Party shall notify the other Party promptly and use reasonable efforts to mitigate the effects of the Force Majeure event. If the Force Majeure event continues for more than thirty (30) days, either Party may terminate these Terms and Conditions upon written notice.