

## TERMS AND CONDITIONS OF GAME CLOUD CONTINENTAL LTD.

Welcome, and thanks for using Game Cloud Continental! When you use our services, or download binaries and/or documentation from our web site ([www.game-cloud.org](http://www.game-cloud.org)), you're agreeing to the terms outlined below, so please take a few minutes to read over them.

Note: You are entering into a legally binding agreement.

These terms and conditions (the "Terms" apply to your use of the service (as defined below) provided by Game Cloud Continental Ltd. (GCC). By integrating GCC services and/or software into your game you acknowledge and agree to the following:

- I) You have read and understand all of the terms and conditions set below
- II) You agree to be legally bound by all of the terms and conditions set forth in this document.

By clicking the affirmation box, you hereby agree to the terms and condition you read below and that you have the requisite authority, power and right to fully bind the person and entities that wish to use GCC's services and/or software in their game.

If you do not have that authority or if you do not agree with any of the terms below you may not integrate the service in your game or otherwise use the service in connection to your game.

Furthermore, you certify that:

- I) You are not an employee of or affiliated with an organization offering product or service that competes with the GCC services and/or software;
- II) You are not involved in the marketing, development and production of any products or services that compete with GCC services and/or software;
- III) You are not affiliated with or acting for the benefit of anyone who is involved in such an activities;

If you have any such conflict of interest, you may not integrate the service and/or software in your game, except with the written authorization of GCC.

The "Effective date" of the terms is the date upon which you first accessed the service and/or software offered by GCC.

You (or the company you have the authority and power to represent) will be referred as "Game developer" or "you".

The term "Service" includes, but not limited to all services, paid or non-paid, software developed by GCC, tools, libraries, APIs and support

## GRANTS

Subject to the terms and conditions of the Terms, Game Cloud Continental grants to Game developer a nonexclusive, worldwide, nontransferable, nonsublicensable, revocable and limited license to:

- Integrate and use GCC's network engine or emulator for game development purposes. **It comes with no warranty and is purposed for non-commercial use only;**
- use GCCs API in relation with the game development;
- Market, promote, and offer to sell, distribute and sell the Service and/or software as incorporated within the Games that you developed;
- use, reproduce, modify and publicly display GCC's trade names, trademarks, service marks, icons, symbols and logos solely to market and promote the Service in conjunction with the Games.

\*The term "Games" includes all content, data or other materials embedded in the Games;

\*\*The term "User" includes all players of the Games (each a "User");

Subject to the terms and conditions of the Terms, Game Developers grants to Game Cloud Continental:

- the right to grant Users a nonexclusive and worldwide right and license to use, reproduce, modify, embed and incorporate elements of the Games (including, but not limited to, the characters, scenes, artwork and other elements of the Games) within content created via the Service including, but not limited to, audio and video recordings (collectively, the "Generated Content");
- the right to grant Users a nonexclusive and worldwide right and license to distribute and otherwise make available the Generated Content to the Service and via the Service to other social networking, gaming and media applications and websites for non-commercial purposes;
- a nonexclusive, royalty-free, fully paid-up and worldwide right and license to use and publicly display the Games and elements of the Games (including, but not limited to, associated trade names, trademarks, service marks, icons, symbols, artwork, sounds, music and logos) in order to provide and promote the Service;
- an exclusive, perpetual, royalty-free, fully paid-up, irrecoverable, fully sublicensable and worldwide right and license to use, reproduce, modify, create derivative works of, distribute, publicly display, publicly perform, market, promote, offer to sell, sell, license and otherwise commercially exploit the Generated Content (including, but not limited to, any portions of the Games that have been incorporated into Generated Content) on the Service or via other social networking, gaming, media applications and websites or any other media.

## **RESTRICTIONS**

Unless otherwise expressly permitted by the Terms, Game developers will not:

- (i) rent, sell, assign, sublicense, lease, lend, sell or redistribute the Service;
- (ii) reproduce, decompile, reverse engineer, disassemble, attempt to derive the software components of the Service (except as and only to the extent any of these restrictions are prohibited by applicable law);
- (iii) modify or create derivative works of the Service or any parts thereof;
- (iv) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Service;
- (v) use any data mining, robots or similar data gathering or extraction methods with respect to the Service or any portion thereof;
- (vi) use the Service other than as intended for Game Developers; or
- (vii) cause or permit any other party to do any of the foregoing.

## **REGISTRATION**

Game Developer agrees to:

- (i) provide accurate, current and complete information about it as may be prompted by any signup, login and/or registration forms on the administration interface ("Registration Data");
- (ii) maintain the security of its password and identification;
- (iii) maintain and promptly update the Registration Data, and any other information Game Developer provides to Game Cloud Continental Ltd., in order to keep it accurate, current and complete; and
- (iv) accept all risks of unauthorized access to the Registration Data and any other information Game Developer provides to Game Cloud Continental Ltd.

## **GAME APPROVAL**

While Game Cloud Continental Ltd. does not review or otherwise screen Games that incorporate the Service (or that are used in connection with the Service), it reserves the right to terminate Game Developer's right to use the Service with respect to a particular Game(s). Game Developer acknowledges and agrees that GCC may prohibit Game Developer from using the Service with respect to certain Games at GCC's sole discretion, at any time. Further, at GCC's request, Game Developer must submit its Game for screening prior to being granted the right to use the Service in connection with such Game.

## **GCC'S RESPONSIBILITIES**

GCC will maintain an administration interface that enables the Game Developer to access certain aggregated data relating to the use of the Service in Games.

GCC will use commercially reasonable efforts to maintain the Service.

GCC is responsible for all costs of developing and operating the Service.

GCC will reasonably assist Game Developer with the integration of GCC's software libraries/tools within the Games so that Service can be accessed from the Games.

## **SERVICE DATA**

Service Data includes:

- All data generated by the Service. Such data includes, but is not limited to, Game Developer's use of the Service and information arising out of Users use of the Games.
- All data generated by Users. Such data includes, but is not limited to, Users' IDs, profiles, User-to-User interactions/messages and User-to-Service interactions/messages.
- Game Developers acknowledges and agrees that the Service collects Service Data by using cookies and other technologies.

The Service sends Service Data to Users via the Service interface or through APIs to the Game in the Users' computer or device. Service Data is solely intended for the particular User to whom it is sent, and Game Developer acknowledges and agrees that it may not, in any way, attempt to access, store, transfer, cache, disclose or use such Service Data unless authorized, in writing, by GCC and is in line with the integration instructions for GCC's API.

## **PRIVACY REQUIREMENTS**

Game Developer will:

- create and maintain a privacy policy (the "Developer Privacy Policy") that: (i) clearly outlines, at a minimum, what information is passively and actively collected from Users when Users play a Game, how such information is used and to whom such information is disclosed; and (ii) is in accordance with all Laws (as defined below);
- provide, within the Games, links to GCC's privacy policy and terms of service in a manner that makes them easily accessible to each User (for example on each Game's settings page), take all actions necessary to safeguard all data and information to which Game Developer has access from GCC or otherwise related to the Service; and
- adhere to all of the terms and conditions of GCC's then-current acceptable use policy;

## **GAME DEVELOPERS RIGHTS AND RESPONSIBILITIES**

The Game Developer's rights are:

- Game Developers may remove and screen certain Generated Content uploaded, transmitted, distributed, stored, created or otherwise published through the Service that is embedded in the Game if Game Developers reasonably believes that such Generated Content is contrary to the widely accepted moral norms or is materially harmful to the Game or other Users;
- Game Developer may use GCC's API to access content Users have uploaded, transmitted, distributed, stored, created or otherwise published through the Service and/or data about Users on the Service provided such access takes place solely within the Games and is in line with the integration instructions for GCC's API; and
- Game Developer may use, reproduce, distribute and publicly display Generated Content for promotional purposes.

Game Developer acknowledges and agrees that:

- Game Developer is solely responsible for all costs associated with the Games; and
- using the Service may subject Game Developer to the terms, conditions, rules and/or policies of social media networks and other third parties and Game Developer agrees to comply with all such terms, conditions, rules and policies.

## **CONFIDENTIALITY**

"Confidential Information" means all information disclosed (whether in oral, written, or other tangible or intangible form) by one party (the "Disclosing Party") to the other party (the "Receiving Party") concerning or related to the Terms or the Disclosing Party (whether before, on or after the Effective Date) that is clearly identified as Confidential Information at time of disclosure. The Receiving Party will, during the term of the Terms and for two years thereafter, maintain in confidence the Confidential Information of the Disclosing Party and will not use such Confidential Information except as expressly permitted herein. The Receiving Party will use the same degree of care in protecting the Disclosing Party's Confidential Information as the Receiving Party uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event less than reasonable care. Any Confidential Information of the Disclosing Party will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party's obligations under the Terms. Confidential Information will not include information that: (i) is in or enters the public domain without breach of the Terms through no fault of the Receiving Party; (ii) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (iii) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; or (iii) the Receiving Party receives from a third-party without restriction on disclosure and without breach of a nondisclosure obligation.

## **PUBLICITY**

Each party consents to the other party's use of such party's name and logo on its websites, applications, games and publicly-available printed materials, identifying Game Developer's and GCC's relationship.

## **OWNERSHIP**

As between GCC and Game Developer, and subject to the Grants section: (i) Game Developer owns all right, title and interest in and to the Games (except for GCC's software libraries/tools embedded within the Games) and any and all related Intellectual Property Rights; and (ii) GCC owns all right, title and interest in and to the Service, GCC's software libraries/tools, all data generated and collected by the Service (including, but not limited to, data about users and data generated by users use of the Games and the Service Data) and any and all related Intellectual Property Rights; and (iii) the User creating each piece of Generated Content owns all right, title and interest in and to that Generated Content subject to the licenses granted by and to Game Developer and GCC to that user under these Terms and the Terms of Service for Users. "Intellectual Property Rights" means any and all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction in the world, including any applications and registrations for any of the foregoing. GCC reserves all rights not expressly granted in the Terms, and no licenses are granted by GCC to Game Developer under the Terms, whether by implication, estoppel or otherwise, except as set forth in the Terms.

## **REPRESENTATIONS AND WARRANTIES**

Game Developer represents and warrants to GCC that: (i) it has the full right to enter into and to perform the obligations of the Terms without breach of or default under any agreement with any third party; (ii) the Terms are valid, binding and enforceable against Game Developer; (iii) the Games do not contain any viruses, software routines or other code designed to permit unauthorized access, disable, erase or otherwise harm software, hardware or data, or perform any other harmful actions; (iv) the Games do not contain any content that is false, misleading, fraudulent, defamatory, libelous or invasive of another's privacy; (v) the Games do not violate, misappropriate or infringe any Intellectual Property Rights or rights of privacy or publicity of any third party; (vi) the Games do not display any content that is obscene, promotes illegal activities or is otherwise prohibited by any applicable Laws; (vii) it will comply with all applicable federal, national, state, provincial, municipal and local laws, regulations, rules, judicial decrees, directives, decisions and judgments (including, but not limited to, the CAN-SPAM Act of 2003, the Children's Online Privacy Protection Act, the EU privacy laws and any relevant data protection and privacy laws in the United States and the European Union) (collectively, "Laws") with respect to the Games and in the performance of its acts under the Terms; (viii) it will not use any data or information of Users in a way contrary to the terms of the Terms; (ix) its Registration Data is true, accurate and complete; (x) it will abide by all of the restrictions set forth in the Terms; and (xi) it will maintain and comply with its published privacy policy (and its privacy policy will comply with all applicable Laws).

## **DISCLAIMER**

THE SERVICE (and ALL CONTENT AND TECHNOLOGY PROVIDED BY GCC) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS

OF ANY KIND. GCC DOES NOT WARRANT THAT THE SERVICE OR any other CONTENT or TECHNOLOGY PROVIDED GCC WILL BE UNINTERRUPTED OR ERROR-FREE. GCC DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICE,

ALL OTHER content and TECHNOLOGY PROVIDED GCC and the generated content WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (I) WARRANTIES OF MERCHANTABILITY; (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT GCC KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (III) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. GAME DEVELOPER ACKNOWLEDGES AND AGREES THAT IT HAS RELIED ON NO WARRANTIES. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

### **INDEMNIFICATION**

Game Developer, at its sole cost and expense, will defend, indemnify and hold GCC (and its directors, officers, employees, consultants, affiliates and agents) and Users (collectively, "Indemnitees") harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims (groundless or otherwise), damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' costs and fees, expert witnesses' costs and fees, penalties, interest and disbursements) arising from or relating to any claim (including third party claims), suit, action or proceeding ("Claim") against any Indemnitees arising out of or related to: (i) any breach or alleged breach of the Terms by Game Developer (including, but not limited to any breach or alleged breach of any of Game Developer's representations or warranties); (ii) any negligent act or willful misconduct by Game Developer or any party acting on Game Developer's behalf; (iii) the Games (including, but not limited to, the Games (or any portion thereof) infringing or misappropriating any Intellectual Property Rights or any other right of any third party); (iv) any website owned or operated by Game Developer; or (v) Game Developer's use of User data, Service Data and/or data provided by GCC.

### **LIMITATION OF LIABILITY**

IN NO EVENT WILL: (I) GCC BE LIABLE TO GAME DEVELOPER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE TERMS AND/OR THE SERVICE, any other CONTENT or TECHNOLOGY PROVIDED GCC AND/OR ANY generated content, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF GCC HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) GCC'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE TERMS, THE SERVICE, any other CONTENT or TECHNOLOGY PROVIDED GCC AND/OR ANY generated content EXCEED EUR 100.00. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THE TERMS IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

## **TERMINATION AND EFFECT OF TERMINATION**

The term of the Terms will begin on the Effective Date and continue until terminated as described in this section.

Either party may terminate the Terms, with or without cause, with 30 days advance written notice to the other party. Further, GCC may terminate the Terms immediately and with cause, if GCC reasonably believes that Game Developer has materially breached the Terms.

Upon termination of the Terms: (i) each party's obligations under the Terms will immediately cease; and (ii) both parties will promptly provide to the other party all Confidential Information then in its possession or destroy all copies of the Confidential Information. The following sections will survive any termination of the Terms: "Restrictions," "Confidentiality," "Ownership," "Disclaimer," "Indemnification," "Limitation of Liability," "Termination; Effect of Termination," and "General Provisions." Notwithstanding any right to the contrary in the Terms, all grants with respect to Generated Content will survive any termination of the Terms.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT: (I) GCC'S TERMINATION, SUSPENSION OR CHANGE OF THE SERVICE MAY CAUSE YOUR GAME TO NOT FUNCTION CORRECTLY OR AT ALL; AND (II) GCC WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER AS A RESULT OF YOUR GAME FAILING TO FUNCTION AS A RESULT OF ANY TERMINATION OR SUSPENSION OF THE TERMS.

## **MODIFICATIONS TO TERMS AND SERVICE**

Notice of Modification Method: GCC reserves the right to change or modify any of the terms and conditions contained in the Terms or any policy or guideline of the Service, at any time and in its sole discretion by posting of the revisions via the Service. Additionally, notice may be provided by sending an email, by posting the revised Terms on the Site or by such other form of notice as determined by GCC.

When Modifications will be Effective: Any changes or modifications will be effective within 30 days of the posting of the revisions via the Service. Therefore, Game Developer should review the Terms whenever Game Developer accesses the Service and at least every 30 days to make sure that Game Developer understands the terms and conditions that will apply to Game Developer's use of the Service. If in the reasonable opinion of GCC, a change or modification is materially urgent or important to safeguarding, improving or guaranteeing the operability of the Service ("Urgent Modification"), GCC may make such Urgent Modification effective immediately and provide notice to Game Developer without undue delay. If Game Developer disagrees with any changes or modifications to the Terms, Game Developer should stop using the Service because Game Developer's continued use of the Service following the posting of the revised Terms or other notice will constitute Game Developer's acceptance of such changes or modifications.

Types of Modifications: GCC may at its sole discretion and with notice to Game Developer: (i) impose limits on certain features and services or restrict Game Developer's access to any part or all of the

Service; and (ii) introduce new features with new revenue or pricing models in connection with the Service.

## **GENERAL PROVISIONS**

The Terms are the entire agreement and understanding of the parties relating to the subject matter hereof, and supersede any and all prior agreements, proposals, negotiations, conversations, discussions and understandings between the parties unless other written agreement is signed.

Any dispute arising out of or in connection with this Terms, including any question regarding its existence, content, validity or termination, shall be referred to and finally resolved by the competent court in Sofia, Bulgaria. This Agreement shall be construed according to and governed by Bulgarian law.

Neither the Terms nor any right or duty under the Terms may be transferred, assigned or delegated by Game Developer, by operation of law or otherwise, without the prior written consent of GCC, and any attempted transfer, assignment or delegation without GCC's consent will be void and without effect. Subject to the foregoing, the Terms will be binding upon and will inure to the benefit of all of the parties hereto and their respective representatives, heirs, administrators, successors and permitted assigns.

Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other party, nor the relationship between the parties is and will only be that of independent contractors.

If any provision of the Terms is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions of the Terms will remain in full force and effect so long as the economic or legal substance of the transactions contemplated by the Terms is not affected in any manner adverse to any party. Upon any determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify the Terms to affect the original intent of the parties as closely as possible and in an acceptable manner so that the transactions contemplated in the Terms are fulfilled.

No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy. All rights and remedies in the Terms are cumulative and are not exclusive of any other rights or remedies available under the Terms, by law or in equity. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.

Notwithstanding any terms to the contrary in the Terms, GCC may choose to electronically deliver all communications with Game Developer, which may include: (i) email to Game Developer's email address indicated in Game Developer's communications with GCC or upon registration with GCC; or (ii) posting messages that are displayed to Game Developer when Game Developer logs into or accesses Game Developer's administration interface. GCC's electronic communications to Game Developer may transmit or convey information about actions taken on Game Developer's request, portions of Game Developer's request that may be incomplete or require additional explanation, any notices required under Law and

any notices. Game Developer agrees to do business electronically with GCC, and to receive, electronically, all current and future notices, disclosures, communications and information, and that the aforementioned provided electronically satisfies any legal requirement that such communications be in writing. An electronic notice will be deemed to have been received the day of receipt as evidenced by such email.